



CITY COUNCIL REGULAR MEETING AGENDA
December 21, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retiree Recognition – Drew Sneyd (18-years) & Mark Stradley (26-years)
- Outgoing Council Members Recognition
 - Resolution No. 21-16
 - Resolution No. 21-17

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of December 7, 2021.
- b. (1) Motion to approve Claims Roster for November 2021.
(2) Motion to approve the Claims Roster for the Toyota Center Operations and Box Office Accounts for October 2021.
- c. Motion to approve Payroll Roster for November 30, 2021.
- d. Motion to authorize the City Manager to sign the Columbia Park Golf Course Management Agreement with Kennewick Golf Corporation.
- e. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Apple Valley 6A, contingent upon the completion of outstanding Public Works and Planning requirements.
- f. Motion to authorize the City Manager to sign an extension of the City's banking services contract with US Bank through December 31, 2023.
- g. Resolution 21-13: Setting a public hearing on January 18, 2022 for a right-of-way vacation at 7114 W. Hildebrand Blvd.
- h. Motion to adopt the 2022 Legislative Priorities.

4. VISITORS

The City asks all members of the public that would like to comment on any agenda item not covered under a public hearing, to please fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 4:30 p.m. on Monday, December 20th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 4:30 p.m. on Monday, December 20th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_JrSaURIHTDqYoWQfCrAm7w. Registrations must be received by 4:00 p.m. on Tuesday, December 21st.

5. ORDINANCES/RESOLUTIONS

- a. (1) Ordinance 5959: Adding KMC 9.54 Regulating Public Camping
(2) Ordinance 5960: Amending KMC 10.08.040 City Park Regulations
- b. Ordinance 5961: Amending KMC 1.40 Requests for Access to or Copies of City Records
- c. Ordinance 5962: Charter Cable Franchise Agreement
- d. Ordinance 5963: PocketiNet Franchise Agreement

6. PUBLIC HEARINGS/MEETINGS

The City asks all members of the public that would like to comment regarding items under Public Hearings/Meetings fill out an online form at <https://www.go2kennewick.com/PublicHearing> no later than 4:30 p.m. on Monday, December 20th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 4:30 p.m. on Monday, December 20th to be included in the Council packet.

If you wish to comment on the public hearing during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_JrSaURIHTDqYoWQfCrAm7w. Registrations must be received by 4:00 p.m. on Tuesday, December 21st.

- a. Resolution 21-15: Amending Public Records Fee Schedule

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

**CITY OF KENNEWICK
RESOLUTION NO. 21-16**

A RESOLUTION RECOGNIZING THE SERVICE AND
DEDICATION OF MAYOR DON BRITIAN

WHEREAS, Councilman Don Britain took office January 2010, was appointed Mayor on January 1, 2018, and reappointed January 7, 2020 and has provided 12 years of dedicated service to the citizens of Kennewick; and

WHEREAS, Mayor Britain has led Council efforts for sustainable economic development, diligently working to see this Vision become reality through his work on bringing family wage jobs and regional recreational opportunities to Kennewick, as well as advancing economic development in Kennewick; and

WHEREAS, Mayor Britain has provided leadership to the City Council and community stakeholders to strengthen partnerships and collaborative efforts that have enriched our City and Tri-Cities region; and

WHEREAS, during his tenure Mayor Britain served on the Association of Washington Cities (AWC) Board of Directors, where he served as President from 2018-2019, Joint Coliseum Advisory Committee, Firemen's Pension Board, Hanford Area Economic Investment Fund Committee, Interview Committee, LEOFF Disability Board, Tri Cities National Park Committee, TRIDEC Board, Visit Tri-Cities, Budget and Administrative Committee and Planning and Economic Development Committee. Mr. Britain previously served on the Historic Downtown Kennewick Partnership board of directors.

WHEREAS, Mayor Britain, during his tenure, has continuously advocated for the highest possible quality of City Police and Fire Department services; and

WHEREAS, Mayor Britain earned his Advance Certificate of Municipal Leadership (CML) from the Association of Washington Cities (AWC). The CML program enhanced his ability as an elected municipal official by providing knowledge and skills to effectively operate within the law, plan for the future, secure and manage funds and foster community and staff relationships.

WHEREAS, Mayor Britain has demonstrated exemplary professionalism and earned the respect and gratitude of the City Council, employees, and citizens of the City of Kennewick; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED that the City Council of the City of Kennewick recognizes the service of Don Britain, and on behalf of the entire community, expresses gratitude and appreciation for his 12 years of dedicated service to the citizens of the City of Kennewick.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

TERRI L. WRIGHT, City Clerk

STEVE LEE, Mayor Pro Tem

RESOLUTION NO. 21-16 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of December, 2021

**CITY OF KENNEWICK
RESOLUTION NO. 21-17**

A RESOLUTION RECOGNIZING THE SERVICE AND
DEDICATION OF MAYOR PRO TEM STEVE LEE

WHEREAS, Councilman Steve Lee took office January 1, 2018, was appointed Mayor Pro Tem on January 1, 2018 and reappointed January 7, 2020 and has provided 4 years of dedicated service to the citizens of Kennewick; and

WHEREAS, Mayor Pro Tem Lee has led Council efforts for sustainable economic development has been an advocate for small businesses and entrepreneurship; and

WHEREAS, Mayor Pro Tem Lee has promoted increased access to the arts, and retaining and attracting young professionals and families to our city; and

WHEREAS, Mayor Pro Tem Lee lobbied to have the City Council Meetings livestreamed on our website; and

WHEREAS, during his tenure Mayor Pro Tem Lee served the Joint Coliseum Advisory Committee, Historic Downtown Kennewick Board, Interview Committee, Tri-Cities Regional Public Facilities District, Tri City Regional Chamber of Commerce Board, Budget and Administrative Committee and Planning and Economic Development Committee and as the alternate on the Lodging Tax Advisory Committee and the Parks and Recreation Commission; and

WHEREAS, Mayor Pro Tem Lee has demonstrated exemplary professionalism and earned the respect and gratitude of the City Council, employees, and citizens of the City of Kennewick;
NOW, THEREFORE,

BE IT HEREBY RESOLVED that the City Council of the City of Kennewick recognizes the service of Steve Lee, and on behalf of the entire community, expresses gratitude and appreciation for his 4 years of dedicated service to the citizens of the City of Kennewick.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-17 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of December, 2021

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
December 7, 2021

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Jackie Aman
John Trumbo (joined at 7:01 p.m.)	Anthony Muai	Chris Guerrero	Chris Bowman
Bill McKay	Christina Palmer	Chad Michael	
Chuck Torelli	Lisa Beaton	Evelyn Lusignan	
Jim Millbauer	Cary Roe	Corey Osborn	
Brad Beauchamp	Terri Wright	Bruce Mills	
Mayor Don Britain	Dan Legard	Krystal Townsend	

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to excuse the absence of Mr. Trumbo at tonight's meeting. The motion passed unanimously.

Cub Scout Pack 126 led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Retiree Recognition – Jackie Aman

Mayor Britain read the retirement plaque words and thanked Ms. Aman for her 29-years of service. Ms. Aman was in attendance and said a few words.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 16, 2021.
- b. (1) Motion to approve Claims Roster - None.
(2) Motion to approve to approve the Claims Roster for the Columbia Park Golf Course Account for October 2021.
(3) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2021.
- c. Motion to approve Payroll Roster for November 15, 2021.
- d. Motion to approve the 2022 Lodging Tax Funding Recommendations as submitted by the City's LTAC.
- e. Motion to authorize the City Manager to sign the Local Agency Agreement Supplement #2 to purchase signal equipment for the P2012 Steptoe St & Gage Blvd project.
- f. Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.
- g. Motion to approve and authorize the Mayor and City Manager to sign the International Union of Operating Engineers, Local #280 Collective Bargaining Agreement.
- h. Motion to award Contract P1932-21 (Water Pump Station Meter & Zone 1 PRV Replace) to Ray Poland & Sons Inc. in the amount of \$364,872.11, plus a 10% construction contingency amount of \$36,500 for a total amount of \$401,372.11.
- i. Motion to accept the work of Sharpe & Preszler Construction Co. for Contract P1936-21, Canal Drive Sewer Replacement Project, in the amount of \$437,389.78.

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

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5952: Amending KMC 2.04.075 Council Salaries. Dan Legard, Finance Director reported.

ORDINANCE NO. 5952

AN ORDINANCE RELATING TO CITY COUNCIL SALARIES AND AMENDING SECTION 2.04.075 OF THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5952. The motion passed 4-2. Mr. McKay and Mr. Torelli opposed.

- b. Ordinance 5954: Amending KMC 4.02.080 and 4.02.110 Hearing Examiner. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5954

AN ORDINANCE RELATING TO HEARING EXAMINER AND AMENDING SECTION 4.02.080 AND SECTION 4.02.110 OF THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5954. The motion passed unanimously.

- c. Ordinance 5955: Amending KMC 4.08.430 Administrative Appeals. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5955

AN ORDINANCE RELATING TO ADMINISTRATIVE APPEALS AND AMENDING SECTION 4.08.430 OF THE KENNEWICK MUNICIPAL CODE

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5955. The motion passed unanimously.

- d. Ordinance 5956: Remote Attendance Policy. Christine Palmer, Management Services Director reported.

ORDINANCE NO. 5956

AN ORDINANCE RELATING TO REMOTE ATTENDANCE AT CITY COUNCIL MEETINGS ADDING SECTION 2.04.048 TO THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5956. The motion passed unanimously.

Mr. Trumbo joined the meeting at 7:01 p.m.

- e. Resolution 21-14: Council Electronic Signatures. Christine Palmer, Management Services Director reported.

RESOLUTION NO. 21-14

A RESOLUTION AUTHORIZING THE USE AND RECEIPT OF ELECTRONIC SIGNATURES IN CONDUCTING BUSINESS AT THE CITY OF KENNEWICK

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Resolution No. 21-4. The motion passed unanimously.

- f. Ordinance 5957: Change of Zone (COZ) 21-10 from Residential, Suburban (RS) to Public Facility (PF) at 7001 W 13th Ave. Anthony Muai, Planning Director reported.

ORDINANCE NO. 5957

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK 8.6 ACRES OF PROPERTY LOCATED AT 7001 W 13TH AVENUE, KENNEWICK FROM RESIDENTIAL SUBURBAN (RS) TO PUBLIC FACILITY (PF) (COZ 21-10, KNUTZEN ENGINEERING, C/O PAUL KNUTZEN)

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5957. The motion passed unanimously.

- g. Ordinance 5958: Change of Zone (COZ) 21-11 from Commercial, Community (CC) to Residential, High at 9426 W. Clearwater Ave. Anthony Muai, Planning Director reported.

ORDINANCE NO. 5958

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK 14.60 ACRES LOCATED AT 9496 W CLEARWATER AVENUE FROM COMMERCIAL COMMUNITY (CC) TO RESIDENTIAL HIGH (RH) (COZ 21-11, KNUTZEN ENGINEERING)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5958. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. Public Facility Renaming. Emily Estes-Cross, Community Services Director reported.

Mayor Pro Tem Lee moved, seconded by Mr. McKay to rename the Kennewick Police Station to the Kenneth M. Hohenberg Public Service Building or the Ken Hohenberg Public Service Building as preferred by Chief Hohenberg. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 7:35 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	12/21/2021
Agenda Item Type	General Business Item		
Subject	Claims Roster - November		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Claims Roster for November 2021.

Motion for Consideration

I move to approve the Claims Roster for November 2021 in the amount of \$6,005,003.46, comprised of electronic payments and check numbers 302085-302519.

Summary

The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 11/01/2021-11/30/2021:

Check numbers 302085-302519:	\$5,779,272.83
Electronic payments (EFT):	225,730.63

Total	\$6,005,003.46

Alternatives

None.

Fiscal Impact

Total \$6,005,003.46.

Through	Denise Winters Dec 15, 11:07:07 GMT-0800 2021
Dept Head Approval	Dan Legard Dec 15, 11:19:42 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 19:21:15 GMT-0800 2021

Attachments:

Recording Required?

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
001 GENERAL FUND					
000 FUND ACTIVITY					
EFT	11/02/2021	70239	STATE OF WASH DEPT OF REVENUE	3RD QTR 2021 LEASEHOLD EXCISE TAX	3,633.11
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	123.27
302085	11/02/2021	144	RYN BUILT HOMES	BOND RELEASE	68,031.25
302087	11/03/2021	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION	635.75
302088	11/03/2021	70000	WASHINGTON STATE TREASURER	OCTOBER-2021	40,494.18
302105	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	100.00
302106	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	1,000.00
302107	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	500.00
302108	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	1,000.00
302109	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	1,000.00
302110	11/10/2021	99992	CIVIC REC REFUNDS	RECREATION REFUND	100.00
Total amount by Division					\$116,617.56
012 CITY MANAGER					
302215	11/12/2021	6	IMPREST PETTY CASH FUND	PETTY CASH REIMB	4.53
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.56
Total amount by Division					\$92.09
023 RECREATION SERVICES					
EFT	11/02/2021	77146	GLOBAL PAYMENTS	CIVIC REC MERCHANT FEES	1,782.15
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	44.18
302201	11/12/2021	2691	GESA CAROUSEL OF DREAMS, THREE RIVERS CAROUSEL FN	VINTAGE AT THE RIDGE RADIO ADVERTISING	299.00
302220	11/12/2021	27	IV SPORTS & GEAR	SOFTBALLS	716.76
302254	11/12/2021	8250	MOSES LAKE MENS SOFTBALL	UMPIRE FEES	3,888.00
302331	11/12/2021	3564	US LINEN AND UNIFORM	TABLE CLOTHS FOR EVENT	3.15
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	180.55
Total amount by Division					\$6,913.79
024 FACILITIES MAINTENANCE					
EFT	11/12/2021	2900	U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRIC	ARCHEOLOGICAL REVIEW FOR CP BLDG DEMO REF. 666355	6,000.00
302116	11/12/2021	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL	137.80
302116	11/12/2021	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL	108.65
302118	11/12/2021	33	ADVANCED SPECIALTY GASES	CYLINDER RENTAL	102.00
302118	11/12/2021	33	ADVANCED SPECIALTY GASES	MONTHLY CYLINDER RENTAL	102.00
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	JANITORIAL SVC - OCT 2021	13,543.46
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	WINDOW CLEANING SEMI-ANUAL SERVICE	3,600.19
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	SEMI-ANNUAL FLOOR/WINDOW CLEANING	10,803.43
302123	11/12/2021	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	THERMOSTAT & FILTER - COL PARK	449.71

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302123	11/12/2021	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2021-11 HVAC MAINT	3,049.50
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - JUSTIN CROSBY	130.28
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - JOE LANGSTON-BULTENA	97.67
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - STEVE WOELBER	17.75
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DAMIEN WRIGHT	168.11
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DANIEL HELSLEY	106.31
302139	11/12/2021	9100	BLUE MOUNTAIN FIRE PROTECTION, INC	KPD VALVE TAMPER SWITCHES	1,145.73
302147	11/12/2021	310	BUILDERS FIRSTSOURCE	SINKER NAILS - REPAIR WORK	7.70
302148	11/12/2021	749	BUILDERS HARDWARE & SUPPLY CO	LOCKS - RESERVOIR	112.40
302148	11/12/2021	749	BUILDERS HARDWARE & SUPPLY CO	DOOR HANDLE WITH KEYPAD	1,416.85
302151	11/12/2021	10584	CAMTEK INC	ALARM MONITORING - FIRE STATION 3	244.35
302189	11/12/2021	5426	EWING IRRIGATION PRODUCTS, INC	ICE MELT	1,672.79
302190	11/12/2021	1927	EXPRESS SERVICES INC	GROUNDSKEEPING LABOR	768.66
302190	11/12/2021	1927	EXPRESS SERVICES INC	GROUNDSKEEPING LABOR	222.80
302191	11/12/2021	166	FARMERS EXCHANGE	CHISEL CHAIN	43.16
302191	11/12/2021	166	FARMERS EXCHANGE	BLK DIAMOND LINE - WEED EATER SUPPLIES	16.28
302191	11/12/2021	166	FARMERS EXCHANGE	WEEDEATER # P144	312.76
302191	11/12/2021	166	FARMERS EXCHANGE	SCREW, CHAINS, OIL - CHAINSAW REP.	67.54
302193	11/12/2021	8774	FASTENAL COMPANY	DESK REPAIR SUPPL.	17.26
302193	11/12/2021	8774	FASTENAL COMPANY	ADHESIVE FOR SIGNS	5.36
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	FAUCET	22.52
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	ISOLATION VALVE - SPLASH PAD	644.39
302197	11/12/2021	9237	FIKES NORTHWEST CORP	AIR FRESHENERS - SOUTHBRIDGE	37.34
302197	11/12/2021	9237	FIKES NORTHWEST CORP	AIR FRESHENERS - CITY HALL	37.34
302197	11/12/2021	9237	FIKES NORTHWEST CORP	AIR FRESHENER - POLICE STATION	56.02
302197	11/12/2021	9237	FIKES NORTHWEST CORP	AIR FRESHENERS - SENIOR CENTER	37.34
302197	11/12/2021	9237	FIKES NORTHWEST CORP	AIR FRESHENER - DAN FROST BLDG	19.67
302199	11/12/2021	9431	G & R AG PRODUCTS INC	UPPER HOUSING KIT - SPRAYER REP	16.21
302211	11/12/2021	8572	HIGH DESERT MAINTENANCE INC	BRASS SEAT - HYDRANT	491.96
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	1,722.62
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	DRAIN KING	67.40
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	BOTTLE FILTER CARTRIDGES	956.46
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	ELL, WRENCH, & COUP - IRRIGATION REPAIR	37.39
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	COUP & PVC'S - IRR. REP.	178.38
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	HID BULB & LED SHOEBOX - LIGHTS	137.18
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	LIGHTS	40.89
302249	11/12/2021	1955	MID-AMERICAN RESEARCH CHEMICAL	MARK & SALT REMOVER - CLEANING SUPPLIES	549.53
302250	11/12/2021	484	MILNE NAIL,POWER TOOL & REPAIR	CORDLESS RIVIT TOOL	347.51
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	CITY HALL - 112317	44.53
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	KPD - 11305	79.82

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	FROST - 119529	38.02
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	SOUTHRIDGE - 17229	76.02
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	FIRE - 27578	41.27
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	COLUMBIA PARK GOLF - 34879	75.97
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	FIRE STATION #4 - FIR2620	76.02
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	FIRE STATION #2 - FIR414	76.02
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	ALARM PANEL UPDATE	81.46
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	ALARM PANEL UPDATE	81.46
302257	11/12/2021	7969	MUSTANG SIGN GROUP, WANG ENTERPRISES	RESTROOM CLOSED SIGNS	1,053.04
302268	11/12/2021	4520	OTIS ELEVATOR	MAINTENANCE - FROST BLDG	12.13
302268	11/12/2021	4520	OTIS ELEVATOR	CONTRACT ADJUSTMENT	-6.21
302271	11/12/2021	112	PALLIS POOL & PATIO INC	CAUSTIC SODA & DRUM DEPOSIT	1,518.23
302271	11/12/2021	112	PALLIS POOL & PATIO INC	CAUSTIC SODA & ENVIRON DLVRY	92.31
302277	11/12/2021	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	LIGHTING	25.28
302283	11/12/2021	957	RANCH & HOME INC	PLIER TONGUE & POWER BITS	32.55
302283	11/12/2021	957	RANCH & HOME INC	TAPE MEASURE SET	16.28
302283	11/12/2021	957	RANCH & HOME INC	TRUCK HITCH PIN	2.81
302283	11/12/2021	957	RANCH & HOME INC	CABLE TIES & ALERT SIGNAL KID	43.42
302283	11/12/2021	957	RANCH & HOME INC	EXT. CORD, CORD SPLITTER, FAN	121.59
302283	11/12/2021	957	RANCH & HOME INC	RUBBER MALLET & CABLE CLEAR	74.36
302283	11/12/2021	957	RANCH & HOME INC	SPRAY PAINT - SCOUT PROJECT	11.37
302283	11/12/2021	957	RANCH & HOME INC	WHEEL CHOCK SET & BRASS NOZZLE	18.98
302283	11/12/2021	957	RANCH & HOME INC	GAS CAN & BACKPACK SPRAYER	168.97
302283	11/12/2021	957	RANCH & HOME INC	COMPRESSOR OIL	65.09
302283	11/12/2021	957	RANCH & HOME INC	PLIERS & AVIATION SNIPS	23.87
302283	11/12/2021	957	RANCH & HOME INC	TIES, PAINT, WRENCH, BOLT - SHOP SUPPLIES	87.36
302283	11/12/2021	957	RANCH & HOME INC	MOUSE TRAPS	34.72
302294	11/12/2021	7555	SHERWIN-WILLIAMS COMPANY	PAINT	176.24
302294	11/12/2021	7555	SHERWIN-WILLIAMS COMPANY	SUPPL - WALL REPAIR/NEW FIRE PANEL	173.28
302294	11/12/2021	7555	SHERWIN-WILLIAMS COMPANY	RESTROOM PAINT	235.86
302294	11/12/2021	7555	SHERWIN-WILLIAMS COMPANY	RESTROOM PAINT	116.65
302294	11/12/2021	7555	SHERWIN-WILLIAMS COMPANY	PAINT - RESTROOM	48.91
302318	11/12/2021	5945	TK ELEVATOR	ELEVATOR MAINTENANCE	52.08
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	181.41
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	174.46
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	964.86
302338	11/12/2021	104	WA STATE LABOR & INDUSTRIES	BOILER INSPECTION - KPD	256.40
302340	11/12/2021	1035	WASHINGTON HARDWARE AND, FURNITURE CO	HARDWARE FOR AIR TANKS	1.51
302340	11/12/2021	1035	WASHINGTON HARDWARE AND, FURNITURE CO	AIR TANK SAFETY	48.66
302340	11/12/2021	1035	WASHINGTON HARDWARE AND, FURNITURE CO	HARDWARE FOR AIR TANKS	54.06

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302351	11/12/2021	1755	WILBUR-ELLIS COMPANY	FERTILIZER	14,654.26
302357	11/12/2021	8020	WORKMAN, THOMAS	UNIFORM ALLOWANCE	162.85
302372	11/24/2021	165	ARCTIC GLACIER USA INC	ICE	67.04
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	27.58
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	2,146.42
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	137.52
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	46.08
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	18.50
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	69.15
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	2,869.72
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	287.83
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	8,287.24
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	819.18
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	72.38
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	291.44
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	12,233.10
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	18.50
302396	11/24/2021	83	CASCADE NATURAL GAS	GAS SERVICE	2,536.63
302396	11/24/2021	83	CASCADE NATURAL GAS	GAS SERVICE	2,298.90
302482	11/24/2021	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - TOYOTA CENTER & ARENA	1,830.15
302482	11/24/2021	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - TOYOTA CENTER & ARENA	1,830.15
Total amount by Division					\$107,126.39
026	ECONOMIC DEVELOPMENT				
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	56.71
302426	11/24/2021	7338	FOCAL POINT MARKETING &, MULTIMEDIA	STATE OF THE CITIES VIDEO PRODUCTION	1,243.75
Total amount by Division					\$1,300.46
032	ACCOUNTING				
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	22.23
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	11.88
302337	11/12/2021	976	WA STATE AUDITOR'S OFFICE	AUDIT 53952 2020	4,599.10
302478	11/24/2021	1314	REHN & ASSOCIATES, INC.	2022 COBRA (DENTAL) ANNUAL RENEWAL FEE	150.00
302478	11/24/2021	1314	REHN & ASSOCIATES, INC.	COBRA NOTIFICATIONS	125.00
Total amount by Division					\$4,908.21
033	HUMAN RESOURCES				
302114	11/12/2021	6874	A WORKSAFE SERVICE INC	PROFESSIONAL SERVICES	55.00
302150	11/12/2021	5827	CALIPER MANAGEMENT INC	PROFESSIONAL SERVICES	368.00
302150	11/12/2021	5827	CALIPER MANAGEMENT INC	PROFESSIONAL SERVICES	368.00
302150	11/12/2021	5827	CALIPER MANAGEMENT INC	PROFESSIONAL SERVICES	368.00

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302240	11/12/2021	9277	LOURDES OCCUPATIONAL HEALTH	PROFESSIONAL SERVICES	120.00
302259	11/12/2021	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	503.10
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	220.00
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	660.00
302303	11/12/2021	8315	STERLING	PROFESSIONAL SERVICES	619.02
302347	11/12/2021	7879	WESLEY GROUP, THE, TWG CONSULTING CORP	PROFESSIONAL SERVICES	300.00
302364	11/12/2021	10421	ESKILL CORPORATION	PROFESSIONAL SERVICES	850.00
302393	11/24/2021	5827	CALIPER MANAGEMENT INC	PROFESSIONAL SERVICES	368.00
302405	11/24/2021	1682	COLUMBIA FITNESS SYSTEMS	TREADMILL REPLACEMENT AT CITY HALL GYM	3,040.03
302458	11/24/2021	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	503.10
302458	11/24/2021	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	503.10
Total amount by Division					\$8,845.35
034	CIVIL SERVICE				
302229	11/12/2021	10205	KENNETH COLE COUNSELING PS	PROFESSIONAL SERVICES	600.00
302229	11/12/2021	10205	KENNETH COLE COUNSELING PS	PROFESSIONAL SERVICES	600.00
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	623.00
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	747.00
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.28
302447	11/24/2021	10205	KENNETH COLE COUNSELING PS	PROFESSIONAL SERVICES	600.00
302447	11/24/2021	10205	KENNETH COLE COUNSELING PS	PROFESSIONAL SERVICES	600.00
302456	11/24/2021	123	MICHAEL D HEFFNER	REIMBURSEMENT FOR DEPUTY FIRE CHIEF RECRUITMENT	752.51
Total amount by Division					\$4,563.79
035	CUSTOMER SERVICE				
EFT	11/02/2021	70016	U.S. BANK	MERCHANT FEES	21,305.73
302332	11/12/2021	1198	US POSTAL SERVICE	BULK MAIL PERMIT FEE #182	265.00
302345	11/12/2021	4479	WEBCHECK INC	WEBCHECK ON-LINE UTILITY LIEN INQUIRIES FOR OCT 21	1,821.22
302415	11/24/2021	3530	DATAPROSE INC	UTILITY BILL PROCESSING AND POSTAGE FOR SEPTEMBER	8,573.08
302415	11/24/2021	3530	DATAPROSE INC	UTILITY BILL PROCESSING AND POSTAGE FOR OCTOBER	7,719.49
Total amount by Division					\$39,684.52
036	CODE ENFORCEMENT				
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	149.79
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	165.96
302376	11/24/2021	9813	B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM	3,100.83
Total amount by Division					\$3,416.58
042	CITY ATTORNEY				
302266	11/12/2021	8800	OGDEN MURPHY WALLACE, PLLC	CABLE FRANCHISE NEGOTIATIONS-OCT 2021	1,193.50
302280	11/12/2021	3467	PRONTO PROCESS SERVICE, INC	LEGAL MESSENGER SERVICE-OCT 2021	37.50
302280	11/12/2021	3467	PRONTO PROCESS SERVICE, INC	PERSONAL SERVICE ON LAW SUIT	55.00

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	159.39
302348	11/12/2021	853	WEST GROUP PAYMENT CENTER	LEGAL LIBRARY PLAN-NOV 2021	59.48
302348	11/12/2021	853	WEST GROUP PAYMENT CENTER	WESTLAW SUBSCRIPTION-NOV 2021	2,539.61
Total amount by Division					\$4,044.48
051	CITY CLERK				
302256	11/12/2021	9289	MUNICODE, MUNICIPAL CODE CORP	KMC ONLINE UPDATES	114.00
302314	11/12/2021	172	THE TRI-CITY HERALD	ORD 5946 SUMMARY	48.41
302315	11/12/2021	172	THE TRI-CITY HERALD	5908 ORDINANCE SUMMARY PUBLICATION	48.41
302381	11/24/2021	34	BENTON COUNTY AUDITOR	RECORDING FEES - 5514 S NEWPORT PL	205.30
302495	11/24/2021	172	THE TRI-CITY HERALD	PUBLICATION - PH 2022 PROPERTY TAX	144.73
302495	11/24/2021	172	THE TRI-CITY HERALD	PUBLICATION - PH 2021/2022 BIENNIAL BUDGET	149.55
Total amount by Division					\$710.40
053	PURCHASING				
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - STEVE ELLIOTT	219.35
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	74.89
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.28
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES PURCH AND FLEET	54.87
Total amount by Division					\$390.39
054	INFORMATION TECHNOLOGY				
302178	11/12/2021	8611	DOCUSIGN INC	DOCUSIGN ANNUAL SUBSCRIPTION 2021/2022	6,043.23
302252	11/12/2021	8210	MOBILEGUARD INC	NET GUARD	1,377.40
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,010.92
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	6,829.10
302388	11/24/2021	10395	BMI SYSTEMS GROUP, BRIGGS MARKETING INC.	1 YEAR PHONE SUPPORT	395.00
302398	11/24/2021	8295	CENTURYLINK	PS/ALI - ALI/SR PER 100 REC	7.02
302408	11/24/2021	6375	COMPUNET INC	INFORMACAST RENEWAL 2021-2022	2,532.67
302439	11/24/2021	4807	INFOR PUBLIC SECTOR INC	HANSEN ANNUAL MAINTENANCE RENEWAL	75,367.55
302492	11/24/2021	8	TELCO WIRING & REPAIR INC	CITY MONTHLY RECURRING BILLING OCTOBER 2021	7,725.44
302492	11/24/2021	8	TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS 11-2021	6,843.00
Total amount by Division					\$108,131.33
062	PLANNING				
302314	11/12/2021	172	THE TRI-CITY HERALD	TCH AFFIDAVIT OF LEGAL PUBLICATION-COZ 21-10 NOPH	128.39
302314	11/12/2021	172	THE TRI-CITY HERALD	TCH AFFIDAVIT OF PUBLICATION COZ 21-11 NOPH	130.85
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL AD DNS ED 21-25	162.88
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL AD CPA 21-12 NOA	88.96
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 20-06 NOPH	116.07
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-03 NOPH	111.14
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-04 NOPH	113.60

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-06 NOPH	120.99
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ21-07 NOPH	125.92
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - SHORELINE NOPH	209.70
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-05 NOPH	128.39
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-10 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL DESCRIPTION - CPA 21-11 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-12 NOPH	128.39
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-09 NOPH	148.10
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-01 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-02 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-03 NOPH	123.46
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-04 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-05 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA 21-06 NOPH	118.53
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - PP 21-01 NOPH	261.70
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ZOA 21-02 NOPH	128.39
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - COZ 21-08 NOPH	111.14
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ED 21-25 NOA	158.21
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - PVA 21-02 NOPH	310.98
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ZOA 21-03 NOA	116.09
302315	11/12/2021	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - ED 21-27 DNS	200.12
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	350.18
302444	11/24/2021	5850	JAMES M DRISCOLL	PP 21-02 CRIMSON HILLS & PP 21-03 WA MEADOWS	10,900.00
Total amount by Division					\$15,203.36
070	POLICE REVENUES				
EFT	11/02/2021	70008	WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	1,155.00
EFT	11/30/2021	70008	WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	1,589.00
302111	11/10/2021	99994	CPL REFUNDS	CPL REFUND	10.00
Total amount by Division					\$2,754.00
071	KPD-ADMINISTRATION				
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	418.10
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	346.22
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	36.88
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	5.06
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	30.63
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	86.06
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	5.02
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	211.69
302504	11/24/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	18.29

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302504	11/24/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	92.82
Total amount by Division					\$1,250.77
072	KPD-CRIMINAL INVESTIGATION				
302155	11/12/2021	5662	CELLEBRITE USA, CORP	UFED TOUCH ULTIMATE SW RENEWAL	4,669.80
302215	11/12/2021	6	IMPREST PETTY CASH FUND	PETTY CASH REIMB	274.00
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	64.02
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	60.77
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302498	11/24/2021	7228	TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH - OCTOBER 2021	224.37
Total amount by Division					\$5,455.71
073	KPD-PATROL				
302177	11/12/2021	9827	DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	260.64
302177	11/12/2021	9827	DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	390.96
302177	11/12/2021	9827	DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	378.02
302215	11/12/2021	6	IMPREST PETTY CASH FUND	PETTY CASH REIMB	15.19
302222	11/12/2021	101	JESSIE HULL	PRO-RATED UNIFORM ALLOWANCE	250.00
302227	11/12/2021	99	KALEB CHRISTENSEN	PRO-RATED UNIFORM ALLOWANCE	250.00
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	EVIDENCE TOW	67.28
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	54.25
302281	11/12/2021	1997	PUBLIC SAFETY TESTING, INC.	3RD QUARTER SUBSCRIPTION FEES JULY-SEPTEMBER	1,100.00
302283	11/12/2021	957	RANCH & HOME INC	K9 FOOD	97.72
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	6,853.87
302336	11/12/2021	3997	VISTA VETERINARY HOSPITAL, INC	K9 IVAN WELLNESS EXAM	210.09
302454	11/24/2021	2254	MCMMASTER-CARR SUPPLY COMPANY	SPRAY MOUNTS	188.46
302484	11/24/2021	102	TRI-CITIES RESTORATION LLC	BIO REMEDIATION TO LOBBY CHAIR	488.70
Total amount by Division					\$11,093.43
074	KPD-STAFF SERVICES				

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
EFT	11/02/2021	70016	U.S. BANK	MERCHANT FEES	44.99
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	21.49
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	97.94
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	12.75
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	71.88
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	51.97
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	114.25
302341	11/12/2021	1033	WASHINGTON STATE PATROL	CPL BACKGROUND CHECKS	556.50
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	29.41
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	257.49
Total amount by Division					\$1,258.67
075	KPD-INTERGOVERNMENTAL				
302134	11/12/2021	14	BENTON COUNTY	JAIL SERVICE - AUGUST 2021	180,551.63
302134	11/12/2021	14	BENTON COUNTY	JAIL SERVICES - SEPT 2021	203,767.19
302135	11/12/2021	14	BENTON COUNTY	KIDS HAVEN - 3RD QUARTER	4,410.70
302161	11/12/2021	100	CITY OF RICHLAND	800 MHZ RADIOS	28,068.24
302161	11/12/2021	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	196,687.00
302166	11/12/2021	10141	COLUMBIA VALLEY EMERGENCY, PHYSICIANS	PRISONER MEDICAL	6,083.00
302231	11/12/2021	5291	KENNEWICK RADIOLOGY GROUP PC	PRISONER MEDICAL	1,119.00
302324	11/12/2021	9790	TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL	6,378.66
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	69.77
Total amount by Division					\$627,135.19
076	KPD-PROFESSIONAL STANDARDS				
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	1,330.89
302215	11/12/2021	6	IMPREST PETTY CASH FUND	PETTY CASH REIMB	16.00
302312	11/12/2021	10971	THE BUNKER	QUARTERMASTER SUPPLIES - GOULET/RAMOS/MATA	2,595.00
302312	11/12/2021	10971	THE BUNKER	QUARTERMASTER SUPPLIES	319.96
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	33.43
302427	11/24/2021	5823	GALLS, LLC	QUARTERMASTER SUPPLIES - CREDIT	-710.24
Total amount by Division					\$3,585.04
081	FIRE ADMINISTRATION				
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	ONSITE SHRED SERVICES	111.88
302255	11/12/2021	10782	MTS PARTNERS, INC., IPRINT TECHNOLOGIES	PRINTER INK	826.47
302283	11/12/2021	957	RANCH & HOME INC	PROPANE - SMALL TANK	18.03
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OPERATING SUPPLIES	3.24
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	104.47
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	131.55
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	175.30

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302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	175.67
302313	11/12/2021	7	THE SDM GROUP	BC MENTORING/COACHING	1,250.00
302474	11/24/2021	957	RANCH & HOME INC	PROPANE - SMALL TANK	23.54
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	44.49
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	99.00
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	204.27
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	146.26
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	181.82
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	15.89
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	18.35
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	5.03
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	121.09
302494	11/24/2021	7	THE SDM GROUP	COACHING & LEADERSHIP DEV.	1,250.00
302500	11/24/2021	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL SERVICE	16.11
Total amount by Division					\$4,922.46
082	FIRE SUPPRESSION				
302113	11/12/2021	10964	911 SUPPLY INC	UNIFORM WINTER COAT	57.02
302161	11/12/2021	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	4,143.00
302162	11/12/2021	2184	COLE, CARY	REIMBURSEMENT - UNIFORM SHOE PURCHASE	21.17
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	30.63
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	10.52
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	10.21
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	31.57
302234	11/12/2021	4244	L N CURTIS & SONS	5.5" WIDE ROGUE HOE	87.80
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	95.00
302267	11/12/2021	7831	ON SCENE MEDICAL SERVICES PC	PROFESSIONAL SERVICES	2,059.00
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	SUPPRESSION OPERATING SUPPLIES	61.23
302308	11/12/2021	7617	TARGETSOLUTIONS LEARNING, LLC	2022 ANNUAL RENEWAL	9,674.11
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.48
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.48
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	16.33
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	16.05
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.11
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	18.33
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	16.33
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.11
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,100.10
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM SEWING	2.93
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM PATCHES	2.44

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302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM SEWING	4.32
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM PATCHES	10.76
302374	11/24/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	UNIFORM BEANIES & HATS	134.23
302416	11/24/2021	9827	DAY WIRELESS SYSTEMS	HEADSET REPAIR - E1812	81.45
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRTS	21.08
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRTS	304.03
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRT	21.08
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRT - L/S	29.97
302474	11/24/2021	957	RANCH & HOME INC	UNIFORM STATION BOOTS	27.69
302505	11/24/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM SEWING	64.51
Total amount by Division					\$18,214.07
083	FIRE PREVENTION/INVESTIGATIC				
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES - PREVENTION	77.45
Total amount by Division					\$77.45
090	ENGINEERING				
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	0.34
302136	11/12/2021	34	BENTON COUNTY AUDITOR	RECORDING FEE PARCEL #124893011508001	204.50
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	524.28
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR FOR ENG. GROUP	38.00
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR FOR ENG. GROUP	32.24
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 PLANNER FOR ENG. GROUP	7.84
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDARS FOR ENG. GROUP	127.90
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 WALL CALENDAR	16.28
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 DESKPAD CALENDAR	7.84
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDARS	27.03
302265	11/12/2021	3700	OFFICE DEPOT INC	CREDIT FOR INV #184447774001	-10.85
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR	38.00
302265	11/12/2021	3700	OFFICE DEPOT INC	RETURN/CREDIT FOR 2022 CALENDAR	-38.00
302314	11/12/2021	172	THE TRI-CITY HERALD	VACATION OF RIGHT-OF-WAY AD	94.16
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	604.29
302372	11/24/2021	165	ARCTIC GLACIER USA INC	ICE	11.18
302416	11/24/2021	9827	DAY WIRELESS SYSTEMS	LIGHTS FOR TRUCK #6902	493.13
302465	11/24/2021	3700	OFFICE DEPOT INC	RETURN OF CALENDAR	-38.00
302465	11/24/2021	3700	OFFICE DEPOT INC	CALENDAR	9.29
302465	11/24/2021	3700	OFFICE DEPOT INC	WEBCAM	128.46
302495	11/24/2021	172	THE TRI-CITY HERALD	LATECOMERS PUBLIC HEARING	137.51
Total amount by Division					\$2,415.42
100	GF-NONDEPARTMENTAL				

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
EFT	11/16/2021	75668	KENNEWICK GOLF CORPORATION	TRANSFER FUNDING TO GOLF COURSE	30,000.00
EFT	11/24/2021	511	WA STATE DEPT OF RETIREMENT, SYSTEMS	PRIOR SERVICE CONTRIBUTION	217.00
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	JANITORIAL SVC - OCT 2021	4,917.85
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	WINDOW CLEANING SEMI-ANUAL SERVICE	5,312.57
302123	11/12/2021	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	HVAC LABOR & BLOW MOTOR - KEN. BRANCH LIBR.	2,813.17
302123	11/12/2021	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2021-11 HVAC MAINT	247.61
302132	11/12/2021	92	BENTON CLEAN AIR AGENCY	COK ASSESSMENT Q4-2021	18,864.70
302133	11/12/2021	8297	BENTON CO COMMISSIONERS	COVID-19 PANDEMIC RESPONSE CAMPAIGN - BENTON COUNT	18,238.18
302133	11/12/2021	8297	BENTON CO COMMISSIONERS	DISTRICT COURT & PROBATION COSTS-OCT 2021	81,244.20
302133	11/12/2021	8297	BENTON CO COMMISSIONERS	PUBLIC DEFENSE COSTS-OCT 2021	39,565.88
302137	11/12/2021	34	BENTON COUNTY AUDITOR	2021 PRIMARY ELECTION	59,377.64
302160	11/12/2021	435	CITY OF PASCO	ANIMAL CONTROL BUDGET ADJUSTMENT JAN-SEPT	44,499.25
302160	11/12/2021	435	CITY OF PASCO	ANIMAL SHELTER SERVICES - OCT 2021	26,391.91
302160	11/12/2021	435	CITY OF PASCO	1/3 COST OF NEW ANIMAL SHELTER DESIGN	5,813.67
302160	11/12/2021	435	CITY OF PASCO	NOVEMBER ANIMAL SHELTERING SERVICES	26,391.91
302175	11/12/2021	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	25.79
302175	11/12/2021	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	399.64
302175	11/12/2021	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	422.99
302243	11/12/2021	8208	MCBRIDE PUBLIC AFFAIRS LLC, THOMAS AND ANGELA MCB	LOBBYIST EXPENSES	4,120.00
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	MCL - 113129	44.53
302321	11/12/2021	5379	TRI CITIES HISPANIC, CHAMBER OF COMMERCE	MEMBERSHIP RENEWAL	450.00
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	2,370.57
302396	11/24/2021	83	CASCADE NATURAL GAS	GAS SERVICE	376.15
302414	11/24/2021	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	25.79
302414	11/24/2021	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	390.14
Total amount by Division					\$372,521.14
Total amount by Fund					\$1,472,632.05
102	STREET FUND				
000	FUND ACTIVITY				
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	39.00
Total amount by Division					\$39.00
010	FUND ACTIVITY				
302119	11/12/2021	9968	AG SPRAY EQUIPMENT, FIMCO INC	DE ICER HOSE	6.62
302119	11/12/2021	9968	AG SPRAY EQUIPMENT, FIMCO INC	HOSE CLAMPS FOR DE ICER	20.20
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - PAUL GAFFEY	138.23
302156	11/12/2021	5050	CENTRAL HOSE & FITTINGS INC	DE ICER FITTING	15.22
302174	11/12/2021	2966	CULBERT CONSTRUCTION INC	SNOW INSURANCE ADDITION	108.60
302191	11/12/2021	166	FARMERS EXCHANGE	BAR OIL FOR CHAIN SAW	16.28

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302191	11/12/2021	166	FARMERS EXCHANGE	CHAIN SAW CHAINS FOR ALL SAWS	266.00
302193	11/12/2021	8774	FASTENAL COMPANY	BRAKE CLEANER	108.58
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	374.48
302217	11/12/2021	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX 1ST AVE TREE ROOTS	556.63
302217	11/12/2021	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	COLD MIX	1,418.75
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2021	154.81
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2021	78.54
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	SALT SHED LIGHTS	283.07
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	HOSE CLAMPS FOR DE ICER	76.17
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	20.79
302292	11/12/2021	111	SHARPE & PRESZLER CONSTRUCTION	INSURANCE CERT. FOR SNOW REMOVAL	100.00
302320	11/12/2021	6529	TOTEM PACIFIC CORPORATION	34.57 TONS OF ROAD SALT	3,241.09
302320	11/12/2021	6529	TOTEM PACIFIC CORPORATION	ROAD SALT - 35.15 TONS	3,295.47
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	123.41
302344	11/12/2021	10694	WEATHERNET, NARWHAL MET LLC	WEATHER SERVICE	550.00
302379	11/24/2021	3707	BAXTER AUTO PARTS	SNOW/ICE EQUIPMENT PARTS	43.93
302379	11/24/2021	3707	BAXTER AUTO PARTS	WINTER PRE WET SYSTEM REPAIR PARTS	64.55
302379	11/24/2021	3707	BAXTER AUTO PARTS	FUSE FOR TRUCK	8.54
302422	11/24/2021	166	FARMERS EXCHANGE	SPRAY TANKS TO SPRAY WEEDS	111.40
302440	11/24/2021	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	13.86 TONS COLD MIX ASPHALT	1,730.98
302477	11/24/2021	3569	RAY POLAND AND SONS INC	SNOW/ICE INSURANCE	100.00
302495	11/24/2021	172	THE TRI-CITY HERALD	SOLID WASTE RATE CHANGE AD FOR 2022	92.40
302497	11/24/2021	6529	TOTEM PACIFIC CORPORATION	ROAD SALT	3,293.59
Total amount by Division					\$16,398.33
110	TRAFFIC				
302149	11/12/2021	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.75
302205	11/12/2021	1775	GRAINGER	CREDIT-CONCRETE DRILL FOR SIGN BREAKAWAY INSTALLS	-376.47
302205	11/12/2021	1775	GRAINGER	CONCRETE DRILL BIT FOR SIGN BREAKAWAY INSTALLS	16.73
302205	11/12/2021	1775	GRAINGER	DRILL BIT FOR SIGN INSTALL	16.73
302205	11/12/2021	1775	GRAINGER	DRILL FOR CONCRETE FOR BREAKAWAY SIGNS	374.65
302205	11/12/2021	1775	GRAINGER	FILTER ROLL	84.43
302205	11/12/2021	1775	GRAINGER	SPRAY PAINT	59.60
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	149.79
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2021	154.81
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2021	78.54
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	SILICONE	62.24
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	29.71
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	46.29
302288	11/12/2021	4618	RODDA PAINT COMPANY	PAINT THINNER FOR PAINT BUGGY	93.22

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302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	4.44
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	2.76
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	460.50
302355	11/12/2021	8612	WILSON, JONATHAN	UNIFORM ALLOWANCE	152.03
302363	11/12/2021	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	DECORATIVE LIGHT REPAIR PARTS	2,199.15
302363	11/12/2021	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	FUSE KITS FOR STREET LIGHTS	781.92
302363	11/12/2021	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	SPLICE BOOT	508.25
302372	11/24/2021	165	ARCTIC GLACIER USA INC	ICE	55.88
302375	11/24/2021	9445	AVERY DENNISON CORPORATION	INK FOR SIGN MAKING	1,665.26
302375	11/24/2021	9445	AVERY DENNISON CORPORATION	SIGN SHEETING	2,691.00
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	353.93
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	49.79
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	493.75
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	732.03
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	1,623.60
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	74.47
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	4,101.37
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	69.07
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	50.72
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	264.39
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	17,052.49
302413	11/24/2021	478	CUBIC ITS INC, CUBIC CORPORATION AND SUB	SYNCHRO + SIMTRAFFIC VERSION 11 UPGRADE	5,308.37
302423	11/24/2021	8774	FASTENAL COMPANY	NUTS AND BOLTS	12.91
302431	11/24/2021	1775	GRAINGER	BOLT CUTTERS	215.64
302431	11/24/2021	1775	GRAINGER	LUBRICANT SPRAY FOR LOCKS	72.79
302448	11/24/2021	78	KENNEWICK INDUSTRIAL & ELEC	SCOTCHKOTE AND STRIPPER	93.40
302471	11/24/2021	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	HAND TOOLS FOR BILL	47.22
302490	11/24/2021	2430	STONEWAY ELECTRIC SUPPLY	JUNCTION BOX AND LID	435.29
302512	11/24/2021	1035	WASHINGTON HARDWARE AND, FURNITURE CO	WEATHER STRIPPING	17.35
Total amount by Division					\$40,435.79
Total amount by Fund					\$56,873.12
103	ARTERIAL STREET FUND				
010	FUND ACTIVITY				
302157	11/12/2021	7002	CENTRAL WASHINGTON ASPHALT INC	P2101 PAYEST 4	592,268.59
302218	11/12/2021	529	INTERMOUNTAIN MATERIAL TESTING	HMA TESTING SERVICES FOR P2101-21	7,163.00
302315	11/12/2021	172	THE TRI-CITY HERALD	INVITATION TO BID FOR P2101-21	349.78
Total amount by Division					\$599,781.37

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Total amount by Fund					\$599,781.37
106 BI-PIN OPERATIONS FUND					
010 FUND ACTIVITY					
302310	11/12/2021	8	TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS	11,194.20
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.56
302492	11/24/2021	8	TELCO WIRING & REPAIR INC	CITY MONTHLY RECURRING BILLING OCTOBER 2021	270.00
302492	11/24/2021	8	TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS 11-2021	270.00
Total amount by Division					\$11,821.76
Total amount by Fund					\$11,821.76
107 COMMUNITY DEVELOPMENT FUN					
130 CDBG					
302419	11/24/2021	89	ELIJAH FAMILY HOMES	CDBG EFH QTR 3 SCHOLARSHIPS	68.40
302462	11/24/2021	8420	NWACDM - NORTHWEST ASSOCIATION, OF CD MANAGERS	2021-2022 MEMBERSHIP DUES	100.00
302481	11/24/2021	1129	SENIOR LIFE RESOURCES, INC.	MEALS ON WHEELS PROGRAM CDBG QTR 1, 2, AND 3	18,000.00
302495	11/24/2021	172	THE TRI-CITY HERALD	DIGITAL AD FOR CDBG 2022 AAP PUBLIC HEARING	450.00
302495	11/24/2021	172	THE TRI-CITY HERALD	PRINT AD FOR CDBG 2022 AAP PUBLIC HEARING	100.00
Total amount by Division					\$18,718.40
131 CARES-CDBG					
302382	11/24/2021	1626	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	CDBG-CV BFCAC UTILITY PAYMENTS	5,012.57
Total amount by Division					\$5,012.57
140 HOME					
302385	11/24/2021	4125	BENTON-FRANKLIN TITLE CO.	2K15-27 DPA PAYOFF 6YR PERIOD OF AFFORDABILITY	280.00
302400	11/24/2021	100	CITY OF RICHLAND	DPA LOAN PAYOFF 2K3-48	10,000.00
302400	11/24/2021	100	CITY OF RICHLAND	DPA LOAN PAYOFF 2K-08	24,199.63
302400	11/24/2021	100	CITY OF RICHLAND	DPA LOAN PARTIAL PAYMENT 98-01	2,000.00
302400	11/24/2021	100	CITY OF RICHLAND	DPA LOAN PAYOFF 2K3-24	10,000.00
Total amount by Division					\$46,479.63
Total amount by Fund					\$70,210.60
111 ASSET FORFEITURE FUND					
010 FUND ACTIVITY					
302237	11/12/2021	3914	LITTRELL, CHRISTOPHER	CAT REIMBURSEMENT	300.00
Total amount by Division					\$300.00
Total amount by Fund					\$300.00
116 LODGING TAX FUND					

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010 FUND ACTIVITY					
302086	11/02/2021	73761	TRI-CITIES VISITOR & CONV. BUR	OCTOBER-21 TOURISM	76,969.04
302322	11/12/2021	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2021-OCT	22,070.00
Total amount by Division					\$99,039.04
Total amount by Fund					\$99,039.04
 117 CRIMINAL JUSTICE SALES TAX FN					
042 CITY ATTORNEY					
302280	11/12/2021	3467	PRONTO PROCESS SERVICE, INC	LEGAL MESSENGER SERVICE-OCT 2021	12.50
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	53.13
302348	11/12/2021	853	WEST GROUP PAYMENT CENTER	WESTLAW SUBSCRIPTION-NOV 2021	846.55
Total amount by Division					\$912.18
 072 KPD-CRIMINAL INVESTIGATION					
302299	11/12/2021	7685	SPECIAL CONSULTING SERVICES, LLC	UNSOLVED HOMICIDE/MISSING PERSON CASES - OCTOBER	1,516.75
Total amount by Division					\$1,516.75
 073 KPD-PATROL					
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	869.97
Total amount by Division					\$869.97
Total amount by Fund					\$3,298.90
 118 HIDTA FIDUCIARY PROGRAM					
010 FUND ACTIVITY					
302143	11/12/2021	131	BROOKS BAWDEN MOORE LLC	TRAVEL REIMBURSEMENT	365.38
302155	11/12/2021	5662	CELLEBRITE USA, CORP	CCO/CCPA CERTIFICATION TRAINING	19,250.00
302158	11/12/2021	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	5,075.60
302181	11/12/2021	10225	DURAN, MATTHEW LAWRENCE	TRAVEL REIMBURSEMENT	1,624.74
302181	11/12/2021	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	6,706.07
302188	11/12/2021	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	3,572.30
302239	11/12/2021	105	LORD, VICTORIA	NW HIDTA INTELLIGENCE ANALYST	3,541.67
302278	11/12/2021	11026	POWELL, ELIZABETH	NW HIDTA PUBLIC HEALTH ANALYST	2,916.67
302278	11/12/2021	11026	POWELL, ELIZABETH	TRAVEL REIMBURSEMENT	100.00
302284	11/12/2021	10914	RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	4,234.69
302289	11/12/2021	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	4,860.13
302304	11/12/2021	82	STERLING COMPUTERS CORP	NWHIDTA DELL VXRAIL SYSTEM QUOTE #756529705	179,266.51
302304	11/12/2021	82	STERLING COMPUTERS CORP	NWHIDTA DELL VXRAIL SYSTEM QUOTE #756529705	100,382.63
302346	11/12/2021	10001	WEINER, JONATHAN M	TRAVEL REIMBURSEMENT	1,278.52
302346	11/12/2021	10001	WEINER, JONATHAN M	TRAVEL REIMBURSEMENT	1,973.09
302346	11/12/2021	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	7,844.17

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302346	11/12/2021	10001	WEINER, JONATHAN M	TRAVEL REIMBURSEMENT	896.36
302399	11/24/2021	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	5,075.60
302417	11/24/2021	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	6,706.07
302421	11/24/2021	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	3,572.30
302453	11/24/2021	105	LORD, VICTORIA	NW HIDTA INTELLIGENCE ANALYST	3,541.67
302472	11/24/2021	11026	POWELL, ELIZABETH	NW HIDTA PUBLIC HEALTH ANALYST	2,916.67
302475	11/24/2021	10914	RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	4,234.69
302480	11/24/2021	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	4,860.13
302514	11/24/2021	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	7,844.17
Total amount by Division					\$382,639.83
Total amount by Fund					\$382,639.83
119	CORONAVIRUS FISCAL RECOVER				
010	FUND ACTIVITY				
302468	11/24/2021	3458	PARAMOUNT COMMUNICATIONS INC	COUNCIL CHAMBERS AV CABLING - 90 PERCENT PAYMENT	11,774.81
Total amount by Division					\$11,774.81
Total amount by Fund					\$11,774.81
200	DEBT SERVICE FUND				
260	2010B LRF BOND ISSUE				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2020B ADMIN FEES	300.00
Total amount by Division					\$300.00
270	2011 GO REFUNDING BONDS				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2011 ADMIN FEES	300.00
Total amount by Division					\$300.00
280	2015B GO BOND ISSUE				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2015B ADMIN FEES	300.00
Total amount by Division					\$300.00
285	2015A GO BOND ISSUE				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2015A ADMIN FEES	300.00
Total amount by Division					\$300.00
290	2016 GO BOND ISSUE				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2016 ADMIN FEES	300.00
Total amount by Division					\$300.00
295	2020A GO BOND ISSUE				
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2020A ADMIN FEES	300.00

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					Total amount by Division	\$300.00
					Total amount by Fund	\$1,800.00
300	CAPITAL IMPROVEMENTS FUND					
000	FUND ACTIVITY					
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	47.21	
					Total amount by Division	\$47.21
010	FUND ACTIVITY					
302251	11/12/2021	9992	MIOVISION TECHNOLOGIES INC	TRAFFIC VOLUME COUNTING	232.00	
302274	11/12/2021	6433	PAVEMENT SURFACE CONTROL	P2106 CRACK SEAL PE	9,778.75	
302315	11/12/2021	172	THE TRI-CITY HERALD	REQUEST FOR QUALIFICATIONS AD	570.87	
302316	11/12/2021	2817	THREE RIVERS CONVENTION CTR	SEMI-ANNUAL CONTRIBUTION	50,430.99	
302350	11/12/2021	2368	WESTERN SYSTEMS INC	SIGNAL CONTROLLER CABINET	42,616.95	
302493	11/24/2021	153	TESLYTE LLC	LED RETROFIT KITS	3,994.37	
					Total amount by Division	\$107,623.93
160	LAND & FACILITIES					
302274	11/12/2021	6433	PAVEMENT SURFACE CONTROL	P2106 CRACK SEAL PE	18,233.94	
302302	11/12/2021	1288	STATEWIDE RENT-A-FENCE, INC.	K2106 FENCE FOR PROJCT	1,175.05	
302305	11/12/2021	6811	SUPERIOR TREE SERVICE LLC	TRIMS & REMOVALS - COL. PARK	11,827.63	
302305	11/12/2021	6811	SUPERIOR TREE SERVICE LLC	TRIMMING & STUMP REMOVAL - COL. PARK	11,350.87	
302305	11/12/2021	6811	SUPERIOR TREE SERVICE LLC	TREE TRIMMING - YELM PARK	1,662.67	
302305	11/12/2021	6811	SUPERIOR TREE SERVICE LLC	TREE TRIMMING - COL. PARK	1,741.94	
302365	11/12/2021	6389	COLUMBIA ELECTRIC SUPPLY	FROST LIGHTING UPGRADE BULBS	3,912.32	
302365	11/12/2021	6389	COLUMBIA ELECTRIC SUPPLY	FROST LIGHTING UPGRADE	271.39	
302365	11/12/2021	6389	COLUMBIA ELECTRIC SUPPLY	FROST LIGHTING UPGRADE	211.77	
302365	11/12/2021	6389	COLUMBIA ELECTRIC SUPPLY	FROST LIGHTING UPGRADE	9,643.68	
302365	11/12/2021	6389	COLUMBIA ELECTRIC SUPPLY	CREDIT	-42.68	
302371	11/24/2021	739	ANDERSON PERRY & ASSOCIATES, INC	CULTURAL MONITORING PH 1 CP BANK STABIL SWR20-022	5,861.08	
302429	11/24/2021	1413	GOODMAN & MEHLENBACHER, INC.	CP LEVEE 5D REPAIR - 90 PERCENT PMT	22,678.00	
					Total amount by Division	\$88,527.66
170	CAPITAL PURCHASES					
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	11,625.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	1,152.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	12,000.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	12,000.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	630.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	12,000.00	
302502	11/24/2021	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	2,614.30	

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					Total amount by Division	\$52,021.30
					Total amount by Fund	\$248,220.10
303	URBAN ARTERIAL STREET FUND					
010	FUND ACTIVITY					
302167	11/12/2021	32	COMMONSTREET CONSULTING LLC	P2012 CONSULTANT INVOICE	2,856.00	
302176	11/12/2021	867	DAVID EVANS & ASSOCIATES, INC.	P1402 CONSULTANT INVOICE	1,516.29	
					Total amount by Division	\$4,372.29
					Total amount by Fund	\$4,372.29
304	ADVANCE FUNDED GRANTS					
010	FUND ACTIVITY					
302285	11/12/2021	3569	RAY POLAND AND SONS INC	P1918 PAYEST 6 FINAL	229,193.80	
302448	11/24/2021	78	KENNEWICK INDUSTRIAL & ELEC	#10 GAGE WIRE	421.75	
					Total amount by Division	\$229,615.55
					Total amount by Fund	\$229,615.55
370	GO BOND 2020A FUND					
010	FUND ACTIVITY					
302129	11/12/2021	10834	BASIN BUILDING SOLUTIONS LLC	COMMISSIONING AUTHORITY SERVICES	12,412.50	
302144	11/12/2021	80	BRUTZMAN'S INC	ST.#3 - INSTALL GROMMETS IN WORK DESKS	137.81	
302144	11/12/2021	80	BRUTZMAN'S INC	FIRE STATION 3 FURNITURE	1,611.77	
302219	11/12/2021	589	INTERWEST TECHNOLOGY SYSTEMS, INC.	ST.#3 - INSTALL NETWORK DROPS	356.74	
302391	11/24/2021	80	BRUTZMAN'S INC	CHAIR GLIDES	101.91	
302452	11/24/2021	10613	LOCUTION SYSTEMS, INC.	STATION 3 LOCUTION (REMAINDER FROM MIGRATION)	5,280.68	
					Total amount by Division	\$19,901.41
					Total amount by Fund	\$19,901.41
371	GO BOND 2021 FUND					
010	FUND ACTIVITY					
302309	11/12/2021	7079	TCA ARCHITECTURE PLANNING INC	FIRE STATION #1 ARCHITECTURAL SERVICES	12,135.39	
					Total amount by Division	\$12,135.39
					Total amount by Fund	\$12,135.39
402	MEDICAL SERVICES FUND					
000	FUND ACTIVITY					
302090	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2007306:1 AMBULANCE REFUND	96.46	
302091	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2103340 AMBULANCE REFUND	144.80	

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302092	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2100280 AMBULANCE REFUND	302.29
302093	11/10/2021	99993	AMBULANCE REFUNDS	KFD1903999 AMBULANCE REFUND	2.05
302094	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2105895 AMBULANCE REFUND	145.40
302095	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2100620:1 AMBULANCE REFUND	125.00
302096	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2104440 AMBULANCE REFUND	97.69
302097	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2106428 AMBULANCE REFUND	2.00
302098	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2102246:1 AMBULANCE REFUND	145.00
302099	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2103529:1 AMBULANCE REFUND	210.80
302100	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2101519:1 AMBULANCE REFUND	66.00
302101	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2103348 AMBULANCE REFUND	41.20
302102	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2006540:1 AMBULANCE REFUND	83.51
302103	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2106196 AMBULANCE REFUND	412.00
302104	11/10/2021	99993	AMBULANCE REFUNDS	280-KFD2103296 AMBULANCE REFUND	10.00
Total amount by Division					\$1,884.20
010	FUND ACTIVITY				
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	8,697.45
302113	11/12/2021	10964	911 SUPPLY INC	UNIFORM WINTER COAT	323.08
302140	11/12/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	35.58
302140	11/12/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	151.54
302140	11/12/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	21.72
302140	11/12/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	26.39
302152	11/12/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	266.74
302152	11/12/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	77.84
302152	11/12/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	57.26
302152	11/12/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	9.12
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	ONSITE SHRED SERVICES	111.88
302159	11/12/2021	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	22.23
302161	11/12/2021	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	16,572.00
302162	11/12/2021	2184	COLE, CARY	REIMBURSEMENT - UNIFORM SHOE PURCHASE	119.96
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	173.52
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	59.65
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	57.84
302200	11/12/2021	5823	GALLS, LLC	UNIFORM SHIRT	178.93
302236	11/12/2021	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	1,399.16
302236	11/12/2021	8868	LIFE-ASSIST	IV SUPPLIES	608.16
302236	11/12/2021	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	1,063.80
302236	11/12/2021	8868	LIFE-ASSIST	REPLACEMENT BP GAUGES	134.79
302236	11/12/2021	8868	LIFE-ASSIST	IV SUPPLIES	608.16
302236	11/12/2021	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	760.56

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302236	11/12/2021	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	37.47
302261	11/12/2021	5532	NORCO, INC.	CYLINDER RENTAL	24.11
302270	11/12/2021	917	OXARC, INC.	OXYGEN	121.50
302270	11/12/2021	917	OXARC, INC.	OXYGEN	121.50
302270	11/12/2021	917	OXARC, INC.	OXYGEN	101.33
302283	11/12/2021	957	RANCH & HOME INC	PROPANE - SMALL TANK	18.03
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OPERATING SUPPLIES	3.22
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	104.47
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	131.54
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	175.30
302301	11/12/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	175.66
302306	11/12/2021	10778	SYSTEMS DESIGN WEST LLC	EMS BILLING SEPT 2021	9,794.54
302313	11/12/2021	7	THE SDM GROUP	BC MENTORING/COACHING	1,250.00
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	87.69
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	87.69
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	92.54
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	90.92
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	85.62
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	103.85
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	92.54
302329	11/12/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	85.62
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	813.11
302360	11/12/2021	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	409.63
302360	11/12/2021	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	110.80
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM SEWING	16.62
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM PATCHES	13.85
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM SEWING	24.41
302366	11/24/2021	552	10TH AVENUE CLEANERS,LLC	UNIFORM PATCHES	60.92
302374	11/24/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	UNIFORM BEANIES & HATS	760.63
302389	11/24/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	85.65
302389	11/24/2021	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	52.17
302389	11/24/2021	3495	BOUND TREE MEDICAL LLC	SAFETY GLASSES	63.48
302394	11/24/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	179.02
302394	11/24/2021	7715	CARDINAL HEALTH 411, INC	MEDICATION	15.00
302394	11/24/2021	7715	CARDINAL HEALTH 411, INC	MMCAP SHAREBACK	40.14
302416	11/24/2021	9827	DAY WIRELESS SYSTEMS	HEADSET REPAIR - E1812	81.45
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRTS	119.47
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRTS	1,722.77
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRT	119.47
302427	11/24/2021	5823	GALLS, LLC	UNIFORM SHIRT - L/S	169.84

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302451	11/24/2021	8868	LIFE-ASSIST	REFUND - REF; INV.1143965	-347.52
302451	11/24/2021	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	235.15
302451	11/24/2021	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	1,262.44
302451	11/24/2021	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	676.24
302455	11/24/2021	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	259.80
302460	11/24/2021	5532	NORCO, INC.	CYLINDER RENTAL	24.91
302474	11/24/2021	957	RANCH & HOME INC	UNIFORM STATION BOOTS	156.92
302474	11/24/2021	957	RANCH & HOME INC	PROPANE - SMALL TANK	23.55
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	44.47
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	99.01
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	204.27
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	146.25
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	181.81
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	15.89
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	18.36
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	5.03
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	121.08
302491	11/24/2021	10778	SYSTEMS DESIGN WEST LLC	EMS BILLING OCT 2021	10,600.38
302494	11/24/2021	7	THE SDM GROUP	COACHING & LEADERSHIP DEV.	1,250.00
302500	11/24/2021	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL SERVICE	16.11
302505	11/24/2021	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM SEWING	365.55
302518	11/24/2021	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	155.45
302518	11/24/2021	6869	ZOLL MEDICAL CORPORATION	AUX. POWER SUPPLY	396.28
302518	11/24/2021	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	310.90
302518	11/24/2021	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	316.13
Total amount by Division					\$65,719.39
Total amount by Fund					\$67,603.59
403	BUILDING SAFETY FUND				
000	FUND ACTIVITY				
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	8.43
Total amount by Division					\$8.43
010	FUND ACTIVITY				
EFT	11/02/2021	70016	U.S. BANK	MERCHANT FEES	2,416.95
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	224.69
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	406.59
Total amount by Division					\$3,048.23
Total amount by Fund					\$3,056.66

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405 STORMWATER UTILITY FUND					
010 FUND ACTIVITY					
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	3,915.77
302149	11/12/2021	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.75
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	374.48
302218	11/12/2021	529	INTERMOUNTAIN MATERIAL TESTING	EARTHWORK/COMPACTION TESTING FOR P2019-21	573.50
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FUEL ANTI GEL AND HEADLAMPS	109.58
302262	11/12/2021	6668	NW CONSTRUCTION SUPPLY	CULVERT PIPE FOR CASCADE HILL AND 28TH	2,710.45
302265	11/12/2021	3700	OFFICE DEPOT INC	BLUETOOTH ADAPTOR	24.97
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	17.30
302269	11/12/2021	1912	OWEN EQUIPMENT COMPANY	VAC CON JET LEADER HOSE	766.07
302315	11/12/2021	172	THE TRI-CITY HERALD	INVITATION TO BID FOR P2019-21	358.97
302323	11/12/2021	6270	TRI-CITY SIGN & BARRICADE, CONSTRUCTION AHEAD INC	SURVEY MARKING PAINT	59.43
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	331.68
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	60.23
302387	11/24/2021	163	BLACK, MICHAEL	STORMWATER STUDY 2021	914.71
302441	11/24/2021	529	INTERMOUNTAIN MATERIAL TESTING	TESTING SERVICES FOR P2019 (GARFIELD/BLACKBERRY)	1,279.50
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FLOOR DRY	1,057.22
302509	11/24/2021	164	WA STATE DEPARTMENT OF ECOLOGY	PERMIT FEE	31,576.58
302519	11/30/2021	9403	ALLSTAR CONSTRUCTION GROUP,INC	P2019 PAYEST 1	77,719.99
Total amount by Division					\$121,906.18
Total amount by Fund					\$121,906.18
410 WATER AND SEWER FUND					
000 FUND ACTIVITY					
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	86.34
302128	11/12/2021	108	BADGER METER INC	302513 METER BADGER - (#103-2231) M120 - 1-1/2"	777.58
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	INV 400 METER BOXES	19,759.99
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	INV 400 METER BOX LIDS	6,790.54
302209	11/12/2021	865	HD FOWLER COMPANY INC	300 INV - QUICK JOINTS	786.36
302209	11/12/2021	865	HD FOWLER COMPANY INC	372013 CENTER RING - 12" 501 B ROMAC	435.30
302209	11/12/2021	865	HD FOWLER COMPANY INC	372013 CENTER RING - 12" 501 B ROMAC	329.35
302377	11/24/2021	108	BADGER METER INC	302520 METER BADGER - (#103-2649) M170 - 2" MUS	4,525.37
302435	11/24/2021	865	HD FOWLER COMPANY INC	372098 BOLTS, GASKET AND GLAND PACK FOR 6"	1,310.07
302435	11/24/2021	865	HD FOWLER COMPANY INC	INV 300 - PLUGS	241.09
Total amount by Division					\$35,041.99
010 FUND ACTIVITY					
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	90,041.92
302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	JANITORIAL SVC - OCT 2021	567.96

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302121	11/12/2021	5911	AMERICAN BUILDING MAINTENANCE	WINDOW CLEANING SEMI-ANUAL SERVICE	480.54
302122	11/12/2021	7400	ANALYTICAL SERVICES INC	SPORE ANALYSIS	215.00
302123	11/12/2021	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2021-11 HVAC MAINT	700.46
302124	11/12/2021	490	APPLIED INDUSTRIAL TECH, INC.	SED BASIN REPAIR ITEM	135.40
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - RYAN PAULSON	227.84
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - GREG MENDOZA	22.78
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - BILL HANSFORD	29.87
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - LUKE FREEMAN	395.28
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - KEVIN WEBB	167.85
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - BRYAN SOLOMON	322.80
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - TROY FULTON	145.07
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - AUSTIN MEYER	20.72
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - RAMON CHAVARRIA	174.39
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - JUAN TIJERINA	153.45
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - RAYMON DOTY	152.19
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DEAN BUGHER	219.83
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - ANGEL GOMEZ III	137.42
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - ALLEN BOLT	59.69
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - BRIAN BRITTAIN	224.80
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DARRELL BUCK	249.51
302126	11/12/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - MICHAEL HANSON	65.16
302127	11/12/2021	88	AWWA AMERICAN WATER WORKS, ASSOCIATION	2022 AWWA MEMBERSHIP DUES	4,221.00
302130	11/12/2021	214	BASIN DEPARTMENT STORE	OE UNIFORM - JUAN TIJERINA - BASIN DEPT STORE	118.37
302130	11/12/2021	214	BASIN DEPARTMENT STORE	OE UNIFORM - MATT PENTLAND - BASIN DEPARTMENT STOR	118.37
302138	11/12/2021	93	BENTON FRANKLIN DISTRICT, HEALTH	BACT SAMPLE ANALYSIS	2,695.00
302138	11/12/2021	93	BENTON FRANKLIN DISTRICT, HEALTH	QUARTERLY TKN TESTING PER OUR PERMIT	76.00
302142	11/12/2021	458	BRIGGS, PAUL	UNIFORM ALLOWANCE	217.16
302149	11/12/2021	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.74
302154	11/12/2021	555	CASCADE COLUMBIA DISTRIBUTION, CO	WTP CHEMICALS - SODIUM PERMANGANATE	9,194.70
302163	11/12/2021	1310	COLEMAN OIL COMPANY	CANYON LKS GEN. FUEL	550.01
302165	11/12/2021	505	COLUMBIA GRAIN & FEED INC	WEEDEATER	360.66
302169	11/12/2021	4853	CONNELL OIL INC, 76 DISTRIBUTING	FIRE HYDRANT GREASE (FOOD GRADE)	187.53
302171	11/12/2021	143	CORRECT EQUIPMENT INC	AIR RELIEF VALVES	710.15
302184	11/12/2021	6264	EH WACHS	REPAIRS TO VALVE TURNER AFTER ACCIDENT	1,553.34
302193	11/12/2021	8774	FASTENAL COMPANY	PARTS FOR 1 1/2" AND 2" METER SETS	138.22
302195	11/12/2021	4147	FEDEX	SHIPPING	81.03
302195	11/12/2021	4147	FEDEX	SHIPPING	115.96
302195	11/12/2021	4147	FEDEX	SHIPPING	91.62
302195	11/12/2021	4147	FEDEX	SHIPPING	84.71
302195	11/12/2021	4147	FEDEX	SHIPPING	104.80

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302196	11/12/2021	86	FERGUSON ENTERPRISES INC	CHLORINE REPAIR FOR COL 5 PIPING	96.41
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	SLIP FITTING CHLORINE REPAIR AT COL 5	6.78
302196	11/12/2021	86	FERGUSON ENTERPRISES INC	FLANGE BOLT KIT FOR VALVE REPLACEMENT	65.29
302198	11/12/2021	81	FNS COLLISION GROUP LLC	DAMAGE REPAIR TO METER READER TRUCK	2,304.76
302198	11/12/2021	81	FNS COLLISION GROUP LLC	REPAIR OF DAVE HANSEN TRUCK	1,254.63
302203	11/12/2021	10930	GOMEZ JR, ANGEL	UNIFORM REIMBURSEMENT - PURCHASE OF BOOTS	228.05
302205	11/12/2021	1775	GRAINGER	DOOR INTRUSION SENSORS FOR RESERVOIRS AND BOOSTER	270.32
302205	11/12/2021	1775	GRAINGER	FLOATS FOR LIFT STATIONS	188.63
302206	11/12/2021	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	LAGOON #1 LINER REPAIRS	135.72
302206	11/12/2021	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	HOSE REPAIR FITTINGS	12.58
302208	11/12/2021	1482	HACH COMPANY	SC200 CONTROLLER - WTP	2,604.88
302208	11/12/2021	1482	HACH COMPANY	COD TESTING SUPPLIES	234.57
302208	11/12/2021	1482	HACH COMPANY	LAB SUPPLIES FOR BOD'S	13.66
302208	11/12/2021	1482	HACH COMPANY	CL2 TEST KIT	120.42
302209	11/12/2021	865	HD FOWLER COMPANY INC	PARTS - FIRE HYDRANT REPAIR	905.70
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	2,621.38
302216	11/12/2021	532	INDUSTRIAL SOFTWARE SOLUTIONS	AVEVA SOFTWARE SUPPORT AND UPDATES	14,791.32
302217	11/12/2021	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	ASPHALT RESTORATION DUE TO WATER LEAKS/REPAIRS	219.01
302218	11/12/2021	529	INTERMOUNTAIN MATERIAL TESTING	EARTHWORK/COMPACTION TESTING SERVICES FOR P1936	219.50
302221	11/12/2021	4713	J-U-B ENGINEERS INC	P1514 CONSULTANT INVOICE	391.50
302221	11/12/2021	4713	J-U-B ENGINEERS INC	P2025 CONSULTANT INVOICE	4,576.20
302221	11/12/2021	4713	J-U-B ENGINEERS INC	P2114 CONSULTANT INVOICE	1,969.70
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2021	159.49
302228	11/12/2021	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2021	80.92
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	AIR RELIEF REPAIR ASR	19.67
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	HANDLE, COUPLNG, & COVER - TOILET REPAIR	30.64
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	28TH AND IRVING INTRUSION ALARM REPAIRS	42.22
302245	11/12/2021	2254	MCMASTER-CARR SUPPLY COMPANY	FITTINGS FOR UV MAINTENANCE	15.78
302247	11/12/2021	6441	MERRELL BROTHERS INC	P2109 PAYEST 2 FINAL	1,005,671.64
302248	11/12/2021	7361	MESSENGER, GEORGE	UNIFORM ALLOWANCE	400.00
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	WFP - 10128	41.27
302253	11/12/2021	5112	MOON SECURITY SERVICES, INC	SCADA - DAK0001	31.50
302260	11/12/2021	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES	259.10
302260	11/12/2021	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES	552.19
302265	11/12/2021	3700	OFFICE DEPOT INC	PAINT SHARPIES FOR WATER CREW	34.80
302265	11/12/2021	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	9.76
302265	11/12/2021	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	52.61
302265	11/12/2021	3700	OFFICE DEPOT INC	CREDIT FOR INV #185678692001	-6.46
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	163.42
302265	11/12/2021	3700	OFFICE DEPOT INC	2022 CALENDAR ORDERS - PUBLIC WORKS	587.10

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302270	11/12/2021	917	OXARC, INC.	FILLED OXYGEN BOTTLES FOR TRUCK #5313	51.56
302276	11/12/2021	140	PENTLAND, MATTHEW	UNIFORM ALLOWANCE	170.56
302282	11/12/2021	8218	QUALITY CONTROL SERVICES, INC.	YEARLY CALIBRATION ON EQUIPMENT	210.00
302292	11/12/2021	111	SHARPE & PRESZLER CONSTRUCTION	P1936 PAYEST 2 FINAL	52,709.11
302311	11/12/2021	3952	TESSCO INC	ANTENNA FOR THOMPSON HILL	221.86
302315	11/12/2021	172	THE TRI-CITY HERALD	INVITATION TO BID FOR P2109-21	290.03
302315	11/12/2021	172	THE TRI-CITY HERALD	INVITATION TO BID AD P1514-21	257.86
302315	11/12/2021	172	THE TRI-CITY HERALD	INVITATION TO BID	308.42
302317	11/12/2021	11021	TIJERINA, JUAN	UNIFORM ALLOWANCE	244.80
302319	11/12/2021	930	TOTAL ENERGY MANAGEMENT	HVAC WWTP EFFLUENT PUMP 95 PERCENT	14,291.63
302327	11/12/2021	3883	U R M CASH & CARRY	DISTILLED WATER FOR ANALYSIS	15.31
302327	11/12/2021	3883	U R M CASH & CARRY	WASTE BASKET FOR WWTP	8.13
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	15.28
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	81.81
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	65.52
302333	11/12/2021	7925	USA BLUEBOOK, HD SUPPLY FACILITIES MAIN	HARDNESS TESTING KIT	114.03
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	2,633.01
302334	11/12/2021	30	VERIZON NORTHWEST	AIR CARD FOR CAMERA PROJECT	53.91
302342	11/12/2021	146	WATER MANAGEMENT LABORATORIES INC	HAB TESTING	600.00
302342	11/12/2021	146	WATER MANAGEMENT LABORATORIES INC	BOTTLES SUPPLY	52.00
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	402.06
302369	11/24/2021	7400	ANALYTICAL SERVICES INC	SPORE ANALYSIS	215.00
302370	11/24/2021	2738	ANATEK LABS INC	WATER ANALYSIS	840.00
302372	11/24/2021	165	ARCTIC GLACIER USA INC	ICE	89.40
302374	11/24/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - TREVOR BRAIN	82.51
302374	11/24/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DUSTIN GERLACH	139.79
302374	11/24/2021	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - MATTHEW PENTLAND	360.20
302378	11/24/2021	4052	BATTERIES PLUS	UPS FOR 23RD AND GUM	210.63
302379	11/24/2021	3707	BAXTER AUTO PARTS	FAN BELT FOR MAKE UP AIR UNIT, SCREEN ROOM	12.32
302379	11/24/2021	3707	BAXTER AUTO PARTS	BELT FOR MAKE UP AIR UNIT, UV ROOM	12.32
302379	11/24/2021	3707	BAXTER AUTO PARTS	SPARE FAN BELT FOR MAKE UP AIR UNITS	12.32
302379	11/24/2021	3707	BAXTER AUTO PARTS	SCREEN ROOM EXHAUST FAN BELT	36.61
302380	11/24/2021	8246	BEAVER BARK & ROCK PRODUCTS	CONCRETE FOR PROJECTS	5.13
302383	11/24/2021	93	BENTON FRANKLIN DISTRICT, HEALTH	BACT ANALYSIS	2,770.00
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	76.21
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	32,978.73
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	6,931.18
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	28,483.40
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	2,935.01
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	36.86

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302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	12,654.90
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	258.63
302384	11/24/2021	84	BENTON PUD NO. 1	ELECTRICITY	20,020.28
302396	11/24/2021	83	CASCADE NATURAL GAS	GAS SERVICE	347.40
302396	11/24/2021	83	CASCADE NATURAL GAS	GAS SERVICE	69.84
302401	11/24/2021	5777	CLEARWATER NAPA, TAYLOR AUTOMOTIVE	SUPPLIES FOR VEHICLE CLEANING	18.62
302404	11/24/2021	6389	COLUMBIA ELECTRIC SUPPLY	CORD GRIP PARTS FOR AERATORS IN LAGOON #1	70.48
302406	11/24/2021	498	COLUMBIA PUMPING/CONSTRUCTION	SIDE WALK REPLACEMENT DUE TO MAINLINE LEAK REPAIRS	4,100.74
302406	11/24/2021	498	COLUMBIA PUMPING/CONSTRUCTION	SIDEWALK REPLACEMENT FOR FIRE HYDRANT PROGRAM	5,282.30
302422	11/24/2021	166	FARMERS EXCHANGE	SALT FOR HYPO GENERATION	40.86
302424	11/24/2021	4147	FEDEX	SHIPPING	103.28
302425	11/24/2021	86	FERGUSON ENTERPRISES INC	FIRE HYDRANT FOR DUTCH BROS.	2,486.46
302431	11/24/2021	1775	GRAINGER	SPRINGS FOR THE BRUSH SYSTEM ON IC #1	74.69
302431	11/24/2021	1775	GRAINGER	SPRING FOR THE BRUSH SYSTEM ON IC #1	16.40
302433	11/24/2021	7234	GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	P2024 CONSULTANT INVOICE	4,163.19
302434	11/24/2021	1482	HACH COMPANY	BENCHTOP ANALYTICAL EQUIPMENT	4,855.12
302435	11/24/2021	865	HD FOWLER COMPANY INC	CREDIT	-188.64
302436	11/24/2021	6569	HDR INC	P2117 CONSULTANT INVOICE	5,201.54
302438	11/24/2021	21	HUSK OFFICE FURNITURE, AND SUPPLIES INC	PACKAGE TAPE	20.62
302445	11/24/2021	4624	JCI JONES CHEMICALS INC	WTP CHEMICALS	2,935.00
302445	11/24/2021	4624	JCI JONES CHEMICALS INC	RC5 SODIUM HYPOCHLORITE	5,580.07
302459	11/24/2021	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES	981.80
302463	11/24/2021	7852	O M W B E, OFFICE OF MINORITY, & WOMEN'S BUSINESS	POLITICAL SUBDIVISION FEE 7/1/21 - 6/30/2023	300.00
302465	11/24/2021	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	28.58
302465	11/24/2021	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	6.36
302469	11/24/2021	1040	PARAMOUNT SUPPLY COMPANY	AIR FILTERS	106.34
302471	11/24/2021	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	WWTP EFFLUENT VFD INSTALLATION SUPPLIES	296.99
302474	11/24/2021	957	RANCH & HOME INC	TOOLS FOR THE VACCON	65.13
302474	11/24/2021	957	RANCH & HOME INC	NEW CONNECTOR FOR THE WINCH	41.26
302483	11/24/2021	8114	SERV-A-PURE COMPANY	DI TANK FOR THE LAB WATER	235.00
302496	11/24/2021	930	TOTAL ENERGY MANAGEMENT	WWTP HVAC UNIT	12,769.74
302501	11/24/2021	17	TWIN CITY METALS INC	METAL FOR VALVE WRENCH FABRICATION	27.69
302501	11/24/2021	17	TWIN CITY METALS INC	CUTTING DISKS FOR THE SHOP	40.73
302501	11/24/2021	17	TWIN CITY METALS INC	MATERIALS TO FABRICATE VALVE WRENCHES	182.91
302503	11/24/2021	3883	U R M CASH & CARRY	WATER ANALYSIS SUPPLIES	20.23
302503	11/24/2021	3883	U R M CASH & CARRY	SAMPLING SUPPLIES	13.01
302506	11/24/2021	3881	UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	434.73
302507	11/24/2021	9578	V W R SCIENTIFIC, DIV VWR SCIENTIFIC PROD.	LAB SUPPLIES	139.53
302509	11/24/2021	164	WA STATE DEPARTMENT OF ECOLOGY	WWTP PERMIT FEE - 1ST HALF PAYMENT	33,499.44
302510	11/24/2021	164	WA STATE DEPARTMENT OF ECOLOGY	DEBT SERVICE PAYMENT LN-000001646	85,194.39

City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302511	11/24/2021	63	WA STATE DEPT TRANSPORTATION, HIGHWAYS & LOCAL PR	PROJECT COSTS FOR SEP. 2021 (P1936)	390.51
302513	11/24/2021	146	WATER MANAGEMENT LABORATORIES INC	ANATOXIN A ANALYSIS	2,750.00
302513	11/24/2021	146	WATER MANAGEMENT LABORATORIES INC	ANATOXIN-A ANALYSIS	750.00
302516	11/24/2021	5380	WESTERN SYSTEMS FABRICATION, INC	POWER PLUG FOR THE TV CAMERA	426.72
Total amount by Division					\$1,512,798.34
205	SEWER AREA CHARGE				
302443	11/24/2021	4713	J-U-B ENGINEERS INC	P1605 CONSULTANT INVOICE	3,309.90
Total amount by Division					\$3,309.90
Total amount by Fund					\$1,551,150.23
411	W/S 2019 REVENUE BOND FUND				
010	FUND ACTIVITY				
302125	11/12/2021	10835	ATLAS TECHNICAL CONSULTANTS, L	P1810 THIRD PARTY INSPECTION	413.75
302290	11/12/2021	7084	ROTSCHY INC	P1810 PAYEST 19	520,531.20
302330	11/12/2021	7942	US BANK NATIONAL ASSOCIATION	GO BOND 2019-REV ADMIN FEES	300.00
302373	11/24/2021	10835	ATLAS TECHNICAL CONSULTANTS, L	P1810 THIRD PARTY INSPECTION	1,087.50
302436	11/24/2021	6569	HDR INC	P1810 CONSULTANT INVOICE	876.48
Total amount by Division					\$523,208.93
Total amount by Fund					\$523,208.93
501	EQUIPMENT RENTAL FUND				
000	FUND ACTIVITY				
EFT	11/24/2021	167	WA STATE DEPT OF REVENUE	EXCISE TAX	143.70
302131	11/12/2021	4052	BATTERIES PLUS	747030 BATTERY - SLI65AGMDP 12V 65 AGM 60 G-65	952.97
302165	11/12/2021	505	COLUMBIA GRAIN & FEED INC	755060 GUARD - POWER TRIM	66.25
302169	11/12/2021	4853	CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	347.96
302169	11/12/2021	4853	CONNELL OIL INC, 76 DISTRIBUTING	INV 700 - OIL	897.91
302173	11/12/2021	5727	COSTCO ANYWHERE CITI VISA	INV 700 MOTORCRAFT	319.14
302205	11/12/2021	1775	GRAINGER	737097 CI->BREATHHER - PAF 934330T (GRAINGER 2NMR9)	203.73
302214	11/12/2021	8711	HUGHES FIRE EQUIPMENT INC	746011 SWITCH, DOOR - PIERCE PRC-63-4916 (HUGHES	111.62
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	INV 700 - CABIN FILTERS	17.14
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	INV 700 - CABIN FILTERS	51.41
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	701372 FILTER OIL - 1372 NAPA GOLD	15.99
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700	46.67
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	706449 FILTER AIR - 6449 NAPA	805.88
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	701522 FILTER OIL - 1522 NAPA GOLD	65.49
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	707060 FILTER OIL - 7060 NAPA GOLD	11.60
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	706935 FILTER AIR - 6935 NAPA	95.52
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	723032 WIPER BLADES - 6-020-PP - NAPA 20" EXACTFIT	191.68

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302378	11/24/2021	4052	BATTERIES PLUS	747030 BATTERY - SL165AGMDP 12V 65 AGM 60 G-65	954.30
302390	11/24/2021	10612	BRAUN INDUSTRIES INC	INV 700 HANDLE, LOCKING DOOR	561.56
302407	11/24/2021	8852	COMMERCIAL TIRE	800010 TIRE - FIRESTONE 245/55R18 PURSUIT 000702	1,657.94
302407	11/24/2021	8852	COMMERCIAL TIRE	INV 800 TIRES	1,543.71
302407	11/24/2021	8852	COMMERCIAL TIRE	800048 225/70R15 TIRES - FIRESTONE DESTINATION #00	223.88
302410	11/24/2021	4853	CONNELL OIL INC, 76 DISTRIBUTING	INV 700 - OIL FOR SHOP	749.06
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	701348 FILTER OIL - 1348 NAPA	172.00
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	707060 FILTER OIL - 7060 NAPA GOLD	66.41
302467	11/24/2021	917	OXARC, INC.	780000 FIRE EXTINGUISHER	1,577.63
Total amount by Division					\$11,851.15
010	FUND ACTIVITY				
302119	11/12/2021	9968	AG SPRAY EQUIPMENT, FIMCO INC	TANK REPAIR VEH 4101	1,012.46
302141	11/12/2021	10612	BRAUN INDUSTRIES INC	CENTER TRACK EZ GLIDE VEH 2716	310.56
302141	11/12/2021	10612	BRAUN INDUSTRIES INC	PARTS VEH 2717	148.26
302146	11/12/2021	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2021 FORD POLICE INTERCEPTOR VEH 7106	41,603.92
302146	11/12/2021	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2021 FORD POLICE INTERCEPTOR VEH 7107	41,603.92
302153	11/12/2021	3527	CASADAY BEE-LINE SERVICE, & TOWING LLC	ALIGNMENT VEH 7782	89.31
302163	11/12/2021	1310	COLEMAN OIL COMPANY	DIESEL #2 FOR COL. PARK SHOP	589.54
302163	11/12/2021	1310	COLEMAN OIL COMPANY	DIESEL #2 FOR G002	519.77
302163	11/12/2021	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	23,739.77
302163	11/12/2021	1310	COLEMAN OIL COMPANY	DIESEL #2 FOR COLUMBIA PARK MOWERS	400.56
302169	11/12/2021	4853	CONNELL OIL INC, 76 DISTRIBUTING	DIESEL FLUID FOR FLEET	217.58
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	BRAKE PARTS VEH 5705	562.33
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	HOLDER VEH 6004	85.56
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	RING VEH 5705	2.65
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	COVER VEH 7940	68.45
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	SEAL VEH 5705	99.98
302172	11/12/2021	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	PARTS VEH 7782	2,577.50
302177	11/12/2021	9827	DAY WIRELESS SYSTEMS	2021 POLICE VEHICLE UPFITS VEH 7104	17,034.11
302177	11/12/2021	9827	DAY WIRELESS SYSTEMS	DEINSTALL EQUIPMENT FOR PD VEHICLES	1,042.56
302187	11/12/2021	9818	ENVIRO-CLEAN EQUIPMENT INC	CREDIT - SPEED SENSOR VEH 5520	-1,791.18
302187	11/12/2021	9818	ENVIRO-CLEAN EQUIPMENT INC	PARTS VEH 5520	5,256.29
302191	11/12/2021	166	FARMERS EXCHANGE	FILTERS VEH 3530	22.69
302191	11/12/2021	166	FARMERS EXCHANGE	BELT VEH 3818	65.24
302191	11/12/2021	166	FARMERS EXCHANGE	SEALS VEH 3818	69.53
302191	11/12/2021	166	FARMERS EXCHANGE	RECOIL STARTER VEH C036	61.08
302198	11/12/2021	81	FNS COLLISION GROUP LLC	PAINT VEHICLE 7105	1,798.42
302205	11/12/2021	1775	GRAINGER	AIR STAPLER FOR FLEET	253.38
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	224.70

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302223	11/12/2021	2285	JIFFY CAR WASH, INC.	CITY FLEET CAR WASHES	651.60
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	VALVE KIT VEH 4206	905.53
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	REPAIR VEH 2003	1,348.20
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	CREDIT - SENSOR VEH 4510	-254.78
302224	11/12/2021	3363	JIM'S PACIFIC GARAGES INC	RADIATOR VEH 4204	1,250.92
302232	11/12/2021	3032	KENT D BRUCE COMPANY	LENS VEH 2004	239.19
302244	11/12/2021	2357	MCCURLEY CHEVROLET INC	HOUSING VEH 5702	87.72
302245	11/12/2021	2254	MCMMASTER-CARR SUPPLY COMPANY	LUBE FOR SHOP	114.41
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	TOWING VEH 5116	250.87
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 2002	13.84
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	ANTIFREEZE VEH 0229	50.11
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	ANTIFREEZE VEH 7814	17.37
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 0133	4.00
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FITTING AND TAP VEH 0340	7.83
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CLEANER VEH 0305	7.73
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HOUSING VEH 0305	38.14
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HANDLE VEH 0032	21.43
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FUSES VEH 0032	28.54
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 3530	6.75
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FILTER VEH 3313	31.64
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	COOLANT VEH 0133	17.37
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	BLOWER MOTOR VEH 0301	28.59
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	BRAKE ROTORS VEH 7341	266.92
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	SPARK PLUGS VEH 3631	3.69
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 3312	12.01
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	PART VEH 7352	6.52
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CABIN FILTER VEH 7340	5.99
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 7340	9.00
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HEADLIGHT HARNESS VEH 7352	10.59
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 2514	9.00
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	BULBS VEH 2512	8.04
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	PART VEH 3007	5.57
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HOSE CLAMP VEH 0340	7.06
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CREDIT - BULBS VEH 2717	-22.49
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	ANTIFREEZE VEH 0305	104.19
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CREDIT - PART VEH 0301	-28.59
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 2716	13.84
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	WINDSHIELD FLUID FOR FLEET	48.67
302258	11/12/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FILTERS VEH 5105	56.86
302264	11/12/2021	4217	O'REILLY AUTO PARTS	SEAM SEALER VEH 0301	15.74

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302264	11/12/2021	4217	O'REILLY AUTO PARTS	BLOWER MOTOR VEH 0301	28.74
302264	11/12/2021	4217	O'REILLY AUTO PARTS	MIRROR KIT VEH 0301	10.74
302264	11/12/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 5801	127.07
302264	11/12/2021	4217	O'REILLY AUTO PARTS	FUEL PUMP VEH 4908	40.17
302264	11/12/2021	4217	O'REILLY AUTO PARTS	FUEL HOSE VEH 4908	9.19
302264	11/12/2021	4217	O'REILLY AUTO PARTS	CREDIT SEAM SEALER VEH 0301	-15.74
302264	11/12/2021	4217	O'REILLY AUTO PARTS	LUBE VEH 3631	12.48
302264	11/12/2021	4217	O'REILLY AUTO PARTS	CREDIT BATTERY VEH 0301	-25.02
302264	11/12/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 2801	232.60
302264	11/12/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 7366	169.34
302264	11/12/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 0152	169.34
302264	11/12/2021	4217	O'REILLY AUTO PARTS	FUEL PUMP VEH 4908	9.78
302264	11/12/2021	4217	O'REILLY AUTO PARTS	SPRING COMPRESSOR VEH 7782	59.72
302269	11/12/2021	1912	OWEN EQUIPMENT COMPANY	PARTS VEH 5116	355.09
302272	11/12/2021	6603	PAPE MACHINERY INC	500 HOUR SERVICE VEH 0094	1,302.56
302272	11/12/2021	6603	PAPE MACHINERY INC	REPAIR VEH 0094	45,817.75
302272	11/12/2021	6603	PAPE MACHINERY INC	CREDIT - TURBOCHARGER VEH 0095	-135.75
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	FLAT REPAIR VEH 4510	64.98
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	FLAT REPAIR VEH 2717	254.90
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	FLAT TIRE SERVICE VEH 2802	231.23
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	TIRE SERVICE VEH 2802	677.76
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	TIRE SERVICE VEH 2717	677.76
302273	11/12/2021	6241	PASCO TIRE FACTORY INC	TIRE SERVICE VEH 2716	462.16
302283	11/12/2021	957	RANCH & HOME INC	PROPANE VEH 0401	40.00
302287	11/12/2021	3691	RMT EQUIPMENT	GAS STRUTS VEH 3907	1,258.65
302300	11/12/2021	247	SS EQUIPMENT, PASCO NEW HOLLAND	REPAIR VEH 5804	269.17
302307	11/12/2021	4379	TACOMA SCREW PRODUCTS INC, ACCTS RECEIVABLE	PARTS VEH 5705	56.76
302307	11/12/2021	4379	TACOMA SCREW PRODUCTS INC, ACCTS RECEIVABLE	PIPE AND TAP VEH 0340	47.45
302307	11/12/2021	4379	TACOMA SCREW PRODUCTS INC, ACCTS RECEIVABLE	CREDIT FITTINGS VEH 0340	-47.45
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	11.85
302328	11/12/2021	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	5.02
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	76.55
302331	11/12/2021	3564	US LINEN AND UNIFORM	LINEN SERVICE	61.00
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	128.84
302349	11/12/2021	5380	WESTERN SYSTEMS FABRICATION, INC	PARTS VEH 4204	216.98
302349	11/12/2021	5380	WESTERN SYSTEMS FABRICATION, INC	CYLINDER VEH 4204	1,046.09
302356	11/12/2021	1241	WOODPECKER TRUCK	PART VEH 0155	108.84
302356	11/12/2021	1241	WOODPECKER TRUCK	SEAL VEH 0155	82.69
302378	11/24/2021	4052	BATTERIES PLUS	BATTERIES VEH 0095	933.94
302390	11/24/2021	10612	BRAUN INDUSTRIES INC	PARTS VEH 2512	487.85

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302392	11/24/2021	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2021 FORD ESCAPE AWD VEHICLE 6101	30,321.65
302392	11/24/2021	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2021 FORD RANGER CREW CAB VEHICLE 6100	32,267.43
302395	11/24/2021	3527	CASADAY BEE-LINE SERVICE, & TOWING LLC	REPAIR VEH 7812	89.31
302397	11/24/2021	1315	CENTRAL MACHINERY SALES INC	PARTS VEH 0059	522.94
302397	11/24/2021	1315	CENTRAL MACHINERY SALES INC	PARTS VEH 0059	206.67
302402	11/24/2021	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL - 11/21	22,259.18
302407	11/24/2021	8852	COMMERCIAL TIRE	CREDIT TIRES VEH 2307	-2,630.77
302407	11/24/2021	8852	COMMERCIAL TIRE	FLAT REPAIR VEH 4001	35.84
302407	11/24/2021	8852	COMMERCIAL TIRE	TIRES VEH 3007	118.84
302407	11/24/2021	8852	COMMERCIAL TIRE	TIRES VEH 3312	1,542.12
302407	11/24/2021	8852	COMMERCIAL TIRE	TIRE ROTATION VEH 2716	53.76
302407	11/24/2021	8852	COMMERCIAL TIRE	FLAT REPAIR VEH 2802	12.98
302407	11/24/2021	8852	COMMERCIAL TIRE	TIRE VEH 5001	149.92
302407	11/24/2021	8852	COMMERCIAL TIRE	TIRES VEH 3735	194.70
302416	11/24/2021	9827	DAY WIRELESS SYSTEMS	LIGHT REPAIR VEH 7807	135.75
302428	11/24/2021	9348	GENUINE AUTO GLASS OF, TRI-CITIES LLC	WINDSHIELD REPAIR VEH 5101	27.14
302428	11/24/2021	9348	GENUINE AUTO GLASS OF, TRI-CITIES LLC	WINDSHIELD VEH 7358	472.69
302430	11/24/2021	10783	GOODYEAR COMMERCIAL TIRE, GOODYEAR TIRE & RUBBER	TIRES VEH 5001	650.47
302430	11/24/2021	10783	GOODYEAR COMMERCIAL TIRE, GOODYEAR TIRE & RUBBER	TIRE VEH 5001	206.06
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2002	227.05
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2717	773.26
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2716	88.32
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2717	88.32
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2105	88.32
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	PARTS VEH 2717	111.62
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	AIR LINES VEH 2716	88.51
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	AIR LINES VEH 2715	88.51
302437	11/24/2021	8711	HUGHES FIRE EQUIPMENT INC	AIR LINES VEH 2105	88.51
302442	11/24/2021	3313	J & L HYDRAULICS	REPAIR VEH 0155	186.11
302446	11/24/2021	3363	JIM'S PACIFIC GARAGES INC	RADIATOR AND STEERING REPAIR VEH 2307	7,152.08
302446	11/24/2021	3363	JIM'S PACIFIC GARAGES INC	REPAIR VEH 4204	1,579.21
302446	11/24/2021	3363	JIM'S PACIFIC GARAGES INC	SEAT VEH 5520	138.08
302449	11/24/2021	9102	LAUDENSLAGER, STEVE	REIMB - BOOTS	400.00
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FOR VEH 3630	29.26
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	BRAKE PARTS VEH 2803	422.45
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	WHEEL WEIGHTS FOR FLEET	52.31
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HEADLIGHT VEH 7807	23.52
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HEADLIGHT VEH 7811	23.52
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 0059	5.15
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CLAMP VEH 7105	3.78

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302457	11/24/2021	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	SUPPORT VEH 2802	120.94
302461	11/24/2021	1677	NORTHSTAR CLEAN CONCEPTS HOTSYS, CLEAN CONCEPTS GR	CARWASH REPAIR/MAINTENANCE	520.21
302461	11/24/2021	1677	NORTHSTAR CLEAN CONCEPTS HOTSYS, CLEAN CONCEPTS GR	CARWASH REPAIR	533.09
302464	11/24/2021	4217	O'REILLY AUTO PARTS	CV SHAFT VEH 7782	124.03
302464	11/24/2021	4217	O'REILLY AUTO PARTS	PARTS VEH 7782	269.65
302464	11/24/2021	4217	O'REILLY AUTO PARTS	CREDIT - PART VEH 7782	-59.72
302464	11/24/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 7676	169.34
302464	11/24/2021	4217	O'REILLY AUTO PARTS	BRAKE FLUID VEH 2715	10.85
302464	11/24/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 0214	511.08
302464	11/24/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 0403	170.36
302464	11/24/2021	4217	O'REILLY AUTO PARTS	BATTERY VEH 0028	170.36
302466	11/24/2021	1912	OWEN EQUIPMENT COMPANY	BEARINGS VEH 5116	27.67
302470	11/24/2021	6241	PASCO TIRE FACTORY INC	TIRE SERVICE VEH 0093	655.66
302470	11/24/2021	6241	PASCO TIRE FACTORY INC	TIRES VEH 0229	3,253.96
302470	11/24/2021	6241	PASCO TIRE FACTORY INC	TIRES VEH 0230	3,269.88
302476	11/24/2021	5903	RATTLESNAKE MOUNTAIN, HARLEY-DAVIDSON	1K SERVICE AND RACK VEH 7101	410.95
302476	11/24/2021	5903	RATTLESNAKE MOUNTAIN, HARLEY-DAVIDSON	1K SERVICE, LEAK AND CLUTH VEH 7103	1,109.73
302476	11/24/2021	5903	RATTLESNAKE MOUNTAIN, HARLEY-DAVIDSON	AUX BATTERY VEH 7001	211.32
302488	11/24/2021	247	SS EQUIPMENT, PASCO NEW HOLLAND	PARTS VEH 5804	128.25
302488	11/24/2021	247	SS EQUIPMENT, PASCO NEW HOLLAND	WIPER VEH 5804	77.46
302489	11/24/2021	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES PURCH AND FLEET	13.30
302499	11/24/2021	9195	TRI-CITY TOOL SOLUTIONS LLC, ANDREW ZOLLER	DIAGNOSTIC SOFTWARE FOR FLEET	609.25
Total amount by Division					\$308,991.82
Total amount by Fund					\$320,842.97
502	CENTRAL STORES FUND				
000	FUND ACTIVITY				
302120	11/12/2021	8871	ALLIED MATERIALS AND EQUIPMENT, CO INC	224950 FLAG - WASHINGTON STATE NYLON, OUTDOOR 4X6	260.00
302179	11/12/2021	7672	DOG WASTE DEPOT, ZW USA INC	INV 200 BAGS - DOG WASTE	749.10
302205	11/12/2021	1775	GRAINGER	211440 CLEANSER - COMET 28 OZ.	198.45
302205	11/12/2021	1775	GRAINGER	205025 BATTERY - "6 VOLT" LANTERN #RAY806	576.56
302205	11/12/2021	1775	GRAINGER	251405 LAMPS - PL-C 26W 4 PIN/4 BROCHES # PL-C 26W	186.35
302205	11/12/2021	1775	GRAINGER	INV 200 SAW BLADES	315.25
302230	11/12/2021	78	KENNEWICK INDUSTRIAL & ELEC	500 INVENTORY - IRRIGATION SUPPLIES	533.64
302236	11/12/2021	8868	LIFE-ASSIST	INV 200 NITRILE GLOVES - LG	3,648.96
302295	11/12/2021	724	SHOWCASE SPECIALTIES, INC.	INV 200 BALL CAPS	1,241.87
302326	11/12/2021	4283	TURF STAR - WESTERN	TORO SPRINKLER BODY	898.99
302361	11/12/2021	4578	ZUMAR INDUSTRIES INC	966001 POST SIGN	4,709.87
302361	11/12/2021	4578	ZUMAR INDUSTRIES INC	900070 SIGN BRACKET-90 DEGREE CROSSPIECE W/SET SCR	531.23

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302403	11/24/2021	175	COLUMBIA BASIN PAPER & SUPPLY	211475 SEAT COVERS - TOILET SHIELD (COL BASIN #450	234.58
302411	11/24/2021	5727	COSTCO ANYWHERE CITI VISA	INV 200 URINAL SCREENS	203.08
302412	11/24/2021	481	CROWN PAPER & JANITORIAL, SUPPLY	283550 TISSUE - BATH 2 PLY (CROWN ITEM #SCATM1616S	976.04
302412	11/24/2021	481	CROWN PAPER & JANITORIAL, SUPPLY	211473 CLEANER - AROMA CLEAN NEUTRAL FLOOR CLEANER	303.21
302431	11/24/2021	1775	GRAINGER	205010 BATTERY - "C" CELL ALKALINE	683.27
Total amount by Division					\$16,250.45
010	FUND ACTIVITY				
302115	11/12/2021	1526	ABADAN	COPIER MAINTENANCE - SEPT 2021	204.75
302115	11/12/2021	1526	ABADAN	COPIER MAINTENANCE - OCT 2021	98.33
302115	11/12/2021	1526	ABADAN	COPIER MAINTENANCE - OCT 2021	255.06
302115	11/12/2021	1526	ABADAN	COPIER LEASE - OCT 2021	368.78
302115	11/12/2021	1526	ABADAN	12 COPIER MAINTENANCE - OCT 2021	641.36
302115	11/12/2021	1526	ABADAN	COPIER MAINTENANCE - OCT 2021	307.54
302235	11/12/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - SEPT 2021	181.37
302235	11/12/2021	6743	LEAF CAPITAL FUNDING LLC	12 COPIER LEASE - OCT 2021	1,214.72
302235	11/12/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - OCT 2021	519.11
302235	11/12/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - OCT 2021	622.49
302367	11/24/2021	1526	ABADAN	COPIER MAINTENANCE - NOV 2021	278.47
302450	11/24/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - OCT 2021	210.68
302450	11/24/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - OCT 2021	387.25
302450	11/24/2021	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - NOV 2021	181.37
Total amount by Division					\$5,471.28
Total amount by Fund					\$21,721.73
503	RISK MANAGEMENT FUND				
000	FUND ACTIVITY				
302112	11/10/2021	930	TOTAL ENERGY MANAGEMENT	REFUND	3,965.88
Total amount by Division					\$3,965.88
010	FUND ACTIVITY				
302183	11/12/2021	7864	ECONOLITE CONTROL PRODUCTS INC	DAMAGED SIGNAL CONTROLLER – 4TH & EDISON	6,722.87
302186	11/12/2021	8079	EMPLOYMENT SECURITY DEPARTMENT, UI TAX ADMINISTRA	2021-Q3 UI TAX ADMINISTRATION	11,373.67
302198	11/12/2021	81	FNS COLLISION GROUP LLC	REPAIR OF KPD #7807	3,995.56
302198	11/12/2021	81	FNS COLLISION GROUP LLC	REPAIR OF KPD #7826	4,102.06
302213	11/12/2021	502	HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	2021 TRAINING	74.91
302296	11/12/2021	680	SIERRA ELECTRIC, INC.	REPLACE LIGHT POLE AT 3405 S CASCADE	1,180.05
302296	11/12/2021	680	SIERRA ELECTRIC, INC.	REPLACE LIGHT POLE @ RIDGELINE & PLAZA WAY	1,129.82
302296	11/12/2021	680	SIERRA ELECTRIC, INC.	REPLACE PED POLE & BUTTONS	925.82
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.28

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302350	11/12/2021	2368	WESTERN SYSTEMS INC	SIGNAL CABINET – 4TH EDISON	42,616.95
302368	11/24/2021	8615	ADVANCED TRAFFIC PRODUCTS INC	CANAL & EDISON - PEDESTRIAN PUSH BUTTON	420.00
Total amount by Division					\$72,582.99
Total amount by Fund					\$76,548.87
 611 FIREMENS PENSION FUND					
010 FUND ACTIVITY					
302386	11/24/2021	4065	BERNA, LETA	LEOFF 1 PENSION	329.14
302409	11/24/2021	128	COMSTOCK, WILLIAM J	LEOFF 1 PENSION	962.80
302418	11/24/2021	5685	ECKERT, NANCY	LEOFF 1 PENSION	1,468.13
302432	11/24/2021	122	GRAVES, MARJORIE	LEOFF 1 PENSION	2,618.65
302473	11/24/2021	6700	PURDY, PAULA	LEOFF 1 PENSION	937.31
302479	11/24/2021	145	REMUS, LARRY J	LEOFF 1 PENSION	975.11
302485	11/24/2021	148	SHAW, LEONARD	LEOFF 1 PENSION	721.58
302486	11/24/2021	150	SLEATER, LARRY L	LEOFF 1 PENSION	1,501.24
302508	11/24/2021	152	VICKERMAN, THOMAS	LEOFF 1 PENSION	563.98
302515	11/24/2021	10500	WELCH, BETTY JEAN	LEOFF 1 PENSION	945.31
302517	11/24/2021	154	WILLEBY, DONALD R	LEOFF 1 PENSION	799.72
Total amount by Division					\$11,822.97
Total amount by Fund					\$11,822.97
 612 OPEB TRUST FUND					
010 FUND ACTIVITY					
302117	11/12/2021	24	ADKINS, WILLIAM	RETIREE MEDICAL	148.50
302145	11/12/2021	185	BUCK, GARY E	RETIREE MEDICAL	148.50
302168	11/12/2021	128	COMSTOCK, WILLIAM J	RETIREE MEDICAL	148.50
302168	11/12/2021	128	COMSTOCK, WILLIAM J	RETIREE MEDICAL	5,121.00
302180	11/12/2021	324	DUNCAN, LARRY	RETIREE MEDICAL	148.50
302182	11/12/2021	1894	EASLING, CONNIE	RETIREE MEDICAL	148.50
302192	11/12/2021	41	FARNKOFF, ROBERT C	RETIREE MEDICAL	148.50
302194	11/12/2021	58	FEARING, DOUG	RETIREE MEDICAL	148.50
302202	11/12/2021	181	GIER, CHARLES W.	RETIREE MEDICAL	148.50
302204	11/12/2021	134	GONDERMAN, DAVID A	RETIREE MEDICAL	148.50
302207	11/12/2021	62	GROSS, ROBERT	RETIREE MEDICAL	148.50
302210	11/12/2021	455	HEIMBIGNER, MICHAEL	RETIREE MEDICAL	148.50
302210	11/12/2021	455	HEIMBIGNER, MICHAEL	RETIREE MEDICAL	1,913.89
302212	11/12/2021	6744	HIRSCHEL, ARTHUR D	RETIREE MEDICAL	104.90
302225	11/12/2021	3891	JOPLIN, ALAN	RETIREE MEDICAL	148.50
302226	11/12/2021	65	JUERGENS, CURT	RETIREE MEDICAL	148.50

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302233	11/12/2021	60	KRAFT, JAMES	RETIREE MEDICAL	148.50
302241	11/12/2021	50	MACE, BILL	RETIREE MEDICAL	148.50
302242	11/12/2021	52	MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	148.50
302263	11/12/2021	142	O'HAIR, RONALD L	RETIREE MEDICAL	148.50
302275	11/12/2021	5554	PENNEY, MICHAEL	RETIREE MEDICAL	134.00
302286	11/12/2021	145	REMUS, LARRY J	RETIREE MEDICAL	139.50
302291	11/12/2021	1821	SCHARNHORST, DEAN	RETIREE MEDICAL	144.60
302293	11/12/2021	148	SHAW, LEONARD	RETIREE MEDICAL	148.50
302297	11/12/2021	150	SLEATER, LARRY L	RETIREE MEDICAL	148.50
302298	11/12/2021	66	SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	148.50
302325	11/12/2021	1318	TRIPP, GREG	RETIREE MEDICAL	148.50
302335	11/12/2021	152	VICKERMAN, THOMAS	RETIREE MEDICAL	148.50
302339	11/12/2021	8584	WAGNER, BRIAN	RETIREE MEDICAL	140.50
302343	11/12/2021	9944	WATERS, DENNIS	RETIREE MEDICAL	148.50
302352	11/12/2021	154	WILLEBY, DONALD R	RETIREE MEDICAL	148.50
302352	11/12/2021	154	WILLEBY, DONALD R	RETIREE MEDICAL	5,309.39
302353	11/12/2021	2997	WILLIAMS, GARY	RETIREE MEDICAL	135.50
302354	11/12/2021	1415	WILLIAMS, KEN	RETIREE MEDICAL	135.50
302358	11/12/2021	9776	YADEN, MARK	RETIREE MEDICAL	148.50
Total amount by Division					\$16,991.28
Total amount by Fund					\$16,991.28
631	PAYROLL FUND				
000	FUND ACTIVITY				
302089	11/08/2021	160	ERIC HANSON	11/05/2021 PAYROLL CORRECTION	1,200.00
Total amount by Division					\$1,200.00
Total amount by Fund					\$1,200.00
642	METRO DRUG FORFEITURE FUND				
010	FUND ACTIVITY				
302163	11/12/2021	1310	COLEMAN OIL COMPANY	GAS FOR U/C METRO VEH	39.01
302175	11/12/2021	7711	CULLIGAN WATER CONDITIONING	MONTHLY FEE -- OCTOBER 2021	51.69
302185	11/12/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	METRO 21-022	7.50
302185	11/12/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	METRO TF 21-022	7.50
302185	11/12/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	METRO TF 21-049	7.50
302185	11/12/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	METRO TF 21-049	7.50
302185	11/12/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	METRO 21-061	9.50
302238	11/12/2021	10308	LONI'S SIGN SERVICE INC, LEGION LINERS	PAINT AND GRAPHICS FOR METRO RAID VAN	8,253.60
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	METRO CASE 21-023	54.25

City of Kennewick

Claims Roster

11/1/2021 - 11/30/2021

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
302246	11/12/2021	3284	MEL'S INTER-CITY TOWING	METRO CASE 21-022	96.60
302334	11/12/2021	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	31.28
302359	11/12/2021	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	158.93
302420	11/24/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	EMPLOYMENT HISTORY	9.50
302420	11/24/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	EMPLOYMENT HISTORY	9.50
302420	11/24/2021	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	EMPLOYMENT HISTORY -- METRO 20-075	3.50
302487	11/24/2021	22	SPECIAL SERVICES GROUP	ANNUAL SERVICE RENEWAL FOR TWO TRACKERS	1,303.20
Total amount by Division					\$10,050.56
Total amount by Fund					\$10,050.56
888	RESIDUAL FUND				
000	FUND ACTIVITY				
EFT	11/24/2021	5000	COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	PCARD PURCHASES - OCT 2021	54,483.27
Total amount by Division					\$54,483.27
Total amount by Fund					\$54,483.27
Grand Total:					\$6,005,003.46

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



Dan Legard, Finance Director

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

Check numbers 302085 through 302519:	\$5,779,272.83
Electronic Payments (EFT) :	<u>\$ 225,730.63</u>
Total	\$6,005,003.46

Exceptions:

City of Kennewick

Pcard Roster

Paid by EFT - 11/24/21

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
001 GENERAL FUND				
FUND ACTIVITY	999998	P-CARD OTP	DISPUTED CHARGE	80.00
FUND ACTIVITY	999998	P-CARD OTP	DISPUTED CHARGE	80.00
FUND ACTIVITY	999998	P-CARD OTP	DISPUTED CHARGE	80.00
CITY COUNCIL	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	RETIREMENT PLAQUES	246.31
CITY MANAGER	3717	AMAZON.COM	FRAME FOR FIRE ALARM DRAWING	38.81
RECREATION SERVICES	6620	STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING PURPOSES	31.50
RECREATION SERVICES	229	DELL MARKETING L.P., C/L DELL USA L.P.	(2) DELL 24" MONITORS - BRANDY LOPEZ - PARKS	617.37
RECREATION SERVICES	999998	P-CARD OTP	SUNSCREEN DISPENSER FOR POOL	258.81
RECREATION SERVICES	3223	WALMART SUPERCENTER	SPACE HEATER FOR POOL GUARD ROOM	28.17
RECREATION SERVICES	3226	RITE AID STORE 5317	HAND SANITIZER REFILL	3.25
RECREATION SERVICES	3883	U R M CASH & CARRY	CLEANER/DEGREASER FOR POOL DECK	5.64
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK MARKETING	95.63
RECREATION SERVICES	7070	PROCARD, SQUARE INC	CPR STAFF TRAINING	240.00
RECREATION SERVICES	8367	GREEN CLEANERS	POLO CLEANING	42.53
RECREATION SERVICES	9183	PROCARD, OFFICE SIGN COMPANY	FRONT DESK NAME TAG	47.08
RECREATION SERVICES	8367	GREEN CLEANERS	FRONT DESK UNIFORM CLEANING	40.18
RECREATION SERVICES	3223	WALMART SUPERCENTER	EARBUDS FOR VIRTUAL MEETINGS	15.90
RECREATION SERVICES	3717	AMAZON.COM	EXTENSION CORD	111.28
RECREATION SERVICES	7237	GOTPRINT.COM	POSTCARDS FOR HARVEST BAZAAR	113.92
RECREATION SERVICES	3717	AMAZON.COM	LABEL TAPE	12.37
RECREATION SERVICES	1141	N R P A AQUATIC CONFERENCE	ASSOC DUES FOR REC STAFF	875.00
RECREATION SERVICES	3223	WALMART SUPERCENTER	DRY ERASE MARKERS	9.69
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA FOR THE PAVILION	29.27
RECREATION SERVICES	3717	AMAZON.COM	DUSTER & SUPPLIES	54.29
RECREATION SERVICES	3223	WALMART SUPERCENTER	HALLOWEEN CANDY, IPAD CHARGER & EXPOS	101.60
FACILITIES MAINTENANCE	135	WASHINGTON STATE UNIVERSITY	PESTICIDE EDUCATION TRAINING FOR 8 EMPLOYEES - P/	360.00
FACILITIES MAINTENANCE	135	WASHINGTON STATE UNIVERSITY	PESTICIDE EDUCATION TRAINING FOR THOMAS WORKM	60.00
FACILITIES MAINTENANCE	135	WASHINGTON STATE UNIVERSITY	PESTICIDE EDUCATION TRAINING FOR PAUL CLEMENTS	60.00
FACILITIES MAINTENANCE	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	REPAIRS AT CITY HALL FROM FIRE PANEL UPGRADE	89.20
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	GRANGE ELEVATOR ANNUAL PERMIT FEE	75.40
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	L&I ONLINE PAYMENT FEE	3.95
FACILITIES MAINTENANCE	3717	AMAZON.COM	CURTAIN RODS FOR CITY HALL	44.53
FACILITIES MAINTENANCE	6588	GREEN RIVER COMMUNITY COLLEGE, /WW	PARKS STAFF TRAINING	220.00
ECONOMIC DEVELOPMENT	9932	CVENT, PROCARD	TRAINING ON SOCIAL MEDIA PRACTICES	35.00

City of Kennewick

Pcard Roster

Paid by EFT - 11/24/21

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
ECONOMIC DEVELOPMENT	999998	P-CARD OTP	TREE LIGHTS FOR WASHINGTON ST.	301.74
ECONOMIC DEVELOPMENT	9708	EIG	EMAIL MANAGEMENT FOR MARKETING PURPOSES	211.78
ECONOMIC DEVELOPMENT	10608	PROCARD, ZOOM.US	ZOOM LICENSE - ROHANA	201.02
ACCOUNTING	3185	GFOA	GAAP REGISTRATION FEE - WINTERS	125.00
ACCOUNTING	3185	GFOA	GAAP REGISTRATION FEE - TORRES	140.00
ACCOUNTING	3185	GFOA	GAAP REGISTRATION FEE - COLEMAN	140.00
ACCOUNTING	3185	GFOA	GAAP REGISTRATION FEE	140.00
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES	25.89
ACCOUNTING	3185	GFOA	PAFR AWARD APPLICATION	250.00
HUMAN RESOURCES	4107	WWW.METROLINEDIRECT.COM	REPLACEMENT PHONE - TAUSHA L	75.91
HUMAN RESOURCES	716	CDW GOVERNMENT, INC.	ADOBE PRO DC LICENSE - AUBREY HIRSCH	95.73
HUMAN RESOURCES	5701	IPMA	ANNUAL MEMBERSHIP FEE FOR HR TEAM (TAUSHA L.)	417.00
HUMAN RESOURCES	2760	COLUMBIA BASIN CHAPTER SHRM	FALL SEMINAR REGISTRATION FEE (TAUSHA L.)	80.00
HUMAN RESOURCES	10459	PROCARD, PAYFLOW/PAYPAL	JOB ADVERTISEMENT PACKAGE FOR AWC JOB.NET WEB;	200.00
HUMAN RESOURCES	3185	GFOA	JOB POSTING FEE FOR PAYROLL ACCOUNTANT (BETH W.	150.00
HUMAN RESOURCES	4659	GOVERNMENT JOBS.COM INC	JOB POSTING FEE FOR PAYROLL ACCOUNTANT (BETH W.	130.00
HUMAN RESOURCES	999998	P-CARD OTP	SERVICE AWARD GIFT CARDS	7,861.50
HUMAN RESOURCES	999998	P-CARD OTP	SERVICE AWARD GIFT CARDS	142.90
HUMAN RESOURCES	11079	PROCARD, OUR COOKIE HOUSE	COOKIES FOR EMPLOYEE APPRECIATION	1,326.01
CUSTOMER SERVICE	3717	AMAZON.COM	ERGO KEYBOARD - CAITLIN EVANS - CUST SERVICE	54.29
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	5.16
CUSTOMER SERVICE	8937	PROCARD, SMARTSIGN	NAMEPLATES	34.54
CUSTOMER SERVICE	10215	PROCARD, TRI-STATE CONSULTANTS	CODE SPECIALISTS ONLINE STUDY EXAM - FUHER	62.48
CUSTOMER SERVICE	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	CODE SPECIALIST EXAM - FUHER	145.00
CUSTOMER SERVICE	3717	AMAZON.COM	TONER CARTRIDGE REPLACEMENT	43.04
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	24.92
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	24.09
CODE ENFORCEMENT	1380	WACE TREASURER, WA ASSOC CODE ENFORCE	WACE MEMBER DUES - GINDER	55.00
CITY ATTORNEY	3717	AMAZON.COM	DELL LAPTOP CHARGER - JESSICA FOLTZ - CITY ATTY	45.61
CITY ATTORNEY	7616	PROCARD, NCOURT *WABENTNCOFN	SMALL CLAIMS FILING & SERVICE FEE FOR CAROLINA G	52.50
CITY ATTORNEY	7616	PROCARD, NCOURT *WABENTNCOFN	SUMMONS & COMPLAINT-CAROLINA GONZALEZ INVOIC	87.15
CITY ATTORNEY	7616	PROCARD, NCOURT *WABENTNCOFN	REFUND FOR INVOICE 1E670644-5FDA-476B-A962-63538F7C	(50.00)
CITY CLERK	3717	AMAZON.COM	OFFICE SUPPLIES	15.25
CITY CLERK	3717	AMAZON.COM	OFFICE SUPPLIES	41.03
CITY CLERK	3544	CAMPBELLS LODGE	HOTEL - WMCA FALL CONFERENCE - WRIGHT	258.22
CITY CLERK	172	THE TRI-CITY HERALD	MONTHLY SUBSCRIPTION	19.99
INFORMATION TECHNOLOGY	3717	AMAZON.COM	USB 3 HUB FOR LAPTOP (3) - IT	44.64

City of Kennewick

Pcard Roster

Paid by EFT - 11/24/21

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
INFORMATION TECHNOLOGY	3717	AMAZON.COM	USB FLASH DRIVE (3) - IT	97.71
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	560.65
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	35.40
INFORMATION TECHNOLOGY	1964	CISCO SYSTEMS	WEBEX SUBSCRIPTION	16.29
INFORMATION TECHNOLOGY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE FOR COPYTRANS PU	0.21
INFORMATION TECHNOLOGY	10177	PROCARD, A1 WWW.COPYTRANS.NET	APPLE PHONE MAINTENANCE SOFTWARE - PAT S	13.99
INFORMATION TECHNOLOGY	3717	AMAZON.COM	HEADSET SPLITTER CABLE - AARON LOWE	9.67
INFORMATION TECHNOLOGY	3717	AMAZON.COM	PLANTRONICS HEADSET - CHRISTINA P	86.87
INFORMATION TECHNOLOGY	999998	P-CARD OTP	PS/ALI SETUP WITH NEW VENDOR FOR ENHANCED 911 LC	1,250.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	HEADPHONE EXTENSION CORD (6) - IT	32.55
INFORMATION TECHNOLOGY	7537	GLOBAL KNOWLEDGE TRAINING LLC, GK HOLI	ITIL4 FOUNDATION COURSE - RON KILMER	2,495.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ANTI-FATIGUE FLOOR MAT - IT	46.67
INFORMATION TECHNOLOGY	3717	AMAZON.COM	DISPLAYPORT TO HDMI ADAPTERS - 10 PACK	83.61
INFORMATION TECHNOLOGY	3292	BEST BUY	WEBCAM - CHRISTINA P.	65.15
INFORMATION TECHNOLOGY	999998	P-CARD OTP	PMI MEMBERSHIP - CODY L	165.09
INFORMATION TECHNOLOGY	3717	AMAZON.COM	RJ11 TELEPHONE CABLE COUPLERS - IT	8.68
INFORMATION TECHNOLOGY	4107	WWW.METROLINEDIRECT.COM	REPLACEMENT PHONE - CODY L	75.91
INFORMATION TECHNOLOGY	3717	AMAZON.COM	MOUSEPAD AND TRACKBALL - IT	66.60
INFORMATION TECHNOLOGY	716	CDW GOVERNMENT, INC.	NESSUS RENEWAL	2,961.52
INFORMATION TECHNOLOGY	3717	AMAZON.COM	128GB FLASH DRIVE - JOHN BEALER - IT	40.17
INFORMATION TECHNOLOGY	10646	NEXVORTEX	MONTHLY PHONE SERVICE - OCTOBER	389.49
PLANNING	3700	OFFICE DEPOT INC	OFFICE DEPOT - DEPARTMENT 2022 CALENDAR ORDERS	134.48
PLANNING	3700	OFFICE DEPOT INC	OFFICE DEPOT - 2022 MONTHLY PLANNER CALENDAR - M	8.25
PLANNING	3700	OFFICE DEPOT INC	OFFICE DEPOT - BLUE SKY 2022 MONTHLY PLANNERS - M	16.50
PLANNING	3700	OFFICE DEPOT INC	BLUE SKY 2022 5X8 PLANNER; OFFICE DEPOT - MELINDA	9.49
PLANNING	3700	OFFICE DEPOT INC	CREDIT: OFFICE DEPOT 2022 BLUE SKY PLANNER RECEIV	(8.25)
KPD-ADMINISTRATION	10608	PROCARD, ZOOM.US	ROTARY MEETINGS	162.79
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	HIDTA BOARD MEETING - GUERRERO	447.41
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	WA AUTO THEFT PREVENTION BOARD MEETING	427.40
KPD-ADMINISTRATION	2432	CHARTER COMMUNICATIONS	BASIC CABLE	243.98
KPD-ADMINISTRATION	3717	AMAZON.COM	CELL PHONE SUPPLIES	34.98
KPD-ADMINISTRATION	3717	AMAZON.COM	SHOWER CURTAINS	161.70
KPD-ADMINISTRATION	1459	PASCO KENNEWICK ROTARY CLUB	QUARTERLY DUES - GUERRERO	165.00
KPD-ADMINISTRATION	3717	AMAZON.COM	SHOWER CURTAINS	162.80
KPD-ADMINISTRATION	3717	AMAZON.COM	RETURNED SHOWER CURTAINS	(161.70)
KPD-CRIMINAL INVESTIGATION	999998	P-CARD OTP		100.00
KPD-CRIMINAL INVESTIGATION	7070	PROCARD, SQUARE INC	TUITION REIMBURSEMENT CANCELLED TRAINING FOR V	(700.00)

City of Kennewick

Pcard Roster

Paid by EFT - 11/24/21

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
KPD-CRIMINAL INVESTIGATION	15	HARBOR FREIGHT TOOLS	ZIP TIES TO SECURE FIREARMS HELD FOR EVIDENCE	30.30
KPD-CRIMINAL INVESTIGATION	957	RANCH & HOME INC	.38 SPECIAL AMMO FOR NIBN TEST FIRES	76.00
KPD-CRIMINAL INVESTIGATION	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICE	119.99
KPD-CRIMINAL INVESTIGATION	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	CANCELED LODGING FOR WASPC FALL CONFERENCE	(151.99)
KPD-PATROL	3223	WALMART SUPERCENTER	PHONE CASES FOR 5 KPD NEW HIRES	84.32
KPD-PATROL	999998	P-CARD OTP	(3) GETAC KEYBOARDS - KPD	1,036.11
KPD-STAFF SERVICES	716	CDW GOVERNMENT, INC.	ADOBE ACROBAT PRO DC - AARON CLEM	111.68
KPD-STAFF SERVICES	3688	APPLE COMPUTER	JUMP DESKTOP APP FOR IPHONE - JASON KIEL	16.28
KPD-STAFF SERVICES	3292	BEST BUY	IPAD PRO FOR KPD - JASON KIEL	1,303.19
KPD-STAFF SERVICES	3292	BEST BUY	IPAD KEYBOARD/CASE FOR KPD - JASON KIEL	379.02
KPD-STAFF SERVICES	3717	AMAZON.COM	APPLE PENCIL	118.79
KPD-STAFF SERVICES	10600	PROCARD, IN *WASHINGTON ASPHALT PA	DARE SUPPLIES	2,407.64
KPD-STAFF SERVICES	4066	CREATIVE PRODUCT SOURCING, DARECATALO	DARE SUPPLIES	2,321.55
KPD-STAFF SERVICES	999998	P-CARD OTP	STICKER BADGES	210.68
KPD-PROFESSIONAL STANDARDS	6396	DISPLAYS 2 GO	PODIUM	680.30
KPD-PROFESSIONAL STANDARDS	2971	HILTON HOTELS	HOTEL - TRAINING	345.78
KPD-PROFESSIONAL STANDARDS	999998	P-CARD OTP	KPD FITNESS APP	15.00
KPD-PROFESSIONAL STANDARDS	957	RANCH & HOME INC	SUPPLIES	258.42
KPD-PROFESSIONAL STANDARDS	2971	HILTON HOTELS	LODGING FOR TRAINING	345.77
KPD-PROFESSIONAL STANDARDS	2971	HILTON HOTELS	LODGING PARKING CREDIT	(33.03)
KPD-PROFESSIONAL STANDARDS	10642	5.11, INC.	FACE MASKS	69.50
KPD-PROFESSIONAL STANDARDS	3717	AMAZON.COM	CHRONOGRAPH FOR VKS PEPPERBALL SYSTEMS	108.00
KPD-PROFESSIONAL STANDARDS	1748	FBI-LEEDA	FBI LEADERSHIP CLASS TUITION FOR LT KIEL	695.00
KPD-PROFESSIONAL STANDARDS	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	RANGE SUPPLIES-FOR NIGHT SHOOTS-STAPLES AND GLC	85.49
KPD-PROFESSIONAL STANDARDS	3717	AMAZON.COM	RED AND WHITE TAPE FOR MARKING VKS PEPPERBALL 1	30.18
KPD-PROFESSIONAL STANDARDS	2971	HILTON HOTELS	LODGING FOR FBI TRAINING	156.37
FIRE ADMINISTRATION	5526	VISTAPR*VISTAPRINT.COM	FIRE ADMIN BUSINESS CARDS & NAME PLATE	57.14
FIRE ADMINISTRATION	9877	PROCARD, WASTE MGMT WM EZPAY	MONTHLY RX DISPOSAL	16.15
FIRE ADMINISTRATION	1099	LOWE'S HARDWARE	STATION OPERATING SUPPLIES	56.88
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION OPERATING SUPPLIES	23.87
FIRE ADMINISTRATION	3717	AMAZON.COM		62.65
FIRE ADMINISTRATION	999998	P-CARD OTP	STATION OPERATING SUPPLIES	3.00
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION OPERATING SUPPLIES	55.36
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION OPERATING SUPPLIES	13.34
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION OPERATING SUPPLIES	98.08
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION OPERATING SUPPLIES	43.37
FIRE ADMINISTRATION	999998	P-CARD OTP	FS#5 RANGE REPAIR (PARTS & SERVICE)	387.86

City of Kennewick

Pcard Roster

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Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
FIRE SUPPRESSION	999998	P-CARD OTP	WATERPROOF VINYL LABELS FOR OPERATIVE IQ	20.98
FIRE SUPPRESSION	8038	LIBB.COM	MONTHLY SUBSCRIPTION FEE FOR LIBRARY SOFTWARE	6.00
FIRE SUPPRESSION	10608	PROCARD, ZOOM.US	MONTHLY SUBSCRIPTION FEE FOR VIDEO CONFERENCE	16.27
FIRE PREVENTION/INVESTIGATION	3717	AMAZON.COM	CALENDAR WHITE BOARD FOR DFM	96.64
ENGINEERING	999998	P-CARD OTP	BLACK & YELLOW INK FOR ENGINEERING PLOTTER	381.45
ENGINEERING	3717	AMAZON.COM	MAINT. CARTRIDGE FOR ENG. PLOTTER	93.58
ENGINEERING	10943	PROCARD, LSAW	LSAW FALL WEBINAR TRAININGS FOR S.GROSS	225.00
ENGINEERING	3700	OFFICE DEPOT INC	CREDIT FOR 2 OFFICE CHAIRS	(238.90)
ENGINEERING	7189	CARLSON SOFTWARE INC	MAINT. AGREEMENT SOFTWARE RENEWAL FOR S.SZENI	207.68
ENGINEERING	3717	AMAZON.COM	COMPUTER MONITOR STAND FOR S.SZENDRE & S.GROSS	86.86
ENGINEERING	754	DEPARTMENT OF LICENSING	PE LICENSE RENEWAL FOR C.SHANNON	116.00
ENGINEERING	724	SHOWCASE SPECIALTIES, INC.	EMBROIDERY OF HI-VIS SAFETY VESTS FOR INSPECTORS	121.63
ENGINEERING	724	SHOWCASE SPECIALTIES, INC.	EMBROIDERY OF HI-VIS SAFETY VESTS FOR INSPECTORS	30.41
Fund Total:				\$39,691.77
102 STREET FUND				
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	DEICER PUMP & ANTI FREEZE	273.52
TRAFFIC	7237	GOTPRINT.COM	BUSINESS CARDS WILLIAM GARRITY	22.75
TRAFFIC	999998	P-CARD OTP	ITE LICENSE RENEWAL FEE FOR S.JUSTER	352.00
TRAFFIC	754	DEPARTMENT OF LICENSING	PTOE LICENSE RENEWAL FOR S.JUSTER (DOL)	116.00
TRAFFIC	999998	P-CARD OTP	PTOE LICENSE RENEWAL FEE FOR S.JUSTER (TPCB)	40.00
TRAFFIC	3717	AMAZON.COM	6 QTY. SAMSUNG BAR PLUS 256GB USB FLASH DRIVE - JC	228.00
Fund Total:				\$1,032.27
106 BI-PIN OPERATIONS FUND				
FUND ACTIVITY	3717	AMAZON.COM	REPLACEMENT HARD DRIVE - BIPIN RMS	107.51
FUND ACTIVITY	999998	P-CARD OTP	REPLACEMENT BIPIN UPS BATTERY PACK	438.99
FUND ACTIVITY	6183	DIGICERT	BIPIN.RMS SSL CERTIFICATE RENEWAL	1,625.96
Fund Total:				\$2,172.46
107 COMMUNITY DEVELOPMENT FUND				
CDBG	3717	AMAZON.COM	OFFICE SUPPLIES	60.58
Fund Total:				\$60.58
117 CRIMINAL JUSTICE SALES TAX FND				
KPD-STAFF SERVICES	229	DELL MARKETING L.P., C/L DELL USA L.P.	LAPTOP DOCK FOR MICKIE MARTY - KPD	380.09
Fund Total:				\$380.09

City of Kennewick

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Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
119 CORONAVIRUS FISCAL RECOVERY FD				
FUND ACTIVITY	3858	B & H PHOTO-VIDEO.COM	GEFORCE GT1030 VIDEO CARDS (7)	988.18
Fund Total:				\$988.18
300 CAPITAL IMPROVEMENTS FUND				
LAND & FACILITIES	999998	P-CARD OTP	PLAYGROUND SURFACING REPAIR/MAINTENANCE	4,460.00
Fund Total:				\$4,460.00
304 ADVANCE FUNDED GRANTS				
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	GRASS SEED AND CABLE TIES FOR PROJECT P1918	26.56
Fund Total:				\$26.56
370 GO BOND 2020A FUND				
FUND ACTIVITY	3292	BEST BUY	(3) VIZIO 32" TV'S - RUSTY BACHMAN - KFD	716.73
FUND ACTIVITY	3292	BEST BUY	3 HDMI CABLES - RUSTY BACHMAN - KFD	22.77
FUND ACTIVITY	3717	AMAZON.COM	VIKING PAGING SYSTEM LINK FOR PHONE SYSTEM - FIRI	152.55
Fund Total:				\$892.05
402 MEDICAL SERVICES FUND				
FUND ACTIVITY	9877	PROCARD, WASTE MGMT WM EZPAY	MONTHLY RX DISPOSAL	16.15
FUND ACTIVITY	1099	LOWE'S HARDWARE	STATION OPERATING SUPPLIES	56.89
FUND ACTIVITY	3717	AMAZON.COM	STATION OPERATING SUPPLIES	23.87
FUND ACTIVITY	3717	AMAZON.COM		62.66
FUND ACTIVITY	999998	P-CARD OTP	STATION OPERATING SUPPLIES	3.00
FUND ACTIVITY	3717	AMAZON.COM	STATION OPERATING SUPPLIES	55.36
FUND ACTIVITY	3717	AMAZON.COM	STATION OPERATING SUPPLIES	13.34
FUND ACTIVITY	3717	AMAZON.COM	STATION OPERATING SUPPLIES	98.08
FUND ACTIVITY	3717	AMAZON.COM	STATION OPERATING SUPPLIES	43.38
FUND ACTIVITY	999998	P-CARD OTP	FS#5 RANGE REPAIR (PARTS & SERVICE)	387.85
FUND ACTIVITY	3717	AMAZON.COM	LABEL HOLDERS FOR STATION 63 EMS SUPPLY ROOM	32.56
FUND ACTIVITY	3717	AMAZON.COM	CARDBOARD BINS FOR EMS SUPPLIES AT STATION 63	143.27
FUND ACTIVITY	3717	AMAZON.COM	PELICAN BOXES FOR ENGINE EMS KITS	130.26
FUND ACTIVITY	3717	AMAZON.COM	LABEL HOLDERS AND BINDER CLIPS FOR 63 EMS SUPPLY	66.60
Fund Total:				\$1,133.27
403 BUILDING SAFETY FUND				
FUND ACTIVITY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE FOR DISPLAYFUSIO	0.44

City of Kennewick

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Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
FUND ACTIVITY	10179	PROCARD, BINARY FORTRESS SOFTWARE	DISPLAY FUSION FOR TONY O	29.00
FUND ACTIVITY	8937	PROCARD, SMARTSIGN	NAMEPLATES	51.80
FUND ACTIVITY	3717	AMAZON.COM	AMAZON - EVOLUENT VM4RW VERTICAL MOUSE 4 RIGH	119.41
FUND ACTIVITY	3700	OFFICE DEPOT INC	OFFICE DEPOT - 2022 WALL CALENDAR BUILDING DEPT	8.68
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	ICC: 2015 RES. PLUMBING INSPECTOR EXAM FORMAT - LI	219.00
Fund Total:				\$428.33
405 STORMWATER UTILITY FUND				
FUND ACTIVITY	3717	AMAZON.COM	IPHONE CASE FOR K.STOWE	31.48
FUND ACTIVITY	3717	AMAZON.COM	COMPUTER MONITOR STAND FOR M.NELSON & L.TIPPS	76.00
FUND ACTIVITY	10389	ONESTEPGPS.COM	RECURRING MONTHLY CHARGE FOR GPS TRACKER UNIT	30.30
Fund Total:				\$137.78
410 WATER AND SEWER FUND				
FUND ACTIVITY	7237	GOTPRINT.COM	BUSINESS CARDS MATTHEW PENTLAND	22.75
FUND ACTIVITY	3717	AMAZON.COM	BLUETOOTH HEADSETS (2) - LUSTIG/COWLING	173.74
FUND ACTIVITY	1775	GRAINGER	SOIL PROBE FOR B.CARTWRIGHT FIELD USE	52.78
FUND ACTIVITY	999998	P-CARD OTP	SAMPLE BOTTLE TESTING SERVICES	72.00
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	SOD FOR 600 N. 3RD REPAIR; 27MM WRENCH FOR NEW SA	45.48
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	SOD FOR 600 N. 3RD REPAIR; 27MM WRENCH FOR NEW SA	44.04
FUND ACTIVITY	10459	PROCARD, PAYFLOW/PAYPAL	ISA CERTIFICATION RENEWAL FOR MIKE HANSON - WW1	265.00
Fund Total:				\$675.79
501 EQUIPMENT RENTAL FUND				
FUND ACTIVITY	999998	P-CARD OTP	RADIATOR FOR VEH 2307	1,509.00
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEH 7104	59.00
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEH 7105	64.00
FUND ACTIVITY	999998	P-CARD OTP	FUEL FOR POOL CAR #1801	29.10
FUND ACTIVITY	999998	P-CARD OTP	DIESEL FUEL FOR TRUCK #5520	158.11
Fund Total:				\$1,819.21
642 METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	5122	USPS (STAMPS.COM)	MONTHLY FEE -- OCT 2021	19.54
FUND ACTIVITY	5122	USPS (STAMPS.COM)	POSTAGE PURCHASE	50.00
FUND ACTIVITY	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	497.57
FUND ACTIVITY	3700	OFFICE DEPOT INC	EXCHANGE OF OFFICE SUPPLIES	8.91
FUND ACTIVITY	3700	OFFICE DEPOT INC	EXCHANGE OF OFFICE SUPPLIES	8.91

City of Kennewick

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Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
				Fund Total:
				<u>\$584.93</u>
				Pcard Grand Total:
				<u><u>\$54,483.27</u></u>

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	12/21/2021
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2021.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2021 in the amount of \$655,576.71, comprised of check number 22047-22128 in the amount of \$210,972.05 and electronic transfers in the amount of \$444,604.66.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$655,576.71.

Through	Denise Winters Dec 14, 11:38:28 GMT-0800 2021
Dept Head Approval	Dan Legard Dec 14, 11:55:02 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:07:06 GMT-0800 2021

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
Claims Roster Detail
October 2021**

Num	Date	Name	Memo	Account	Paid Amount
22047	10/05/2021	RFP Plastics		1006.1 · Sterling Operating Account	
12540	10/01/2021		Acrylic Clear Cast PO #3591	8098 · Supplies & Equipment	-1,357.50
12545	10/04/2021		REPLACEMENT Acrylic Clear Cast	8098 · Supplies & Equipment	-1,357.50
					<u>-2,715.00</u>
22048	10/08/2021	Chapala Express Stand		1006.1 · Sterling Operating Account	
Grupo Fimre	09/19/2021		Third Party Sales for Grupo Fimre 9/19/21	5300.7 · Sales-Third Party	-726.14
Ams Preseason	09/25/2021		Third Party Sales for Ams vs Spokane 9/25/21	5300.7 · Sales-Third Party	-345.49
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland Home Opener 10/01/2021	5300.7 · Sales-Third Party	-907.52
					<u>-1,979.15</u>
22049	10/08/2021	Baskin Robbins		1006.1 · Sterling Operating Account	
Ams Preseason	09/25/2021		Third Party Sales Ams Vs Spokane Preseason 9/25/21	5300.7 · Sales-Third Party	-298.90
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland 10/01/21	5300.7 · Sales-Third Party	-592.82
					<u>-891.72</u>
22050	10/08/2021	Doggie Style Gourmet		1006.1 · Sterling Operating Account	
Ams Preseason	09/25/2021		Third Party Sales Ams vs Spokane Preseason 9/25/21	5300.7 · Sales-Third Party	-270.17
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland Opener 10/01/21	5300.7 · Sales-Third Party	-883.43
					<u>-1,153.60</u>
22051	10/08/2021	Bayou		1006.1 · Sterling Operating Account	
Ams Preseason	09/25/2021		Third Party Sales Ams vs Spokane Preseason 9/25/21	5300.7 · Sales-Third Party	-335.06
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland Opener 10/01/21	5300.7 · Sales-Third Party	-379.47
					<u>-714.53</u>
22052	10/08/2021	KC Brand		1006.1 · Sterling Operating Account	
Ams Preseason	09/25/2021		Third Party Sales Ams vs Spokane Preseason 9/25/21	5300.7 · Sales-Third Party	-279.56
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland Opener 10/01/21	5300.7 · Sales-Third Party	-748.73
					<u>-1,028.29</u>
22053	10/08/2021	Columbia Treats	Third Party Sales 10/01/21	1006.1 · Sterling Operating Account	
Ams Opener	10/01/2021		Third Party Sales Ams vs Portland 10/01/21	5300.7 · Sales-Third Party	-474.03
					<u>-474.03</u>
22054	10/08/2021	Melissa Wiegert-Meier	VOID: Employee Wages for Hours Worked for Grupo GJE, RGJE created on 10/27/2021	1006.1 · Sterling Operating Account	
					0.00
22055	10/11/2021	Steven Hooper	Concession Refund for Foreigner	1006.1 · Sterling Operating Account	
Concession Refund	10/11/2021		Concession Refund for Foreigner - Charged Incorrect Amount	5300.1 · Sales-Food	-200.00
					<u>-200.00</u>
22056	10/12/2021	Paul Boskovich	Runner for Skillet	1006.1 · Sterling Operating Account	
Runner for Skillet	10/12/2021		Runner for Skillet 10/12/21	5071 · Reimbursed Labor	-250.00
					<u>-250.00</u>
22057	10/12/2021	Ford Audio Service	Audio Equipment Rental - Skillet	1006.1 · Sterling Operating Account	
Skillet - TCA - R3	10/12/2021		Audio Equipment Rental - Skillet	5073 · Reimbursed Outside Services	-4,602.06
					<u>-4,602.06</u>
22058	10/12/2021	Impact Lighting Systems	Lighting Equipment Rental - Skillet	1006.1 · Sterling Operating Account	
Skillet Lighting	10/12/2021		Lighting Equipment Rental - Skillet	5073 · Reimbursed Outside Services	-4,000.00
					<u>-4,000.00</u>
22059	10/12/2021	Benton Franklin District Health	Concession Stand Permit Reprints	1006.1 · Sterling Operating Account	
Permit Reprints	10/12/2021		PO #3608 Kona, Mac Daddy, Chicken Littles Permit Reprints	8012.01 · Licenses & Permits, F&B	-15.00
					<u>-15.00</u>
22060	10/12/2021	Backstage Electric, Inc.		1006.1 · Sterling Operating Account	
2189	10/12/2021		Labor for Foreigner	5073 · Reimbursed Outside Services	-5,973.00
2191	10/12/2021		Labor for Pitbull	5073 · Reimbursed Outside Services	-18,197.00
					<u>-24,170.00</u>
22061	10/12/2021	Skillet Touring LLC	VOID: Artist Guarantee	1006.1 · Sterling Operating Account	
					0.00

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Num	Date	Name	Memo	Account	Paid Amount
22062	10/12/2021	The Vegas Syn	Artist Guarantee	1006.1 · Sterling Operating Account	
Artist Guarantee	10/12/2021		Artist Guarantee	8060 · Event Expenses	-1,500.00
					-1,500.00
22063	10/22/2021	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
P 80601	09/16/2021		Replaced Door Sensor	8039 · Security & Fire Alarm System	-279.08
R130986	10/01/2021		Commercial Ammonia Monitoring 10/1/21-10/31/21	8039 · Security & Fire Alarm System	-68.36
R130987	10/01/2021		Commercial Fire Monitoring 10/1/21-10/31/21	8039 · Security & Fire Alarm System	-73.79
R130988	10/01/2021		Commercial Security Monitoring 10/1/21-10/31/21	8039 · Security & Fire Alarm System	-43.39
R130989	10/01/2021		Commercial Security Monitoring - Vault -10/1/21-10/31/21	8039 · Security & Fire Alarm System	-43.39
R130985	10/01/2021		Commercial Fire Monitoring - Ice Rink - 10/1/21-10/31/21	8039 · Security & Fire Alarm System	-46.64
P80667	10/08/2021		Annual Fire Alarm Inspection	8039 · Security & Fire Alarm System	-400.73
P80666	10/08/2021		Annual Fire Alarm Inspection - Arena	8039 · Security & Fire Alarm System	-413.74
					-1,369.12
22064	10/22/2021	American Express	VOID: Wrong vendor	1006.1 · Sterling Operating Account	
					0.00
22065	10/22/2021	Backstage Electric, Inc.	Stagehand Labor for Skillet	1006.1 · Sterling Operating Account	
2208	10/12/2021		Stagehand Labor for Skillet	5073 · Reimbursed Outside Services	-5,098.00
					-5,098.00
22066	10/22/2021	Barbara Fox	Reim Laundry Supplies	1006.1 · Sterling Operating Account	
Reim Laundry Suppl.	10/06/2021		Reim Laundry Supplies	5007 · Reimbursed Expenses	-19.74
					-19.74
22067	10/22/2021	Bargreen Ellingson	Shot Glasses, Lighters, Half Pans	1006.1 · Sterling Operating Account	
010045847	09/28/2021		Shot Glasses, Lighters, Half Pans	8098.1 · Supplies & Equipment-F&B	-127.42
					-127.42
22068	10/22/2021	Benton PUD	Small General Service - Sign	1006.1 · Sterling Operating Account	
9/8/21-10/8/21	10/13/2021		Small General Service - Sign	8036.3 · Electricity	-380.98
					-380.98
22069	10/22/2021	Bill Young Productions	Tour Art/Vertical Ad for George Thorogood	1006.1 · Sterling Operating Account	
2104068-IN	07/28/2021		Tour Art/Vertical Ad for George Thorogood	1633.54 · George Thorogood	-100.00
					-100.00
22070	10/22/2021	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
36700	09/22/2021		TA Partial Rink & Parking Lot Retrofit	8042 · Repairs & Maintenance-Equipment	-11,012.04
36708	09/23/2021		Stage Set Up for Foreigner	8060 · Event Expenses	-895.95
36709	09/23/2021		Stage Set Up for Grupo Firme	8060 · Event Expenses	-895.95
36728	10/01/2021		Stage Set Up for Pitbull	8060 · Event Expenses	-895.95
36739	10/04/2021		Repaired Bollard/Installed Elevator Lights	8042 · Repairs & Maintenance-Equipment	-901.65
					-14,601.54
22071	10/22/2021	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4037617358	10/01/2021		QHM07777 Maintenance	8007 · Printing & Copiers	-30.79
					-30.79
22072	10/22/2021	Cascade Natural Gas - COL	General Commerical Service 9/10-10/8/21	1006.1 · Sterling Operating Account	
9/10/21-10/8/21	10/11/2021		General Commerical Service 9/10-10/8/21	8036.2 · Natural Gas	-487.48
					-487.48
22073	10/22/2021	Cascade Natural Gas - ICE	General Commercial Service 9/10/21-10/8/21	1006.1 · Sterling Operating Account	
9/10/21-10/8/21	10/12/2021		General Commercial Service 9/10/21-10/8/21	8036.2 · Natural Gas	-14.21
					-14.21
22074	10/22/2021	Charlie's Produce		1006.1 · Sterling Operating Account	
706001	09/20/2021		Food Order 9/20/21	1400.1 · Inventory-Food	-574.55
707930	09/27/2021		Food Order 9/27/21	1400.1 · Inventory-Food	-770.80
					-1,345.35
22075	10/22/2021	Chemsearch	Contract Water Treatment Program	1006.1 · Sterling Operating Account	
7522666	09/25/2021		Contract Water Treatment Program	8094 · Outside Services	-3,406.29
					-3,406.29

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Num	Date	Name	Memo	Account	Paid Amount
22076	10/22/2021	CI/Shred Columbia Industries	0935	1006.1 - Sterling Operating Account	
0118340	05/31/2021		Shred Services from 5/31/21	8094 - Outside Services	-118.95
0122743	08/31/2021		Shred Services from 8/3/21	8094 - Outside Services	-86.42
					<u>-205.37</u>
22077	10/22/2021	City of Kennewick-MISC		1006.1 - Sterling Operating Account	
14875	09/28/2021		Leasehold Excise Tax 3rd Quarter	2203 - Leasehold Tax Payable-COK	-1,334.94
14883	10/13/2021		Annual Audit	8092 - Professional Fees	-7,500.00
					<u>-8,834.94</u>
22078	10/22/2021	City of Kennewick-Water	Commercial 3" Water 6/22-8/24/21	1006.1 - Sterling Operating Account	
6/22-8/24/21	08/30/2021		Commercial 3" Water 6/22-8/24/21	8036.4 - Water	-8,220.80
					<u>-8,220.80</u>
22079	10/22/2021	Coca-Cola		1006.1 - Sterling Operating Account	
103233	09/09/2021		Beverage Order 9/9/21	1400.1 - Inventory-Food	-384.00
1286379	09/21/2021		Beverage Order 9/21/21	1400.1 - Inventory-Food	-15.75
104040	09/28/2021		Beverage Order 9/28/21	1400.1 - Inventory-Food	-801.00
					<u>-1,200.75</u>
22080	10/22/2021	Columbia Basin Pizza Hut Inc.		1006.1 - Sterling Operating Account	
INV-00049796	09/10/2021		Pizza & Pints	1400.1 - Inventory-Food	-146.06
0096042620001	09/19/2021		Pizza for Concessions	1400.1 - Inventory-Food	-156.92
0096042650004	09/22/2021		Pizza for Concessions - Foreigner	1400.1 - Inventory-Food	-149.31
0096042720078	09/29/2021		Pizza for Concessions - Pitbull	1400.1 - Inventory-Food	-59.18
0096042720001	09/29/2021		Pizza for Concessions - Pitbull	1400.1 - Inventory-Food	-102.62
0096042740003	10/01/2021		Ams vs PDX Home Opener	1400.1 - Inventory-Food	-126.51
					<u>-740.60</u>
22081	10/22/2021	Columbia Safety LLC	EMT Services September 2021	1006.1 - Sterling Operating Account	
MH2021-450	10/06/2021		EMT Services September 2021	8065 - Contracted Labor	-2,838.00
					<u>-2,838.00</u>
22082	10/22/2021	Concessions Supply		1006.1 - Sterling Operating Account	
85914	09/09/2021		Food Order 9/9/21	1400.1 - Inventory-Food	-662.18
86005	09/21/2021		Food Order 9/21/21	1400.1 - Inventory-Food	-237.85
86019	09/22/2021		PC Bags	8098.1 - Supplies & Equipment-F&B	-251.77
					<u>-1,151.80</u>
22083	10/22/2021	Culligan	230326	1006.1 - Sterling Operating Account	
90231849	09/18/2021		Cold Cooler Service	8098 - Supplies & Equipment	-204.17
800672403	09/22/2021		Bottled Water	8098 - Supplies & Equipment	-305.17
800673804	10/06/2021		Bottled Water	8098 - Supplies & Equipment	-209.06
					<u>-718.40</u>
22084	10/22/2021	Daktronics	133692-003	1006.1 - Sterling Operating Account	
694379	08/23/2021		Maintenance Agreement 9/28/21-9/27/22	8041 - Repairs & Maintenance-Building	-7,151.32
					<u>-7,151.32</u>
22085	10/22/2021	Fastsigns	PO 3519 Reface Front Counter & Install	1006.1 - Sterling Operating Account	
INV-65152	09/23/2021		PO 3519 Reface Front Counter & Install	8041 - Repairs & Maintenance-Building	-614.00
					<u>-614.00</u>
22086	10/22/2021	Holiday Inn Express & Suites		1006.1 - Sterling Operating Account	
24191	09/28/2021		Room Rental for Mike Reiner: Foreigner	5073 - Reimbursed Outside Services	-101.43
24181	09/28/2021		Room Rental for Mike Reiner: Foreigner	5073 - Reimbursed Outside Services	-111.39
24168	09/28/2021		Room Rental for Andy Hoyer: Grupo	5073 - Reimbursed Outside Services	-222.78
24180	09/28/2021		Room Rental for Cole Yarbrough: Foreigner	5073 - Reimbursed Outside Services	-111.39
24170	09/28/2021		Room Rental for Brendan Gordon: Grupo	5073 - Reimbursed Outside Services	-222.78
24166	09/28/2021		Room Rental for Brian Isseel: Grupo	5073 - Reimbursed Outside Services	-222.78
24167	09/28/2021		Room Rental for Mike Reiner: Grupo	5073 - Reimbursed Outside Services	-334.17
24229	09/30/2021		Room Rental for Brendan Gordon: PBR/Grupo/Foreigner	5073 - Reimbursed Outside Services	-8.53
24230	09/30/2021		Room Rental for Mike Reiner: PBR/Grupo/Foreigner	5073 - Reimbursed Outside Services	-8.53
24228	09/30/2021		Room Rental for Chris Wood: PBR/Grupo/Foreigner	5073 - Reimbursed Outside Services	-8.53
24244	10/01/2021		Room Rental for Micah Marino: Pitbull	5073 - Reimbursed Outside Services	-222.78
4242	10/01/2021		Room Rental for Brendan Gordon: Pitbull	5073 - Reimbursed Outside Services	-222.78
24243	10/01/2021		Room Rental for Mike Reiner: Pitbull	5073 - Reimbursed Outside Services	-222.78
					<u>-2,020.65</u>

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Num	Date	Name	Memo	Account	Paid Amount
22087	10/22/2021	KIMA-TV - KEPR-TV		1006.1 - Sterling Operating Account	
R1668861-1	09/30/2021		George Thorogood TV Ads	1633.54 - George Thorogood	-1,385.50
CW1668883-1	09/30/2021		PO #3549 TV Ads for Pitbull	1633.15 - Pitbull	-102.00
					<u>-1,487.50</u>
22088	10/22/2021	KNDOTV23/KNDUTV25	PO 3550 TV Ads for Pitbull	1006.1 - Sterling Operating Account	
190953A-2	09/30/2021		PO 3550 TV Ads for Pitbull	1633.15 - Pitbull	-595.00
					<u>-595.00</u>
22089	10/22/2021	KVEW42 - KAPP35		1006.1 - Sterling Operating Account	
243296-1	09/30/2021		PO #3551 TV Ads for Pitbull	1633.15 - Pitbull	-1,279.25
244028-1	09/30/2021		PO #3551 TV Ads for Pitbull	1633.15 - Pitbull	-629.00
					<u>-1,908.25</u>
22090	10/22/2021	LaDonna Koeing	Refund for Hockey Tickets 3/20/20 Game	1006.1 - Sterling Operating Account	
	08/30/2021		Refund for Hockey Tickets for 3/20/20 Game. 2 Adults, 1 Teen	3601 - Unearned Revenue-Ticket Sales	-60.00
					<u>-60.00</u>
22091	10/22/2021	Lee Klejeski	Ticket Refund	1006.1 - Sterling Operating Account	
Refund	10/06/2021		Ticket Refund	3601 - Unearned Revenue-Ticket Sales	-94.00
					<u>-94.00</u>
22092	10/22/2021	Lowe's Commercial Services		1006.1 - Sterling Operating Account	
16778	08/30/2021		PO 3528 Black Line Paint, Kitchen Keys	8098 - Supplies & Equipment	-32.87
16779	08/30/2021		PO 3524 Pressure Washer	8098 - Supplies & Equipment	-721.16
16287	09/02/2021		PO 3542 Barrel Bolts, Reflective Tape, Bench Vise	8098 - Supplies & Equipment	-154.44
16310	09/16/2021		PO 3582 Saw Blade/Screws/Pressure Treated Board	8098 - Supplies & Equipment	-73.53
16425	09/17/2021		PO 3574 Cable Ties/Roto Hammer/Wedge	8098 - Supplies & Equipment	-260.72
16530	09/18/2021		PO 3574 Washers/Drill Bits	8098 - Supplies & Equipment	-23.26
					<u>-1,265.98</u>
22093	10/22/2021	Mid Columbia Hockey Officials Association		1006.1 - Sterling Operating Account	
21-011	09/16/2021		Games Worked for August 2021	8094 - Outside Services	-5,980.00
21-012	10/06/2021		Games Worked September 2021	8094 - Outside Services	-2,730.00
					<u>-8,710.00</u>
22094	10/22/2021	NAPA Auto Parts	6916	1006.1 - Sterling Operating Account	
167590	10/12/2021		Service Jack for Zamboni	8098 - Supplies & Equipment	-358.38
168050	10/12/2021		PO #3594 Brake Clean	8098 - Supplies & Equipment	-18.18
					<u>-376.56</u>
22095	10/22/2021	NOVAtime	Return Shipping Label	1006.1 - Sterling Operating Account	
SI-104944	09/28/2021		Return shipping Label	6561 - Payroll Service Fees	-18.64
					<u>-18.64</u>
22096	10/22/2021	Otis Elevator Company	VOID: Final Payment: Install Handrail	1006.1 - Sterling Operating Account	
					0.00
22097	10/22/2021	Oxarc		1006.1 - Sterling Operating Account	
31362313	09/23/2021		Cylinder Rentals	5073 - Reimbursed Outside Services	-2,741.80
31366738	09/29/2021		Fire Equipment Rental	5073 - Reimbursed Outside Services	-162.90
31369787	09/30/2021		Cylinder Rental	5073 - Reimbursed Outside Services	-1,300.25
61008504	09/30/2021		Cylinder Rental	5073 - Reimbursed Outside Services	-508.90
					<u>-4,713.85</u>
22098	10/22/2021	Pacific Backflow Services LLC	VOID: wrong vendor	1006.1 - Sterling Operating Account	
					0.00
22099	10/22/2021	Pearson, Corey	Reimbursed Postage for Broadway Ticket Mailers	1006.1 - Sterling Operating Account	
Reim Postage	10/05/2021		Reimbursed Postage for Broadway Ticket Mailers	1633.99 - Broadway Series - 2021-2022	-122.98
					<u>-122.98</u>
22100	10/22/2021	PeopleReady Inc	4040-1097	1006.1 - Sterling Operating Account	
26863043	09/19/2021		Labor for 9/19/21	8065 - Contracted Labor	-9,960.32
26880716	09/26/2021		Labor for 9/24/21	8065 - Contracted Labor	-465.52
26880715	09/26/2021		Labor for 9/20/21-9/24/21	8065 - Contracted Labor	-12,780.35
26899567	10/03/2021		Labor for 10/1/21	8065 - Contracted Labor	-292.40
26899566	10/03/2021		Labor for Pitbull	8065 - Contracted Labor	-4,555.14
26912044	10/03/2021		Labor for 9/19/21	8065 - Contracted Labor	-169.27
					<u>-28,223.00</u>

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Num	Date	Name	Memo	Account	Paid Amount
22101	10/22/2021	Perfection Glass, Inc	PO 3542 Glass Replacement for F&B	1006.1 · Sterling Operating Account	
9993698221	09/30/2021		PO 3542 Glass Replacement for F&B	8041FB · Repr & Maint Bldg, Food & Bev	-1,248.90
					-1,248.90
22102	10/22/2021	Performance Digital	PO #3367 George Thorogood Impressions	1006.1 · Sterling Operating Account	
3381	09/22/2021		PO #3367 George Thorogood Impressions	1633.54 · George Thorogood	-1,000.00
					-1,000.00
22103	10/22/2021	Petty Cash	Petty cash through 9/30/21	1006.1 · Sterling Operating Account	
PCash @ 9/30/21	09/30/2021		To TRCC, postage for PDC payment	2215 · Due To (From) Convention Center	-12.95
			Backstage supplies Foreigner	5300.41 · Backstage Catering COGS	-987.58
			To TRCC, Live stream equipment	2215 · Due To (From) Convention Center	-173.75
			To TRCC, Pizzas for work crew during flip	2215 · Due To (From) Convention Center	-55.66
					-1,229.94
22104	10/22/2021	Premier Protection Associates, LLC	Bomb Dogs/Transportation for Pitbull	1006.1 · Sterling Operating Account	
1245	09/29/2021		Bomb Dogs/Transportation for Pitbull	8065 · Contracted Labor	-612.00
					-612.00
22105	10/22/2021	Roto-Rooter	Commercial Drain Line Repair & Misc Materials	1006.1 · Sterling Operating Account	
26532427	09/27/2021		Commercial Drain Line Repair & Misc Materials	8041 · Repairs & Maintenance-Building	-481.64
					-481.64
22106	10/22/2021	See, Andy	Reimbursed Postage for Broadway Ticket Mailers	1006.1 · Sterling Operating Account	
Reim Postage	09/28/2021		Reimbursed Postage for Broadway Ticket Mailers	8097 · Signage	-14.39
					-14.39
22107	10/22/2021	Spectrum Enterprise	Phone and Internet 9/26-10/25/21	1006.1 · Sterling Operating Account	
0883924092621	09/26/2021		Internet	8034.3 · Internet	-1,807.60
			Phone	8034.1 · Telephone	-812.15
					-2,619.75
22108	10/22/2021	Spectrum Reach		1006.1 · Sterling Operating Account	
INV-90514931	09/26/2021		PO 3474 PBR TV Ads	1633.53 · PBR 2021	-975.96
INV-90520664	09/26/2021		PO 3548 TV Ads for Pitbull	1633.15 · Pitbull	-530.20
INV-90521733	10/31/2021		PO 3548 TV Ads for Pitbull	1633.15 · Pitbull	-299.98
					-1,806.14
22109	10/22/2021	Sunbelt Rentals		1006.1 · Sterling Operating Account	
117501487-0001	09/17/2021		Lift Rental for Marquee Sign	8096 · Rental Equipment	-790.29
117501428-0001	09/17/2021		Lift Rental 9/8-9/10/21	8096 · Rental Equipment	-787.35
117871721-0001	09/21/2021		Forklift Rentals for Grupo	8096 · Rental Equipment	-624.32
117871721-0002	09/21/2021		Lift Rentals for Grupo	8096 · Rental Equipment	-662.84
118017119-0001	09/23/2021		Lift Rental for Foreigner	8096 · Rental Equipment	-71.68
118017119-0002	09/27/2021		Lift Rental for Foreigner	8096 · Rental Equipment	-545.28
118219897-0001	09/30/2021		Lift Rental for Pitbull	8096 · Rental Equipment	-582.64
118219897-002	09/30/2021		Forklift Rental for Pitbull	8096 · Rental Equipment	-253.43
118219897-0003	10/01/2021		Lift Rental for Pitbull	8096 · Rental Equipment	-378.31
118715244-0001	10/04/2021		Lift Rental 10/12-10/13/21	8096 · Rental Equipment	-521.93
					-5,218.07
22110	10/22/2021	Tennant	4264182	1006.1 · Sterling Operating Account	
918153913	09/10/2021		PO #3529 Repairs for Floor Scrubbers	8042 · Repairs & Maintenance-Equipment	-1,938.59
					-1,938.59
22111	10/22/2021	The UPS Store	PO #3554 Business Cards	1006.1 · Sterling Operating Account	
092421	09/24/2021		PO #3554 Business Cards	8098 · Supplies & Equipment	-501.15
					-501.15
22112	10/22/2021	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
2717351-2	09/30/2021		Radio Ads for PBR	1633.1 · Event Advertising	-2,200.00
2717606A-2	09/30/2021		Radio Ads for PBR	1633.1 · Event Advertising	-2,608.00
2792306-1	09/30/2021		Radio Ads for Pitbull	1633.15 · Pitbull	-639.20
217606C-1	10/12/2021		Radio Ads for PBR	1633.53 · PBR 2021	-200.00
					-5,647.20
22113	10/22/2021	Tri-City Sign and Barricade	Crowd Control Panels - Pitbull	1006.1 · Sterling Operating Account	
22032	09/29/2021		Crowd Control Panels - Pitbull	5073 · Reimbursed Outside Services	-836.22
					-836.22

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22114	10/22/2021	US Foods		1006.1 · Sterling Operating Account	
267057	09/18/2021		Food Order 9/18/21	1400.1 · Inventory-Food	-546.13
269786	09/21/2021		Food Order 9/21/21	1400.1 · Inventory-Food	-919.84
272556	09/23/2021		Food Order 9/23/21	1400.1 · Inventory-Food	-2,354.19
276009	09/27/2021		Food Order 276009	1400.1 · Inventory-Food	-368.06
276007	09/27/2021		Food Order 276007	1400.1 · Inventory-Food	-3,789.92
280003	09/30/2021		Food Order	1400.1 · Inventory-Food	-454.29
					<u>-8,432.43</u>
22115	10/22/2021	VenuWorks, Inc.	Management Fee October 2021	1006.1 · Sterling Operating Account	
17369	10/01/2021		Management Fee October 2021	8124 · VenuWorks Management Fee	-9,809.04
					<u>-9,809.04</u>
22116	10/22/2021	Virginia Freeman	Ticket Refund	1006.1 · Sterling Operating Account	
Refund	10/06/2021		Ticket Refund	3601 · Unearned Revenue-Ticket Sales	-121.00
					<u>-121.00</u>
22117	10/22/2021	Vistar Corporation	Food Order 9/29/21	1006.1 · Sterling Operating Account	
62076287	09/29/2021		Food Order 9/29/21	1400.1 · Inventory-Food	-692.90
					<u>-692.90</u>
22118	10/22/2021	Waste Management of Kennewick	360-0005326-1819-6	1006.1 · Sterling Operating Account	
2657991-1819-4	10/01/2021		Garbage Service 9/1/21-9/30-21	8036.1 · Garbage Service	-86.52
					<u>-86.52</u>
22119	10/22/2021	WCP Solutions		1006.1 · Sterling Operating Account	
12434134	09/15/2021		Liners & Hardwood White Roll	8095 · Janitorial Supplies	-1,034.09
12474511	10/04/2021		PO 3589 Vacuum Bags & Pre Filters	8095 · Janitorial Supplies	-32.56
12463792	10/04/2021		PO 3589 Vacuums & Replacement Bags	8095 · Janitorial Supplies	-1,875.77
12472295	10/11/2021		PO 3607 Janitorial Supplies	8095 · Janitorial Supplies	-272.15
12472296	10/11/2021		PO 3607 Janitorial Supplies	8095 · Janitorial Supplies	-93.94
					<u>-3,308.51</u>
22120	10/22/2021	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
586156	09/21/2021		Monthly Pest/Rodent Control - TC	8094 · Outside Services	-255.21
586154	09/21/2021		Monthly Pest/Rodent Control - TA	8094 · Outside Services	-127.06
586525	10/12/2021		Monthly Rodent and Pest Control - Rink B	8094 · Outside Services	-127.06
586528	10/12/2021		Monthly Rodent and Pest Control - TC	8094 · Outside Services	-255.21
					<u>-764.54</u>
22121	10/22/2021	Otis Elevator Company	Final Payment: Install Handrail	1006.1 · Sterling Operating Account	
SRW16919001	08/30/2021		Final Payment: Install Handrail	8026 · Capital Improvements	-4,126.78
					<u>-4,126.78</u>
22122	10/26/2021	Baskin Robbins		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-575.14
Ams vs Spokane	10/15/2021		Third Party Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-434.25
					<u>-1,009.39</u>
22123	10/26/2021	Bayou		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-573.39
Ams vs Spokane	10/15/2021		Third Party Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-474.03
					<u>-1,047.42</u>
22124	10/26/2021	Chapala Express Stand		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-868.04
Ams vs Spokane	10/15/2021		Third Pary Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-650.87
					<u>-1,518.91</u>
22125	10/26/2021	Columbia Treats		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-512.94
Ams vs Spokane	10/15/2021		Third Party Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-385.45
					<u>-898.39</u>
22126	10/26/2021	Doggie Style Gourmet		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-573.48
Ams vs Spokane	10/15/2021		Third Party Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-615.47
					<u>-1,188.95</u>

**Toyota Center and Toyota Arena
Claims Roster Detail
October 2021**

Num	Date	Name	Memo	Account	Paid Amount
22127	10/26/2021	KC Brand		1006.1 · Sterling Operating Account	
Ams vs Spokane	10/09/2021		Third Party Sales Ams vs Spokane 10/9/21	5300.7 · Sales-Third Party	-856.91
Ams vs Spokane	10/15/2021		Third Party Sales Ams vs Spokane 10/15/21	5300.7 · Sales-Third Party	-807.68
					<u>-1,664.59</u>
22128	10/28/2021	Monte Carlo Executive Transportation		1006.1 · Sterling Operating Account	
Grupo Firme Addtnl	09/13/2021		Contract bilingual staff for GS support, extended hours	8065 · Contracted Labor	-322.00
Grupo Firme	09/16/2021		Contract bilingual staff for GS support	8065 · Contracted Labor	-880.00
					<u>-1,202.00</u>
EFT	10/01/2021	The Odom Corporation	INV #13407132 Beer Order 10/01/21	1006.1 · Sterling Operating Account	
			INV #13407132 Beer Order 10/01/21	1400.2 · Inventory-Beer	-203.00
					<u>-203.00</u>
WIRE	10/01/2021	Pepper Entertainment	Promoter payment for Foreigner 9/22/21	1006.1 · Sterling Operating Account	
			Promoter payment to Outback - Foreigner 9/22/21	1298 · Cash Advances for Events	-26,698.40
					<u>-26,698.40</u>
WIRE	10/01/2021	Pepper Entertainment	Settlement Foreigner 9/22/21	1006.1 · Sterling Operating Account	
Foreigner 9/22/21	09/22/2021		Foreigner 9/22/21	3601 · Unearned Revenue-Ticket Sales	-12,508.19
			Shared revenues to settle, Foreigner 9/22/21	5001.9 · Settlement Costs	-2,213.40
					<u>-14,721.59</u>
WIRE	10/01/2021	Live Nation	Settlement Pitbull 9/29/2021	1006.1 · Sterling Operating Account	
Pitbull 9/29/21	09/29/2021		Pitbull 9/29/2021	3601 · Unearned Revenue-Ticket Sales	-273,679.96
			Ticket rebate, Pitbull 9/29/2021	5001.9 · Settlement Costs	-23,918.37
					<u>-297,598.33</u>
ONLINE	10/04/2021	Revel Systems	POS Fees - Toyota Center - Oct 2021	1006.1 · Sterling Operating Account	
			POS Fees - Toyota Center - Oct 2021	8098.1 · Supplies & Equipment-F&B	-2,049.07
					<u>-2,049.07</u>
EFT	10/06/2021	The Odom Corporation	Beer Order 10/6/21	1006.1 · Sterling Operating Account	
			Beer Order 10/6/21	1400.2 · Inventory-Beer	-335.00
					<u>-335.00</u>
EFT	10/06/2021	King Beverage Inc.	Beer Order 10/6/21	1006.1 · Sterling Operating Account	
			Beer Order 10/6/21	1400.2 · Inventory-Beer	-1,038.00
					<u>-1,038.00</u>
EFT	10/06/2021	Southern Wine & Spirits of Washington	Liquor Order 10/6/21	1006.1 · Sterling Operating Account	
			Liquor Order 10/6/21	1400.3 · Inventory-Liquor	-787.08
					<u>-787.08</u>
ONLINE	10/07/2021	Sterling Change	Backstage catering - Skillet 10/12/21	1006.1 · Sterling Operating Account	
			Backstage catering - Skillet 10/12/21	5300.41 · Backstage Catering COGS	-1,500.00
					<u>-1,500.00</u>
ACH	10/12/2021	Skillet Touring LLC	Artist Guarantee	1006.1 · Sterling Operating Account	
Artist Guarantee	10/12/2021		Artist Guarantee	8060 · Event Expenses	-17,200.28
					<u>-17,200.28</u>
EFT	10/14/2021	King Beverage Inc.	Beer Order 10/14/21	1006.1 · Sterling Operating Account	
			Beer Order 10/14/21	1400.2 · Inventory-Beer	-199.00
					<u>-199.00</u>
WIRE	10/19/2021	Live Nation	Band payment, Skillet 10/12/21	1006.1 · Sterling Operating Account	
			Band payment, Skillet 10/12/21	1298 · Cash Advances for Events	-17,200.28
					<u>-17,200.28</u>
WIRE	10/19/2021	Live Nation	Settlement Skillet 10/12/2021	1006.1 · Sterling Operating Account	
Skillet 10/12/21	10/12/2021		Skillet 10/12/2021	3601 · Unearned Revenue-Ticket Sales	-10,201.77
			Settlement costs, Skillet 10/12/2021	5001.9 · Settlement Costs	-3,473.35
					<u>-13,675.12</u>

**Toyota Center and Toyota Arena
Claims Roster Detail
October 2021**

Num	Date	Name	Memo	Account	Paid Amount
EFT	10/20/2021	Southern Wine & Spirits of Washington	Liquor Order 10/20/21	1006.1 - Sterling Operating Account	
			Liquor Order 10/20/21	1400.3 - Inventory-Liquor	-726.00
					-726.00
EFT	10/21/2021	King Beverage Inc.	Beer Order 10/21/21	1006.1 - Sterling Operating Account	
			Beer Order 10/21/21	1400.2 - Inventory-Beer	-1,076.00
					-1,076.00
EFT	10/21/2021	The Odom Corporation	Beer Order 10/21/21	1006.1 - Sterling Operating Account	
			Beer Order 10/21/21	1400.2 - Inventory-Beer	-974.00
					-974.00
EFT	10/21/2021	Rattlesnake Mountain Brewing Company	Beer Order 10/21/21	1006.1 - Sterling Operating Account	
			Beer Order 10/21/21	1400.2 - Inventory-Beer	-680.00
					-680.00
ONLINE	10/22/2021	Department of Revenue	Excise Tax Return May-Aug 2021	1006.1 - Sterling Operating Account	
		Department of Revenue	Sales Tax Payable May-Aug 2020	2201 - *Sales Tax Payable	-2,045.30
			B&O Tax Expense May-Aug 2020	8241 - Sales, B&O & Use Taxes	-4,744.84
					-6,790.14
ONLINE	10/25/2021	Department of Revenue	Excise Tax Return Sept 2021	1006.1 - Sterling Operating Account	
		Department of Revenue	B&O Tax Payable Sept 2020	2206 - B&O Tax Payable	-13,611.62
			Sales Tax Payable Sept 2020	2201 - *Sales Tax Payable	-19,123.38
			B&O Tax Expense Sept 2020	8241 - Sales, B&O & Use Taxes	-4,516.00
					-37,251.00
EFT	10/27/2021	Southern Wine & Spirits of Washington	Inv # 3867344 Liquor Order 10/27/21	1006.1 - Sterling Operating Account	
			Inv # 3867344 Liquor Order 10/27/21	1400.3 - Inventory-Liquor	-862.56
					-862.56
EFT	10/27/2021	The Odom Corporation	Inv # 13774203 Beer Order 10/27/21	1006.1 - Sterling Operating Account	
			Inv # 13774203 Beer Order 10/27/21	1400.2 - Inventory-Beer	-1,404.00
					-1,404.00
EFT	10/27/2021	King Beverage	Inv # 2417116 Beer Order 10/27/21	1006.1 - Sterling Operating Account	
			Inv # 2417116 Beer Order 10/27/21	1400.2 - Inventory-Beer	-1,615.00
					-1,615.00
EFT	10/29/2021	Fintech.net	Transactionals for 10/1-10/31/21	1006.1 - Sterling Operating Account	
			Transactionals for 10/1-10/31/21	8111FB - Banking Fees - Food & Bev	-20.81
					-20.81
Total Paid - Operations Account					
				\$	655,576.71

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



Dan Legard, Finance Director

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

Check numbers 22047-22128	\$	210,972.05
Electronic transfers - Operations		444,604.66
Electronic transfers - Box Office		-
Total	\$	<u>655,576.71</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	12/21/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 11/30/2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 11/30/2021 in the amount of \$3,122,996.00 comprised of check numbers 75301 through 75499 and direct deposit numbers 197614 through 198039.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$3,122,996.00

Through	
Dept Head Approval	Dan Legard Dec 02, 07:51:59 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:10:35 GMT-0800 2021

Attachments: payroll roster

Recording Required?

December 21, 2021

All Departments:

November 30, 2021

ADMINISTRATIVE TEAM	2,703.18
CITY COUNCIL	4,612.50
CITY MANAGER	20,845.49
CIVIL SERVICE	2,697.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	24,507.80
EMPLOYEE & COMMUNITY RELATIONS	46,787.05
ENGINEERING	57,993.14
FACILITIES & GROUNDS	83,323.03
FINANCE	64,201.63
FIRE	158,722.38
LEGAL SERVICES	27,621.19
MANAGEMENT SERVICES	91,985.89
POLICE	1,071,344.19
	<hr/>
Subtotal General Fund	1,657,344.47
	<hr/>
STREETS	21,552.21
TRAFFIC	22,295.83
	<hr/>
Subtotal Street Fund	43,848.04
	<hr/>
BI-PIN	14,388.81
BUILDING SAFETY	48,353.69
COMMUNITY DEVELOPMENT	4,125.98
CRIMINAL JUSTICE	152,374.77
EQUIPMENT RENTAL	11,831.11
MEDICAL SERVICES	663,125.67
RISK MANAGEMENT	4,706.09
STORMWATER UTILITY	21,612.66
WATER & SEWER	146,919.06
	<hr/>
Subtotal Other Funds	1,067,437.84
	<hr/>
Total Salaries and Wages	2,768,630.35
	<hr/>
<u>Benefits:</u>	
Industrial Insurance	34,482.88
Medical Retirement Account	3,300.00
Retirement	165,284.96
Social Security (FICA)	147,806.06
WA Family Leave	3,491.75
	<hr/>
	354,365.65
	<hr/>
Total Benefits	
Grand Total	\$3,122,996.00
	<hr/> <hr/>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$3,122,996.00 comprised of check numbers 75301 through 75499 and direct deposit numbers 197614 through 198039.

Approved for payment:



 Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number	3.d.	Council Date	12/21/2021	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Golf Course Management Agreement				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Parks & Recreation					

Recommendation

Staff recommends Council authorize the City Manager to sign the Columbia Park Golf Course Management Agreement on behalf of the City.

Motion for Consideration

I move to authorize the City Manager to sign the Columbia Park Golf Course Management Agreement with Kennewick Golf Corporation.

Summary

The Columbia Park Golf Course Management Agreement renews the operating agreement between the City and its current operator, Kennewick Golf Corporation, also referred to as CourseCo, through 2024. The current agreement expires December 31, 2021.

Revisions from the most recent agreement (which commenced in 2015) include a reduction of the agreement term from 5 years to 3 years; a change in the annual management fee from an increase determined by CPI to a predictable flat rate increase of 3% annually; specific terms for marketing expectations directed at increasing revenue and course use; accommodation for staging of the July 4th fireworks show; and added reporting requirements of unique users and types of rounds (golf, disc golf, and foot golf).

CourseCo starting managing the course in 2011, bringing decades of experience managing other facilities and the ability to share resources with two other CourseCo managed facilities in the Tri-Cities region. In addition to helping improve Columbia Park's reputation in the community with enhanced grounds maintenance and the rebranded "TriPlex" concept that offers foot and disc golf options, more recently they have collaborated with the City and restaurant operator to introduce new events at the Columbia River Landing facility despite the Covid 19 pandemic.


While a 2021 cost analysis confirmed CourseCo operates the course for less than it would cost the City to internally manage it, reducing the agreement term from 5 to 3 years provides a more frequent opportunity to review efficiencies and ensure the City is maximizing resources by continuing to contract with the same operator also partnering with Pasco and Richland.

Alternatives

None recommended.

Fiscal Impact

Under the new agreement, the course management fee will increase 3% annually: 2022 fee is \$44,612, the 2023 is \$45,951, and the 2024 fee is \$47,329. Under the prior agreement, the management fee increased annually based on October's CPI-U for Seattle-Tacoma-Bellevue, which for 2022 would have equated to a 6.5% increase (\$46,128).

Through		Attachments: Agreement 
Dept Head Approval	Emily Estes-Cross Dec 16, 15:59:29 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 17, 11:21:44 GMT-0800 2021	
		<input type="checkbox"/> Recording Required?

GOLF COURSE MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF KENNEWICK

AND

KENNEWICK GOLF CORPORATION

December 21, 2021

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Golf Course Management Agreement between
The City of Kennewick and Kennewick Golf Corporation

This Operator Agreement between the City of Kennewick and CourseCo, Inc. ("Agreement") is entered into this 21st day of December 2021, by and between the City of Kennewick ("CITY"), a municipal corporation, and Kennewick Golf Corporation, ("OPERATOR").

RECITALS

1. CITY leases Columbia Park Golf Course that includes an 18-hole "executive length" (Par 3) recreational golf course, a driving range, a commercial kitchen, and a pro shop from the United States Department of the Army Corps of Engineers (USACE) as a part of a lease for certain real property located on McNary Lock and Dam project for park and recreation purposes under Lease No. W912EF-1-04-16. Said lease contains conditions that will affect certain activities within the boundaries of the Golf Course. The operator shall make no improvements, additions, alterations or changes to the golf course property without written approval of the Director.
2. CITY desires to utilize the services of the OPERATOR for the overall management, maintenance and operation of the Golf Course, collection of fees, and other related golf services exclusive of food and beverage services.
3. OPERATOR represents that it has the necessary experience and qualifications to manage, operate, and maintain the Golf Course.
4. CITY and OPERATOR agree that the primary objectives for the OPERATOR's performance under this Agreement are to provide high quality golf experiences, high quality maintenance practices, and to generate revenues sufficient to cover all expenses of the golf course.

NOW, THEREFORE, in consideration for the mutual promises hereinafter set forth, the parties hereto agree to as follows:

AGREEMENT

1.0 DEFINITIONS.

The following terms shall be defined as follows for the purposes of this Agreement:

1.1 **Affiliate.** "Affiliate" is any and all corporations, partnerships, trusts, and other entities directly or indirectly controlled by, controlling or subject to direct or indirect common control of an entity or person.

1.2 **Annual Plan.** "Annual Plan" is defined in Section 5.2.

1.3 **Bank Account.** "Bank Account" is defined in Section 7.1.

1.4 **Capital Budget.** "Capital Budget" is a budget submitted by the OPERATOR with the Annual Plan to set forth anticipated Capital Expenditures for that year.

1.5 **Capital Expenditures.** "Capital Expenditures" are any equipment or alteration, addition, improvement, repair, replacement, rebuilding or renovation to the Golf Course, the cost of which is equal to or exceeds Five Thousand Dollars (\$5,000.00) and which has a useful life of more than one (1) year, as defined in Section 5.11.

1.6 **City.** "City" is the City of Kennewick and owner of the Golf Course.

1.7 **City Manager.** "City Manager" is the person holding the position of the City Manager for the City of Kennewick or his or her designee.

1.8 **Clubhouse.** "Clubhouse" is the clubhouse building that is a part of the Golf Course.

1.9 **Combined Management Fee.** "Combined Management Fee" is the Fixed Management Fee and Incentive Management Fee, as defined in Section 6.1, which constitute the annual consideration paid to OPERATOR for the performance of services under this Agreement.

1.10 **Compensation.** "Compensation" is the direct salaries and wages paid to or accruing for the benefit of the management staff and all other persons employed by the OPERATOR at the Golf Course, together with all fringe benefits payable to or accruing for the benefit of such employees. Fringe benefits may include employer's contribution under the Federal Insurance Contributions Act ("FICA"), unemployment compensation, other statutory employment taxes, pension and/or retirement fund contributions, worker's compensation, group life and accident and health insurance premiums, disability and other similar benefits.

1.11 **Contract Ending Transition Period.** "Contract Ending Transition Period" is defined in Section 11.1.

1.12 **Cost of Goods Sold.** "Cost of Goods Sold" is defined as beginning Resale Inventory plus purchases for Resale Inventory minus ending Resale Inventory.

1.13 **Course Maintenance Plan.** "Course Maintenance Plan" is defined in Section 5.2(d).

1.14 **Crew.** "Crew" is the Golf Course maintenance staff employed by the OPERATOR.

1.15 **Direct Cost Budget.** "Direct Cost Budget" is defined in Section 5.9.

1.16 **Direct Costs.** "Direct Costs" is defined in Section 5.7.

1.17 **Director.** "Director" is the CITY's employee responsible for the management of the golf course or his or her designee.

1.18 **Effective Date.** "Effective Date" is defined in Section 2.1.

1.19 **Environmental Laws.** "Environmental Laws" are defined in Section 3.27.1.

1.20 **Facilities.** "Facilities" are the buildings, structures, improvements, irrigation system and controls, cart paths, fencing, fixtures, trade fixtures, furnishings and equipment, clubhouse, food service facilities, maintenance yard, parking lots, and utility systems located on the Premises.

1.21 **Fixed Management Fee.** "Fixed Management Fee" is defined in Section 6.2.

1.22 **Food and Beverage Service.** "Food and Beverage Service" is defined in Section 3.7.

1.23 **Force Majeure.** "Force Majeure" is defined in Section 12.4.

1.24 **Furnishings and Equipment.** "Furnishings and Equipment" include all furniture, furnishings, trade fixtures, apparatus and/or equipment, which includes but is not limited to, course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, office equipment, computers, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course, other than Resale Inventory.

1.25 **GCSAA.** "GCSAA" is the Golf Course Superintendents Association of America.

1.26 **General Manager.** "General Manager" is an employee of the OPERATOR who oversees the operations of the entire Golf Course.

1.27 **Golf Course.** "Golf Course" or "Premises" or "Course" is the municipal golf course leased by the CITY, including but not limited to the land, the driving range, the Clubhouse, commercial kitchen, pro shop, and maintenance facility.

1.28 **Golf Course Expenses.** "Golf Course Expenses" are all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: (a) all expenditures incurred by the CITY for the benefit of the Golf Course; (b) the "Combined Management Fee" paid to the OPERATOR pursuant to Section 6.1 of this Agreement; (c) all expenses specifically identified as "Direct Costs" in this Agreement; and (d) all other expenses incurred by the OPERATOR in connection with the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which are consistent with the operation of a golf course and have been approved in writing by the Director.

1.29 **Golf Enterprise Fund.** "Golf Enterprise Fund" is the City Fund, separate from the City's General Fund, where all golf-related revenues are deposited and from which all golf-related expenses are paid.

1.30 **Golf Professional.** "Golf Professional" is an employee of the OPERATOR who is, at a minimum, a PGA or LPGA apprentice.

1.31 **Gross Revenues.** "Gross Revenues" are all money received as a result of the operation of

the Golf Course and the sale of goods and services at the Golf Course, determined on a modified accrual basis in accordance with generally accepted accounting principles consistently applied. The deposit of Gross Revenues, pursuant to Section 7.2, shall include but not be limited to all green fees; rental fees for golf carts, golf clubs and bags, and other rental items; range balls; resident card fees; reservation fees; fees for golf handicap service; rental and concession payments; food and beverage sales; liquor sales; golf-related meetings, parties, tournaments, and other group gatherings; merchandise sales; golf instruction fees; revenues from golf schools; gross receipts received by licensees or concessionaires; proceeds from insurance; any amount received by the OPERATOR in connection with any claim, demand, or lawsuit; and all other revenues generated by the Golf Course. Gross Revenues shall be reduced by any cash refunds or credits allowed on returns by purchasers.

Gross Revenues shall not include the following: (a) the amount of any gratuities to Golf Course employees, or service charges added to customer billings which represent gratuities to Golf Course employees; (b) proceeds of any borrowings by the OPERATOR or the CITY; (c) initial operating funds in the Bank Account and funds subsequently provided by the CITY to satisfy the working capital needs of the Golf Course pursuant to Section 7.1; (d) refunds for the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers; and (e) unearned or deferred revenues such as gift certificates/cards, nonrefundable tournament and event deposits, and pre-paid driving range fees.

1.32 **Hazardous Materials.** "Hazardous Materials" are defined in Section 3.27.

1.33 **Impositions.** "Impositions" are all taxes and assessments (including without limitation real property taxes and assessments, possessory interest taxes, and personal property taxes), water, sewer or other similar rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and charges, which at any time may be levied, assessed, confirmed or imposed on the Golf Course or the operation of the Golf Course.

1.34 **Improvements.** "Improvements" is defined in Section 3.12.

1.35 **Incentive Management Fee.** "Incentive Management Fee" is defined in Section 6.4.

1.36 **Insurance Requirements.** "Insurance Requirements" are all requirements of each insurance policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to the Golf Course or the operation of the Golf Course.

1.37 **Invitee.** "Invitee" is anyone present on the Golf Course for golfing, dining or other lawful purpose.

1.38 **Legal Requirements.** "Legal Requirements" are all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Golf Course or the operation of the Golf Course, including, but not limited to, the Americans with Disabilities Act and implementing regulations as well as other federal, state and local laws and

regulations governing access and all federal, state, and local laws and regulations pertaining to the storage, use, and disposal of "hazardous or toxic wastes, substances or materials" as defined by applicable law.

1.39 **Lesson Expenses.** "Lesson Expenses" are defined in Section 5.10.

1.40 **Maintenance Yard.** "Maintenance Yard" is the area utilized for the storage and maintenance of equipment and supplies including underground devices, storage facilities, and related items.

1.41 **Maintenance Standards.** "Maintenance Standards" are the standards for maintenance of the Golf Course.

1.42 **Management Staff.** "Management Staff" is defined in Section 3.8.6.

1.43 **Marketing and Promotional Plan.** "Marketing and Promotional Plan" is defined in Section 5.2(f).

1.44 **Operating Net Cash Flow.** "Net Cash Flow" is the difference between the Gross Revenue and all expenses, including Direct Costs, other operating expenses, debt service for all debt in existence on the Effective Date, additional debt service to the extent agreed to in writing by both parties, and Fixed and Incentive Management Fees.

1.45 **Operating Year.** "Operating Year" is the period from the Effective Date of January 1, 2022 thru December 31, 2023 and each subsequent twelve (12) calendar month period for the term of the Agreement.

1.46 **Operator.** "Operator" is Kennewick Golf Corporation, which is wholly owned by CourseCo, Inc.

1.47 **PGA/LPGA.** "PGA" shall mean the Professional Golfers' Association of America and "LPGA" shall mean the Ladies Professional Golfers' Association of America.

1.48 **Premises.** "Premises" is the Golf Course as defined above.

1.49 **Pro Shop.** "Pro Shop" is the golf professional shop located within the Clubhouse.

1.50 **Recognized Clubs.** "Recognized Clubs" are those clubs that consider the Golf Course home.

1.51 **Resale Inventory.** "Resale Inventory" is Pro Shop merchandise items.

1.52 **Senior Golfers.** "Senior Golfers" are golfers who are at least sixty-five (65) years of age.

1.53 **Superintendent.** "Superintendent" is an employee of the Operator who is in charge of Golf Course maintenance, is a Class A member of the GCSAA, and has a State Qualified Applicator

Certificate ("QAC") in categories B and F.

1.54 **Supplies.** "Supplies" are consumable items not for Resale and used in or held in storage for use in the operation of the Golf Course, including but not limited to, scorecards and cart tickets, driving range balls, bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and other similar items.

1.55 **USACE.** "USACE" is the United States Army Corps of Engineers.

1.56 **USGA.** "USGA" is the United States Golf Association.

2.0 TERM.

2.1 **Term.** The initial term of this Agreement shall commence on January 1, 2022 (the "Effective Date") and expire on December 31, 2024, unless it is terminated or extended pursuant to the terms of this Agreement.

2.2 Extension.

2.2.1 **Good Faith Negotiations.** The CITY and the OPERATOR shall negotiate diligently and in good faith, during the Exclusive Negotiating Period as described in Section 2.2.2, an extension of this agreement upon such terms and conditions as the parties may mutually agree.

2.2.2 **Exclusive Negotiating Period.** The negotiating period under this Agreement shall commence no later than twelve (12) months prior to the termination of the initial term of the Agreement. Either party may give written notice to the other party of its interest in pursuing negotiations for the extension of the Agreement. Upon delivery of such notice, the parties shall enter into an exclusive good faith negotiating period (the "Exclusive Negotiating Period") of up to one hundred and eighty (180) days (or such longer period as the parties may agree) from the date of notice to agree upon terms for an extension of the Agreement or to conclude that the Agreement will not be extended. During the Exclusive Negotiating Period, the CITY shall not solicit, market, or negotiate with any other person or entities, other than the OPERATOR, regarding the services set forth under this Agreement, or solicit or entertain bids or proposals to do so.

2.2.3 **Continuation of Agreement.** If this Agreement is not extended, the OPERATOR shall, if requested by CITY, continue to provide all services pursuant to this Agreement and subject to the then current terms and conditions of this Agreement on a month-to-month basis for up to twelve (12) months if determined necessary by the CITY in order to give the CITY sufficient time to select a new operator. The CITY may terminate the month-to-month agreement by providing at least thirty (30) days written notice to the OPERATOR.

3.0 MANAGEMENT OF GOLF COURSE.

3.1 Retention of OPERATOR.

3.1.1 Role of the OPERATOR. Subject to the terms of this Agreement, the CITY hereby retains the OPERATOR as an independent contractor, and the OPERATOR agrees, to implement the policies, standards, and schedules for the operation and maintenance of the Golf Course and all matters affecting customer relations, in accordance with this Agreement, including; (i) hiring, training, and supervising the General Manager, and Golf Course Superintendent (collectively "Management Staff") and all Golf Course employees; (ii) supervise and direct all phases of advertising, sales, and business promotion for the Golf Course; (iii) establish accounting and payroll procedures and functions for the Golf Course in accordance with CITY policies; and (iv) procure and maintain all equipment necessary and appropriate for the profitable and efficient operation of the Golf Course. The parties understand that costs of undertaking the services above shall be reimbursed pursuant to Section 5 of this Agreement. The OPERATOR agrees to work with the CITY to adjust Direct Cost budget, as necessary, to provide for a profitable operation and a positive Net Cash Flow.

3.1.2 Goal of Agreement. It is the intent and goal of the CITY that the Golf Course be operated in a professional, efficient, and productive manner that shall provide for the highest quality of experience for Invitees of the Golf Course and the independent Food and Beverage Operations as found in the best comparable 18-hole "executive length" (Par 3) recreational golf courses, achieve the desired results of an effective maintenance program on the Golf Course and Clubhouse, and achieve the budgeted results for the Golf Course.

3.1.3 Partnership Opportunities. The City of Kennewick has entered into an Interlocal Agreement and Memorandum of Understanding (MOU) with the City of Richland that establishes a relationship between the two (2) Cities for the operation of two courses, owned respectively by each City, if the OPERATOR manages both courses. Each City will have separate contracts with the OPERATOR. It is understood that while the MOU between Richland and Kennewick, and the Golf Course Management Agreements between the OPERATOR and both Cities are in effect, the CITY and the OPERATOR agree that management of both Courses by the OPERATOR will create opportunities for resource sharing. These resource sharing opportunities shall complement each course without detriment to one or the other and allow for operational efficiencies, cost savings, marketing, player development and/or other mutually beneficial partnership efforts for the City of Richland, City of Kennewick, and the OPERATOR. The OPERATOR agrees to explore and suggest possibilities, consider suggestions by either City, and implement only upon approval and mutual agreement of the City of Richland, City of Kennewick and the OPERATOR. It is understood that Termination of the MOU between the Cities or termination of the management agreement with the OPERATOR by either City or the OPERATOR will affect resource sharing and may require a transition period to mitigate. Furthermore, the CITY may determine that certain resource sharing is no longer valid or desired and may elect to discontinue all or selected partnerships.

Notwithstanding the termination provisions of this agreement, a minimum of sixty (60) days notice shall be provided to allow transition, discontinuance, or modification of the resource sharing partnership unless otherwise agreed upon in writing.

3.2 Overall Responsibilities of OPERATOR. The OPERATOR shall perform the following services, or cause the same to be performed for the Golf Course, and all expenditures of the OPERATOR and costs and expenses incurred by the OPERATOR in performing these services shall be Direct Costs:

- a) Consummate arrangements with intended users of the Golf Course, subject to the terms of Section 3.3 below;
- b) Enter into such contracts no later than the effective date of this Agreement for the furnishing of utilities, building maintenance, and other services to the Golf Course, subject to the terms of Section 7.7;
- c) Make all-repairs, decorations, replacements, additions, revisions, alterations, and improvements to the grounds of the Golf Course as shall be reasonably necessary for maintenance of the Golf Course in good order, condition, and repair, subject to the terms of Section 3.5 of this Agreement. Maintenance of the facilities and parking lots as reasonably necessary for maintenance of the Golf Course in good order and condition, subject to the terms of Section 3.4 and 3.6;
- d) Incur such expenses as shall be necessary for the proper operation and maintenance of the Golf Course, including without limitation purchase or rental expenses for Furnishings. and Equipment;
- e) Maintain a level of Resale Inventory necessary for the effective operation of the Golf Course consistent with the terms of Section 3.3.1;
- f) Apply for and obtain and/or maintain all licenses and permits required of the OPERATOR in connection with the operation and management of the Golf Course[**KR1**]. The CITY agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with the OPERATOR in the application for, and obtaining and maintenance of, such licenses and permits;
- g) Do or cause to be done, all such acts and things in and about the Golf Course as shall be reasonably necessary to comply with all Insurance Requirements and Legal Requirements. The OPERATOR shall not knowingly permit any illegal activities to be conducted on or about the Premises;
- h) Pay all Golf Course expenses, impositions, and insurance premiums, whether incurred by the CITY or the OPERATOR, when due;
- i) Implement the Marketing and Promotional Plan for the Golf Course described in Section 5.2(f);
- j) Maintain a level of Supplies necessary for the effective operation of the Golf Course consistent with the terms of Section 3.1.2.

3.3 Golf Professional Services. The OPERATOR shall, as a Direct Cost, provide golf starter services; provide Course marshalling services; sell and rent golf equipment; sell golf-related clothing and supplies; provide instructional services in the playing of golf; rent golf carts; and operate the driving range. Such services shall be provided by or under the direct supervision of the Supervisor.

3.3.1 Pro Shop and Merchandise. The Pro Shop shall be open during the normal operating hours of the golf course.

- A. **Inventory.** The OPERATOR shall procure and maintain in the Pro Shop such inventory of golf merchandise as deemed necessary or appropriate to adequately meet public demand and consistent with the goal in Section 3.1.2.
- B. **Mark Down of Merchandise.** Merchandise that can reasonably be classified as "stale" or "unsellable" may be marked down. After six (6) months, if the OPERATOR determines that any aged merchandise in the Pro Shop cannot or should not be sold because of the reputation or image of the Pro Shop, then the OPERATOR may sell the merchandise at less than cost and include the payment for the merchandise in the Gross Revenues.

3.3.2 Golf Instruction. The OPERATOR shall provide for golf instruction by qualified instructors supervised by the General Manager. All golf instructors shall be employees of the OPERATOR, unless the OPERATOR proposes an alternative plan that is approved by the Director. The OPERATOR shall cause all golf instructors to comply with the rules and regulations consistent with the goal in Section 3.1.2. It is expected that instructors will provide tips and mini-lessons at no cost to golfers as appropriate.

- A. **City Recreation Classes.** The OPERATOR shall work in conjunction with the Director to provide services for CITY golf programs at the driving range, putting greens, and Course.
- B. **Junior Golf Programs.** The OPERATOR shall organize and implement junior golf programs.

3.3.3 Golf Carts. The OPERATOR shall procure by lease on behalf of the CITY and maintain in good condition power-driven golf carts in sufficient numbers to meet public demand. The Director shall have the right, in the Director's sole and absolute discretion, to require a change in the number or types of golf carts in use at the Golf Course; provided, however, that the CITY shall increase or decrease the applicable Direct Cost Budget(s) reasonably to account for resulting increased or decreased Direct Costs. Prior to procuring golf carts, the OPERATOR shall give the Director written documentation identifying the type of golf cart, features of golf carts, and proposed lease terms.

The OPERATOR shall lease golf carts in accordance with the Director's written approval. All carts shall be 4-wheel, electric vehicles, and shall be equipped with canopies and windshields. The OPERATOR may prohibit the use of golf carts on the Golf Course

whenever weather conditions expose the user of the golf cart or the Golf Course to damage.

3.3.4 Driving Range. The OPERATOR shall operate and manage all driving range operations and procure and maintain all equipment and facilities necessary and appropriate to meet the goal set forth in Section 3.1.2. Driving range balls shall be of high quality and all cracked and/or worn range balls shall be removed in a timely manner.

3.3.5 Golf Course Starter Services. The OPERATOR shall render and provide Golf Course starter services including, but not limited to, collecting all green and tournament fees in accordance with City cash handling procedures. The OPERATOR shall take reservations from the telephone, online, and at the Golf Course and record the reservations on starter sheets, placing golfers' names on a call sheet as necessary and appropriate, sending golfers to the tee, and starting them off at proper intervals. The OPERATOR shall receive requests from groups for tournaments, book the tournaments, collect the appropriate fees prior to each tournament's starting date, and coordinate tournament food and beverage needs. The OPERATOR shall take actions as necessary and appropriate to speed play on the Golf Course; entering each golfer's name on the automated tee sheet to the extent feasible and issuing a receipt to each golfer or group upon payment of the applicable green fee(s). The OPERATOR shall install a Point of Sale system that tracks all rounds played and fees collected by fee category on a daily basis. Such information shall be made available for review by the Director, as requested.

3.3.6 Marshaling Time. The OPERATOR shall procure the services of marshals at such times and in such numbers as necessary and appropriate to expedite play and ensure compliance with all rules and regulations consistent with the provisions of Section 3.1.2.

3.3.7 Suspension of Play. The OPERATOR shall determine temporary suspension of play in cases where weather or other conditions expose the user to danger or the golf course to damage. The OPERATOR shall notify the CITY and restaurateur of any temporary suspension of play as soon as the determination is made. All notices shall be made in writing to the designated representative for each entity.[KR2]

3.4 Facilities Maintenance Services. The parties acknowledge that the premises are public property which the CITY has a responsibility to ensure are used in a manner which effectively serves the public. Accordingly, the CITY has a greater interest than most landlords in ensuring the quality of the maintenance and operation of the premises. At all times, as a Direct Cost, the OPERATOR shall maintain and operate the Clubhouse, including pro shop, Clubhouse restrooms, and all other facilities and services offered in connection therewith in a manner equal to or better than comparable municipally-owned golf courses in the region, and furnish and maintain a standard of service at least equal to the class of similar businesses in the City and in adjacent communities during the entire term of this Agreement. The OPERATOR shall keep all fixtures, furnishings and equipment within the facilities clean, neat, safe, and sanitary, in good order and in a manner equal to or better than the best comparable 18-hole "executive length" (Par 3) recreational golf courses in the region. The OPERATOR shall maintain and operate the Clubhouse and other facilities reasonably in accordance with the highest commercial standards of cleanliness and shall keep the Clubhouse and other facilities clean and free from rubbish.

The OPERATOR shall, during the term of this Agreement maintain and keep in good order and condition [KR3]the interior nonstructural portions of the Clubhouse and other facilities. These nonstructural portions include but are not limited to, the following: the interior surface of exterior walls; all windows, window casements, doors, door frames, and door closures and locks; all plate glass, storefronts and showcases; all flooring surfaces; HVAC; all electrical systems and equipment; and all interior plumbing and sprinkler systems (exclusive of systems solely for commercial kitchen operations); and exterior light fixtures, light bulbs, ballast transformers and electrical panel if any, installed therein. The OPERATOR expressly agrees that the use of roof areas shall be limited to ingress for maintenance purposes only, and that said roof areas shall not be used for storage of inventory or for any other use. All costs associated with cleaning and maintenance of the Clubhouse and other facilities shall be Direct Costs.

The OPERATOR agrees to enter into preventative and regular maintenance contracts, with providers approved by the Director, for services to include, but not be limited to, pest control, refrigeration, window cleaning, and floor cleaning. All costs associated with these service contracts shall be Direct Costs.

3.5 Grounds Maintenance Services. The OPERATOR shall provide grounds maintenance services to the Premises, including, but not limited to: the obligation to mow, edge, trim, over-seed, fertilize, aerate, sod, change cups, service tees, top-dress, raise divots, rake traps, spray, spot irrigate, syringe and renovate turf and shrub areas, as well as to provide weed, disease and pest control, litter control and rubbish removal, tree maintenance, maintenance of irrigation systems including mainlines, pumps, boosters and controllers, to keep swales in good repair and to provide the necessary and appropriate maintenance of any appurtenant structures and equipment, and, if applicable, maintain the water feature. The OPERATOR shall replace or change any supplies, materials, or procedures used by the OPERATOR that are found reasonably objectionable by the Director, within five (5) calendar days after receipt of the Director's written request for such replacement or change. Operator shall comply with all applicable local, state, and federal clean water regulatory requirements, including but not limited to all federal NPDES requirements.

3.5.1 Chemical Herbicides and Pesticides. The Operator shall ensure that employees or contractors are trained, licensed and knowledgeable about best management practices for using fertilizers, herbicides and pesticides to prevent any Hazardous Materials release. Employees or contractors shall also be proficient in how to handle any such accidental release in accordance with the Guidance provided by the United States Army Corps of Engineers (USACE). The Operator shall ensure that all chemicals planned to be used are authorized for use by the USACE prior to any application by employees or contractors and inform the CITY prior to any application. An application report shall be provided to the CITY within thirty (30) days after application. The Operator shall obtain any required Washington State Department of Agriculture pesticide applicator licensing, permits and submit any required reports related to the use of permitted biocides, defoliants, chemical fertilizers, pesticides, herbicides or other agri-chemicals including the USACE. If requested by the City, an Integrated Pest Management and Chemical Application Management Plan (PM-CHAMP) will be jointly developed by the CITY and the OPERATOR. The cost to

develop and implement the plan will be a Direct Cost.

3.5.2 Water. The OPERATOR shall not cause any ponding on the Premises or any flooding on adjacent land. Unless specifically directed by the CITY, the OPERATOR shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank, canal or channel of any natural water course, wetland or other body of water on, in, under, or about the Premises. The OPERATOR shall not engage in any activity that would pollute or degrade the surface or subsurface waters or result in the diminution or drainage of such waters.

3.5.3 Protection of Utilities. At all times during the Term of this Agreement, the OPERATOR shall use its reasonable best efforts to protect the facilities of utilities located on the Golf Course from any damage, injury or disturbance. If the OPERATOR or any of its agents or Invitees damages, injures, or disturbs any of the foregoing facilities, the OPERATOR shall immediately notify the CITY of that occurrence.

3.5.4 Trees and Other Plant Materials. The OPERATOR shall maintain all trees and other plant materials on the Golf Course. The OPERATOR shall not remove or destroy any tree or other plant materials on the Premises without the prior written approval of the Director and the USACE. In the case that a tree, or portion of a tree, has fallen on the Golf Course and becomes a safety hazard, the Director's oral approval is acceptable for removal or pruning in compliance with the Guidance provided by the USACE for hazardous tree removal. All pruning shall be consistent with the CITY guidelines, the International Society of Arboriculture Tree Pruning Guidelines and the USACE guidelines. The OPERATOR shall not plant any trees or other plant materials on the Premises that are not included in the Course Maintenance Plan, without the prior written approval of the Director and the USACE.

3.5.5 Historic Preservation. In the event that the OPERATOR discovers any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity on the site, the OPERATOR shall immediately notify the Director and protect the site and material from further disturbance until the Director gives clearance to proceed.

3.5.6 Maintenance Personnel. The OPERATOR shall employ and maintain in its employ a Golf Course Superintendent and Crew at the Premises each day during normal working hours. The OPERATOR shall employ sufficient personnel to perform all work required.

3.6 Parking Lot Maintenance Services. The OPERATOR shall keep all parking lots on the Premises in a clean and good condition, and shall provide normal (non-capital) parking lot maintenance services, including, but not limited to daily trash removal, landscaping maintenance, and vegetation/weed control around the railroad tie parking bumpers. All costs of such parking lot maintenance will be Direct Costs.

3.7 Food and Beverage Services. The CITY shall reserve the right to lease the commercial kitchen to an independent operator/restaurantur[[KR4](#)].

Vending machines may be installed with the Director's approval. The OPERATOR shall not permit the sale of food and beverages at the Golf Course from outside entities without the Director's approval.

3.7.1 **Future Events.** The OPERATOR agrees not to book any events at the Golf Course for dates after the initial term of this Agreement or any extension without the prior approval of the Director.

3.8 **Personnel.**

3.8.1 **General.** The OPERATOR, as a Direct Cost, shall employ all of the employees of the Golf Course and set all terms and conditions of the employment. The OPERATOR shall make all decisions relating to the hiring of employees, the employment of its employees, and the direction of its work force. The number of the OPERATOR's employees shall be no more than reasonably necessary to operate the Golf Course efficiently. The OPERATOR shall recruit, hire, train, discharge, promote and supervise the Management Staff of the Golf Course defined as the Supervisor, Superintendent of the Golf Course, and all other employees of the OPERATOR. Recruitment process shall include as a direct cost, background checks and drug testing. All employees of the Golf Course shall be properly qualified for their positions. The OPERATOR may assign management trainees, at its sole expense, to the Golf Course, who shall remain under supervision of the OPERATOR's on-site Management Staff. The OPERATOR shall provide reports showing all employees and their job titles, as requested by the Director. The OPERATOR's Management Staff shall not be assigned to work at other golf courses managed or operated by the OPERATOR, with the exception of sharing staff resources between City of Richland's Columbia Point Golf Course and City of Kennewick's Columbia Park Golf Course, without the written approval of the Director.

The OPERATOR shall retain at all times on the Premises during hours of operation a supervisor who will be responsible for the Golf Course in matters pertaining to the performance of the duties and obligations in this Agreement. The OPERATOR shall, during operating hours, have sufficient personnel on the Premises to provide a level of service in accordance with Section 3.1.2 and to provide a level of service customary in the industry.

All employees shall be identifiable by wearing a shirt or jacket with a course logo and an easily readable name badge. Employees of the OPERATOR shall be courteous and neat in appearance at all times. If any employee fails to meet this standard, is negligent in performance of his/her responsibilities, and after notice is provided by the CITY, the OPERATOR is unable after a reasonable period of time to bring the employee up to this standard, the OPERATOR shall take reasonable actions to remove the employee from employment at the Golf Course.

3.8.2 **Compensation.** Compensation of the OPERATOR'S employees shall be no greater than that paid at other golf courses managed by the OPERATOR, unless specifically approved by the Director, taking into consideration the budget, recognizable differences in

scope of work and cost of living at other golf courses. All employees of the OPERATOR, other than the Management Staff, shall use a time clock to keep track of the hours worked.

3.8.3 Prevailing Wages. The OPERATOR shall pay prevailing wages to employees to the extent, and only to the extent, that the Labor Code requires the payment of prevailing wages to employees working on "public works." Generally, the Labor Code defines "public works" as construction, alteration, demolition, installation or repair work and not as maintenance or operations work. The OPERATOR shall also comply with all other requirements of local, state and federal law.

3.8.4 Employee Benefits. The OPERATOR shall have the obligation to provide all legally mandated employee benefits to its employees. The OPERATOR shall have the right to provide its eligible employees with benefits now or hereafter available to employees of other golf courses operated or managed by the OPERATOR, and the allocable share of such employee benefits accrued while working at the Golf Course shall be a Direct Cost.

3.8.5 Temporary Assignment of Other OPERATOR Personnel. If the positions of Supervisor or Course Superintendent are not filled for whatever reason, the OPERATOR shall permanently fill those positions within 90 days of vacancy. Upon approval of the Director, the OPERATOR may temporarily assign to these positions the staff of other golf courses and country clubs operated or managed by the OPERATOR. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Direct Cost.

3.8.6 Management Staff. The Management Staff shall be the following positions, which may be combined with CITY approval that will be solely dedicated to and reside at the Golf Course: Supervisor; Golf Course Superintendent. CITY shall approve, said approval not to be unreasonably withheld, the Management Staff before hire and shall be informed prior to the termination or transfer of any of the Management Staff. Contact information (name, cell phone number and email address) for all Management Staff shall be provided, in writing, to the CITY and shall be kept current at all times.

- A. **Supervisor.** The Supervisor of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course. The Supervisor shall be reasonably available during normal working hours to meet with the Director. After normal working hours, the Supervisor shall be reasonably available to appear at the Golf Course or CITY meetings, if deemed necessary by the Director.
- B. **Superintendent.** The Superintendent for the Golf Course shall be a current member in good standing of the GCSAA and have a QAC [KR5] in categories B and F. Prior experience as a golf course superintendent is desired. The Superintendent shall be responsible for the maintenance of the buildings, equipment, driving range, and grounds of the Golf Course.

3.9 Notification to CITY of Defect or Illegal Activity. The OPERATOR shall immediately notify the CITY upon discovering a possible workmanship or material defect in any structure or improvement on the Golf Course or upon discovery of any unauthorized dumping, disposal or illegal use or activity on the Golf Course.

3.10 Equipment, Supplies and Materials. The OPERATOR shall procure and maintain (as a Direct Cost) all necessary and appropriate equipment, supplies and materials of good quality and in sufficient number to fulfill the maintenance requirements of this Agreement, but expenditures shall not exceed the amounts allocated in the Direct Cost Budget without the prior written consent of the Director. The required equipment, supplies and materials shall include, but not be limited to:

- a) All equipment necessary and appropriate to operate the Golf Course;
- b) All necessary and appropriate gas, oil, maintenance and operating supplies, and spare and replacement parts for all equipment used at the Golf Course;
- c) All necessary and appropriate topdressing, seed, fertilizers, pesticides, fungicides, insecticides and herbicides for maintenance of the Golf Course and other landscaped areas on the Premises and in compliance with Section 3.5;
- d) Parts, supplies and equipment necessary for the repair and maintenance of all Golf Course irrigation systems;
- e) Tee towels, soaps, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, trash receptacle liners, cleat brushes, distance markers on sprinkler heads and all other pertinent golf course equipment;
- f) Materials for the installation and maintenance of French drains;
- g) Sand for traps on an as-needed basis; and
- h) Procurement of all necessary retail inventory and consumable supplies such as janitorial cleaning supplies, paper products, soap, etc.

3.11 Intrusions. The OPERATOR shall treat non-invitee users with consideration and courtesy even when they may be wrongfully on the Premises, but shall have the right to deny use of the Premises for unauthorized purposes. The CITY reserves the right from time to time during the term of this Agreement, to promulgate such reasonable rules and regulations concerning the use of the Premises and any part or parts thereof, as the CITY, in its sole discretion, shall deem appropriate.

3.12 Improvements. Except in the event of an emergency threatening imminent injury to persons or damage to property, the OPERATOR shall make no improvements, additions, alterations or changes to the Golf Course ("Improvements") unless the OPERATOR: (i) obtains the prior written approval of the Director and the USACE, which approval may be granted or

withheld in the sole and absolute discretion of the Director; (ii) complies with such terms and conditions as may be imposed by the Director; (iii) secures all applicable licenses, permits and other governmental approvals for the Improvements; and (iv) causes the Improvements to be designed and constructed so as to be consistent with the architecture and design of the currently-existing Golf Course, unless otherwise specifically approved by the Director in writing. Any such Improvements shall be shown on as-built drawings that shall be delivered to the Director within thirty (30) days of completion of the work.

3.13 Days and Hours of Operation. The minimum hours of operation shall be Dawn to Dusk. The OPERATOR shall make no changes in the days and hours for operation of the Premises without the prior written approval of the Director. The OPERATOR acknowledges that the Golf Course shall be closed the last full weekend in July of each year for the Water Follies Boat Race event, and as may be required for setup and cleanup of the Independence Day fireworks on July 4th each year.

3.14 Technology.

3.14.1 Scoring Terminal. A scoring terminal shall be provided in a convenient location at the Clubhouse.

3.14.2 Security of Data. The OPERATOR shall notify the CITY immediately upon any known or suspected loss, theft or disclosure of the CITY data, including but not limited to loss of customer personal or credit data.

3.14.3 Security Procedures. The OPERATOR will be solely responsible for the selection, implementation, and maintenance of security procedures, anti-virus, and similar defensive measures and policies. The security procedures, measures, and policies shall be sufficient to ensure that (a) the OPERATOR'S technology systems are secure and used only for authorized purposes; and (b) the OPERATOR'S business records and data, and any data kept on behalf of the CITY, are protected against improper access, use, loss, alteration or destruction. All credit card systems shall meet PCI standards.[KR6]

3.15 Waste Disposal. The OPERATOR shall provide adequate trash facilities on the Premises and shall promptly empty the containers regularly. The OPERATOR shall use its best efforts to reduce the amount of trash and waste generated from the Golf Course and to acquire products for use on the Premises that reuse or recycle packaging. The OPERATOR shall make every effort to initiate and operate a recycling program. The OPERATOR shall not permit the burning, dumping or other disposal on, under or about the Premises of landfill, refuse, hazardous materials or other materials, with the exception of Golf Course clippings that can be dispersed on the Golf Course. The OPERATOR shall dispose of all wastes in compliance with Legal Requirements and Environmental Laws.

3.16 Customer Service.

3.16.1 Service Audit Program. The OPERATOR shall implement a service audit program to evaluate the Golf Course and Clubhouse operations no more frequently than

semi-annually and no less frequently than annually. The service audit shall evaluate the operations of the Golf Course and make recommendations concerning said operations, including, without limitation, recommendations relative to quality, quantity, and selection of merchandise and customer service provided by the OPERATOR's employees. The OPERATOR shall submit the results of each service audit to the CITY for the Director's evaluation and disposition within thirty (30) days of each audit. This provision in no way precludes or limits the CITY's ability to conduct its own audit of financial records and operations including using "secret shopper" audits to determine that financial transactions are being handled appropriately.

3.16.2 Customer Evaluation Forms. Customer evaluation forms shall be visible and made readily available. Completed forms shall be sent to the Director on a monthly basis.

3.16.3 Customer Service Training Program. As part of the initial training of new employees and annually thereafter, the OPERATOR shall implement a customer service training program for all employees of the OPERATOR who come into contact with guests at the Golf Course and Clubhouse. The costs for this training program shall be a Direct Cost.

3.17 Emergency Services. The OPERATOR shall provide the CITY's Director with contact information for all Management Staff in order that they can respond to any emergency on a twenty-four (24) hour basis. During periods of severe inclement weather conditions, the OPERATOR will provide reasonably sufficient personnel for the purpose of sandbagging, keeping drains clear, and/or any other tasks required to prevent serious damage to Golf Course improvements and Facilities. Costs for emergency services shall be a Direct Cost.

3.18 Nondiscrimination. During the performance of this Agreement, the OPERATOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment, or customer, because of race, color, ancestry, religion, sex, national origin, marital status, age, physical disability, mental disability, medical condition, sexual orientation, or any other protected class status in the conduct of its operations hereunder. Equal opportunity for employees extends to, but is not limited to, recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. The OPERATOR and subcontractor shall ensure that the evaluation and treatment of their employees, applicants for employment and Invitees are free of such discrimination. The OPERATOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.)

The OPERATOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The OPERATOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. The OPERATOR shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during normal business hours, to its books, records, accounts and other sources of information and its facilities as the CITY shall require to ascertain compliance with this clause. The OPERATOR shall be given not less than twenty-four (24) hours notice of

such requests.

3.19 Drug Free Workplace. The OPERATOR agrees to maintain and enforce a drug-free workplace policy.

3.20 Signs. The OPERATOR, as a Direct Cost, shall be responsible for installing and maintaining all signage necessary for the Golf Course operations. The OPERATOR shall not post outdoor signs at or on the Premises without the prior written approval of the Director, as well as the approval of the Community Planning Department, as required by law, with the exception of temporary directional or advisory signs (e.g. "Front entrance closed; use side entrance"; "Temporary no parking area"; "Wet Steps.").

3.21 Publicity. Any commercial advertisements, press releases, articles, or other media information not provided for in the Annual Marketing Plan and Budget shall be subject to the prior approval of the CITY, which approval shall not be unreasonably withheld.

3.22 Utilities. The OPERATOR shall be responsible for arranging for transfer of utility service for the Premises, including but not limited to water, gas, electricity, sewer and trash removal to the OPERATOR no later than the effective date of this Agreement. The OPERATOR shall ensure such utility service is provided to operate the Golf Course effectively. The OPERATOR's costs for such utility service, as well as the OPERATOR's costs incurred in correcting any defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, water system, heating or gas system or electrical apparatus or wires serving the Premises, shall be Direct Costs.

3.23 Safety and Security.

3.23.1 Safety. The OPERATOR shall exercise caution at all times for the protection of persons and property. The OPERATOR shall install adequate safety guards and protective devices for all equipment and machinery. The OPERATOR shall post appropriate caution signs to alert personnel or the public of unsafe conditions. The OPERATOR shall comply with all applicable laws relating to safety precautions. The OPERATOR shall immediately correct any unsafe condition of the Premises, as well as any unsafe practices occurring thereon. Promptly after the occurrence of injury or damage to persons or property occurring on the Premises, the OPERATOR shall submit to the Director a report on the incident. The OPERATOR shall cooperate fully with the CITY in any further the investigation of any injury or damage to persons or property occurring on or about the Premises.

3.23.2 Security. The CITY installed, maintains and responds to a motion detection system at the Clubhouse facility, based on the regular hours of the golf course and restaurant operation schedule. The OPERATOR shall request changes to the facility motion sensor schedule with at least three (3) business days advance notice. If security breaches at the Clubhouse facility exceed the capabilities of the existing motion sensor system, the OPERATOR shall be responsible for providing additional security measures to mitigate identified risks. The Golf Course shall also contain control and locks for the maintenance yard and perimeter gates. The OPERATOR shall consult with the CITY to capitalize on

opportunities to participate in CITY contracts for any additional security system needs that may be identified. Any alarm system at the Golf Course shall be tied into an offsite monitoring station. The CITY may require the OPERATOR, as a Direct Cost, to install and maintain video monitoring in cash operation area [KR7][EE8]s. If video monitoring is installed, the OPERATOR shall comply with applicable records retention policies.

3.24 Use of Premises: Restrictions. Unless the OPERATOR has obtained the prior written approval of the Director, which approval may be withheld or conditioned in the sole and absolute discretion of the Director, OPERATOR shall not conduct, authorize or permit any events or activities requiring the exclusive use of the Premises or any portion thereof, other than normal shotgun tournaments. [BL9][KR10] The CITY encourages the OPERATOR to propose special events that may increase revenues (e.g. weddings, corporate events, etc.) to the Director for approval. The OPERATOR shall cooperate with the CITY in allowing the CITY to have access to the Clubhouse for use for CITY recreation programs, provided that any costs to the OPERATOR in doing so shall be Direct Costs and further provided that such use shall not negatively impact Gross Revenues.

3.25 Prices and Fees.

3.25.1 Goods and Services. The OPERATOR shall at all times maintain a complete list or schedule of the prices charged for all consumables supplied to the public on or from the Premises. Such list or schedule of prices shall be provided to the Director with the Annual Plan. The prices shall be fair and reasonable based on the following considerations: (a) that the operation of the Premises is intended to serve the needs of the public for the goods and services supplied at a fair and reasonable cost; (b) that the prices charged should be comparable to prices charged for similar goods and services in the general area; and (c) that the margin of profit should be reasonable considering the cost of providing the goods and services in compliance with the obligations of this Agreement. If the Director notifies the OPERATOR that the prices being charged are not fair and reasonable, the OPERATOR shall have the right to confer with the Director and justify such prices. Following reasonable conference and consultation thereon, the OPERATOR shall make such price adjustments as may be ordered by the Director; provided, however, that in no event shall the OPERATOR be required to price any item below its wholesale cost.

3.25.2 Golf Course Fees. The CITY hereby reserves the right to establish the schedule for green, driving range, golf cart rental, and lesson fees for the Premises. Further, the CITY hereby reserves the right to establish the golf cart rental fees and other equipment rental fees that may be charged by the OPERATOR. No changes in green fees, driving range fees, lesson fees, golf Cart rental fees, or golf equipment rental fees may be made by the OPERATOR without the advance written consent of the CITY at the CITY's sole and absolute discretion. From time to time, the OPERATOR may discount fees as a promotion to build business without the Director's approval.

All fees must fall within the ranges specified in the CITY's adopted fees and charges schedule, with the exact fees to be approved in advance in writing by the Director. If the OPERATOR desires changes to the green fees, driving range fees and/or golf cart rental

fees, The OPERATOR shall submit a written request and analysis requesting the approval to change fees. Upon the Director's concurrence with the fee increase, the proposal shall be submitted through the CITY'S process for fee approval.

3.26 Meetings. Representatives of the OPERATOR and the Director shall meet on an as-needed basis (monthly if needed, quarterly at a minimum) to review the OPERATOR's performance under this Agreement, review the monthly financial reports submitted by the OPERATOR in accordance with Section 7.5, and discuss any problems or matters as determined by the CITY.

3.27 Hazardous Materials.

3.27.1 Definition of Hazardous Materials. Hazardous Materials shall mean a) petroleum; b) asbestos; c) polychlorinated biphenyls; d) radioactive materials; e) any and all substances, products, by-products, waste or other materials of any nature or kind which is or becomes listed, regulated or addressed by any federal, state or local laws, statutes, ordinances, regulations, resolutions, decrees, rules, regulations, directives, orders, guidelines or court decisions (collectively "Environmental Laws"); f) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decision of the state or federal court; or g) any substances, products, by-products, waste or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions.

3.27.2 Use and Storage of Hazardous Materials Prohibited. The use and storage of any Hazardous Materials on the Premises are prohibited except as follows:

- A. The OPERATOR may park and use vehicles and equipment on the Premises in connection with Golf Course activities under this Agreement, which vehicles may contain gasoline, petroleum products, batteries, diesel fuel, and oil of those kinds and quantities normally contained in such vehicles and equipment. The OPERATOR shall ensure that employees are trained and knowledgeable about best management practices for operating and maintaining such vehicles and equipment to prevent any Hazardous Materials release and how to handle any such accidental release.
- B. Fertilizers, herbicides, fungicides and pesticides on the Golf Course in a manner consistent with the Maintenance Standards outlined in Section 3.5 and Environmental Laws. Biocides, defoliant, chemical fertilizers, pesticides, herbicides, fungicides or other agri-chemicals shall be stored in the Maintenance Yard in an appropriate structure or location designated by the CITY. The OPERATOR shall ensure that employees are trained and knowledgeable about best management practices for using fertilizers, herbicides and pesticides to prevent any Hazardous Materials release and how to handle any such accidental

release.

3.27.3 OPERATOR's Responsibility. The OPERATOR shall be responsible for periodic cleaning of the Maintenance Yard oil separator and for the cleanup, removal and disposal for any Hazardous Materials on the Premises. The OPERATOR shall be responsible for any Hazardous Materials release caused or exacerbated by Operator's activities, including but not limited to a release of gasoline, petroleum products, diesel fuel or oil from vehicles or equipment parked or used on the Golf Course in connection with the OPERATOR's activities. The OPERATOR shall be responsible for any Hazardous Materials release of fertilizers, herbicides, fungicides or pesticides into the sewage or storm drain systems or into groundwater or any natural or man-made surface waters arising out of the OPERATOR's operation and maintenance of the Golf Course. [KR11]The OPERATOR shall immediately notify the Director and all other applicable regulatory agencies of any Hazardous Materials release. The OPERATOR shall timely comply with all requirements of regulatory agencies. If the OPERATOR does not promptly commence and diligently pursue any required investigation, remediation, or clean-up activities, the CITY, in its discretion and in addition to any other rights or remedies that the CITY may have, may perform the investigation, remediation or clean-up activities. If the OPERATOR caused or exacerbated the need for the cleanup, removal, and disposal of Hazardous Materials, the OPERATOR shall reimburse the CITY within five (5) days of the CITY's demand for payment or the CITY may deduct the amount from any amounts owing the OPERATOR; otherwise such costs shall be reimbursed by the CITY. If the Golf Course or a portion of it is closed in order to investigate, remediate, or clean-up a Hazardous Materials release, then the Director may require the cessation of some or all activities on the Golf Course and the OPERATOR shall not be entitled to payment of any fees, expense, or other compensation that would otherwise accrue during this period.

3.27.4 Indemnification for Hazardous Materials. The OPERATOR shall indemnify, hold harmless and defend the CITY, its officers, officials, employees, volunteers and agents from all loss, damage, liability and expense resulting from the presence, use or release of Hazardous Materials by the OPERATOR or arising from Golf Course operations under the control of the OPERATOR. The OPERATOR shall not be responsible for, nor shall it indemnify, hold harmless or defend the CITY, its officers, officials, employees, volunteers and agents from any loss, damage, liability and expense resulting from the presence, use or release of Hazardous Materials prior to the earlier of the Effective Date or the date OPERATOR assumes responsibility for maintenance of the Golf Course.

4.0 APPROVALS.

4.1 Standard for Approvals. Wherever this Agreement provides for the approval of the Director, such approvals shall be issued in writing. Except as otherwise provided in this Agreement, and, specifically, where this Agreement expressly provides that an approval or determination is within the sole and absolute discretion of the Director, in which case this paragraph shall not apply, a consent or approval referred to herein of either party shall not become reasonably withheld or conditioned. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party shall indicate by written

notice to the other the reason for such refusal unless this Agreement permits the consent or approval to be withheld without cause or in the sole discretion of either party.

4.2 Other CITY Approvals. Neither the CITY's execution of this Agreement nor any consent or approval given by the CITY hereunder in its capacity as a party to this Agreement shall waive, abridge, impair or otherwise affect the CITY's power and duties as a governmental body. Any requirements under this Agreement that the OPERATOR obtain consents for approvals by the CITY are in addition to and not in lieu of any requirements of law that the OPERATOR obtain approvals or permits. However, the CITY shall attempt to coordinate its procedures for giving contractual and governmental approvals so that the OPERATOR's requests and applications are not unreasonably denied or delayed.

5.0 ANNUAL PLAN.

5.1 Preparation of the Annual Plan. The OPERATOR shall submit to the CITY a proposed Annual Plan for the Golf Course for the next Operating Year ("Annual Plan") no later than August 15th of each year. The Director shall either approve the proposed Annual Plan or make reasonable changes to the proposed Annual Plan no later than October 15th of each year. Once approved by the Director, the Annual Plan is subject to changes by the CITY until the budget is approved by the City Council. In conjunction with this process, the OPERATOR shall provide changes to the Annual Plan as requested by the Director. The Annual Plan for the first Operating Year, including startup costs, shall be submitted to the CITY no later than thirty (30) days after execution of this Agreement and shall be approved, subject to any reasonable changes, by the Director within thirty (30) days after submittal.

5.2 Contents of the Annual Plan. The Annual Plan shall include:

- a) Actual numbers for previous year, current year, current year revised and estimates for the next Operating Year, including the following items: (i) Gross Revenues separated into green fees, driving range fees, cart fees, lesson fees, merchandise revenue, and [KR12]tournament revenue, (ii) number of rounds played/projected categorized by weekday/weekend/holiday, time of day, rate, senior/non senior and residents/nonresidents, type (golf, disc golf, and foot golf), and unique users[EE13];
- b) Operating budget (the "Direct Cost Budget") showing Golf Course expenses for previous year, current year, current year revised and estimates of all Golf Course expenses for the next Operating Year, including, but not limited to expenditures for: (i) labor, (ii) operations and maintenance, (iii) repairs, replacements, and alterations which do not constitute Capital Expenditures, (iv) Furnishings and Equipment and Cost of Goods Sold, and (iv) advertising, sales, and business promotion;
- c) Net Cash Flow Budget for previous year, current year, current year revised and projected for the next Operating Year. Net Cash Flow budget shall contain Gross Revenue and all expenses, including Direct Costs, and Fixed and Incentive Management Fees;

- d) Course Maintenance Plan including a report of maintenance activities undertaken during the current year as well as projections for the next Operating Year;
- e) Annual staffing plan outlining the number of employees and positions for the previous year, current year, and the next Operating Year;
- f) Marketing and Promotional Plan for the Golf Course including a report of activities undertaken during the current year as well as projections for the next Operating Year; Activities shall include quarterly meetings with designated City staff, wedding and special occasion event attraction outreach, tournaments and golf events, monthly promotions, and partnership events with the onsite restaurateur. These activities shall have a quantifiable goals, such as sales, customer retention rate, new customer attraction rate, target audience identification, production and distribution of defined marketing collateral, social media content generation, and campaign milestone dates and deliverables;
- g) Capital Expenditures for previous year, current year and budget for proposed Capital Expenditures ("Capital Budget"), as well as a proposed three (3) [KR14]year capital investment plan;
- h) Results of the Service Audit Program conducted in previous years and plans for the next Operating Year.

5.3 Approval of the Annual Plan. The Director shall, once the Annual Plan is submitted by the OPERATOR and approved by the Director, make a recommendation for approval. Any requested change to green, driving range, golf cart and equipment fees will be submitted for approval with the Annual Plan.

5.4 Compliance. The OPERATOR shall comply with the applicable Annual Plan. Without the prior consent of the Director, the actual amount expended for Direct Costs shall not exceed the program budget, including budget adjustments, approved by the CITY.

5.5 Quarterly Review of Annual Plan. The Director or their designee and OPERATOR's Senior Operating Official(s) shall meet quarterly and discuss the operating results of the Golf Course. The parties shall agree upon any amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by the OPERATOR or CITY, at the time the Annual Plan was prepared. Any revisions to the Annual Plan shall require approval of the Director, who in their sole and absolute discretion may require further approval by the CITY.

5.6 Payment from Bank Account. Certain costs of operating and maintaining the Golf Course ("Direct Costs," as more particularly defined in Section 5.7) shall be paid by the OPERATOR from the Bank Account pursuant to Section 7.3. Gross Revenues received from the Golf Operations shall [KR15]be deposited in the Bank Account pursuant to Section 7.1, as per the cash handling practices that satisfy the CITY's requirements for security and internal controls. The Gross Revenues are the property of the CITY and are not part of the consideration paid to

the OPERATOR by the CITY for the performance of the OPERATOR's obligations under this Agreement.

5.7 Direct Costs. Direct Costs shall be those costs which are directly related to the resident staff, operation and maintenance of the Premises and which are established by the Direct Costs Budget, including, but not limited to the following:

- a) Employee salaries;
- b) Employee benefits including vacation, sick leave, health insurance, disability insurance, worker's compensation insurance and retirement benefits;
- c) Purchase, lease and/or rental of equipment necessary for the operation of the Premises. If the Director determines that purchasing any item of equipment would be most cost-effective, then the annual Direct Cost associated with that item of equipment shall be the OPERATOR's actual cost, provided the Director gives advance written approval of the amount of such cost, in the Director's sole and absolute discretion;
- d) Repair and maintenance of golf carts, irrigation systems and other equipment used solely in the operation of the Premises;
- e) Fuel, oil and lubricants;
- f) Fertilizers, pesticides, chemicals and grounds maintenance supplies as described in Section 3.5 of this Agreement;
- g) Uniforms, laundry and linens;
- h) Operating supplies, office supplies, cleaning supplies and other miscellaneous supplies;
- i) Accounting and audit expenses;
- j) Advertising and marketing expenses;
- k) Mileage reimbursement and travel related expenses (excluding alcohol purchase);
- l) Training expenses;
- m) Telephone, postage and freight;
- n) Fees for permits and licenses;
- o) Utilities, including natural gas, water, electric power, telephones, propane, garbage, trash collection and recycling;
- p) Insurance premiums;

- q) Accounting, credit card processing and related services;
- r) Parking lot maintenance expenses;
- s) Cost of Resale Inventory;
- t) Lesson Expenses as defined in Section 5.10;
- u) Taxes and assessments arising out of the OPERATOR's operations at the Golf Course, including, without limitation, possessory interest taxes, if any, and personal property taxes, but only to the extent attributable to equipment and other items of personal property used exclusively at the Golf Course;
- v) Professional (including approved legal services) and consulting services;
- w) Contract services including removal of hazardous materials, trees, and debris;
- x) Computer equipment and software.

5.8 Excluded Costs. The following costs are not considered Direct Costs, shall not be reimbursed and shall not be included in the Direct Cost Budget:

- a) Any penalties or fines imposed by any governmental agency, except for those penalties or fines caused by the act or omission of the CITY or not reasonably related to the acts or omissions of the Operator;
- b) Expense of the OPERATOR's corporate office, except for accounting services to be provided by the OPERATOR's employee(s) at the OPERATOR'S office at a total cost of \$1,240.00 per month for Year 1 with accounting services to be increased thereafter by three percent (3.00%) annually beginning January 1, 2023.
- c) Employee salaries or any compensation of any corporate or regional employee of the OPERATOR.

5.9 Direct Cost Budget. The Direct Cost Budget is the total sum budgeted annually for Direct Costs pursuant to Sections 5.2 and 5.7 of this Agreement. The OPERATOR is responsible for monitoring adherence to the Direct Cost Budget.

5.10 Lesson Expenses. All payment for lessons shall be processed through the Pro Shop cash register and shall be included in the daily Gross Revenue Deposits in accordance with the cash handling procedures that meet the City's security and internal control policies. Lesson Expenses are defined as, and limited to, that portion of golf lesson fees that are paid to golf instructors and shall be paid twice monthly to the instructors, if they are Contractors of the OPERATOR. The portion of the golf lesson fees that may be paid to the golf instructors shall not exceed 85% unless otherwise approved of by the Director. If the golf instructors are employees of the OPERATOR, the portion of the golf lesson fees that may be paid to the golf instructors in

addition to salaries shall not exceed 85% of the golf lesson fees and shall be paid with the regular payroll.

5.11 Capital Expenditures. Capital Expenditures are expenditures for equipment, improvements to existing Facilities or construction of new Facilities, the cost of which is equal to or in excess of Five Thousand Dollars (\$5,000) and have a useful life of more than one (1) year.

- a) All Capital Expenditures are in the CITY's sole control and discretion, and all costs and expenses of Capital Expenditures shall be paid from CITY funds. The OPERATOR shall not make any Capital Expenditure prior to obtaining the written approval of the Director, in his or her sole and absolute discretion. Capital Expenditures shall not be included in any category of the Direct Cost budget, unless expressly approved by the Director in writing.
- b) Except in the event of an emergency threatening imminent injury to persons or damage to property, the parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of the OPERATOR with respect to any aspect of a Capital Expenditure project, including design, construction, or supervision. In the event the CITY desires the OPERATOR to be involved in any capacity in a Capital Expenditure project, the parties will enter into a separate agreement setting forth the terms and conditions of such involvement, including without limitation fees to be received by the OPERATOR for such involvement.

5.12 No Incentives or Disincentives. The OPERATOR shall not be entitled to any portion of the savings if the level of Direct Costs is less than the Direct Cost Budget during an Operating Year. The OPERATOR shall not be required to pay any portion of cost overruns if the level of Direct Costs is more than the Direct Cost Budget during an Operating Year, unless required approvals were not obtained.

5.13 Termination for Net Cash Flow Budget Overruns. Termination for Net Operating Income Budget Overruns. If the Net Operating Income in an Operating Year is more than \$20k below the average Net Operating Income of the previous three years, except if the Net Operating Income shortfall results from causes beyond the OPERATOR's reasonable control, the CITY may terminate this Agreement in accordance with Section 10 of this Agreement. The CITY shall act reasonably in exercising its rights under this Section.

6.0 MANAGEMENT FEE.

6.1 Combined Management Fee. The CITY shall pay to the OPERATOR a Management Fee consisting of a Fixed Management Fee and an Incentive Management Fee.

6.2 Annual Fixed Management Fee. Year one (1): \$44,612.00, year two (2) \$45,951.00, and year three (3) \$47,329.00. [KR16]

6.3 Payment of Fixed Management Fee. The Fixed Management Fee shall be paid by the CITY to the OPERATOR in equal monthly installments by the twentieth (20th) of the month for

the current month.

6.4 Incentive Management Fee. In addition to the Fixed Management Fee, the CITY shall pay the OPERATOR an Incentive Management Fee (Incentive) in the amounts set forth below. The CITY agrees to pay the OPERATOR an Incentive Management Fee equal to 15% of any positive "Net Cash Flow" generated during the previous operating year as defined in Sections 1.44 of this Agreement. For purposes of calculating the Incentive Management Fee, the calculation of "Net Cash Flow" shall exclude any Incentive expense.

6.5 Payment of Incentive Management Fee. The OPERATOR shall submit to the CITY an invoice no later than February 28th of each year outlining a calculation of any incentive management fee due for the previous operating year. The CITY shall pay the OPERATOR the Incentive Management Fee no later than thirty (30) days following receipt of the statement and supporting documents.

6.6 Correction to Gross Revenues and Incentive Management Fee. If an inspection or audit pursuant to Section 8.0 results in a correction of the amount of Net Cash Flow: (a) the CITY shall pay the OPERATOR any additional Incentive Management Fee amount pursuant to Section 6.4 within thirty (30) days of receipt of notice of the correction, if the amount of Gross Revenues has been adjusted upward; or (b) the OPERATOR shall refund to the CITY the amount of any overpayment of the Incentive Management Fee pursuant to Section 6.4 within thirty (30) days of receipt of notice of the correction, if the amount of Net Cash Flow has been adjusted downward.

6.7 Project Management. If the CITY determines it is in its best interest to have the OPERATOR provide project management of capital improvements, a management fee shall be negotiated between the parties.

7.0 FINANCIAL AND ACCOUNTING PROCEDURES.

7.1 Bank Account. The CITY will establish and maintain a bank account at a bank designated by the CITY (the "Bank Account") for the purposes of accepting deposits of the Gross Revenues and paying Direct Costs. The funds in the Bank Account and all interest thereon, are the property of the CITY.

7.2 Deposits. The OPERATOR shall deposit all cash and check receipts into the Bank Account. All payments from credit card companies shall be directly deposited into the Bank Account. Cash on hand for register tills, petty cash, and the change bank shall not exceed \$2,500, and shall be deposited in the on-site drop safe nightly. Deposits shall be reconciled to the Point-of-Sale daily transaction reports. The consolidated Point-of-Sale daily transaction reports will be made available to the Director as requested. The OPERATOR shall be responsible for verifying identification for checks and securing credit card authorization. The OPERATOR shall be responsible for reimbursing the CITY for any returned checks/credit cards and associated fees, unless the OPERATOR shows that it followed proper protocols in accepting the check, e.g. checking for identification.

7.3 Payment of Direct Costs. The OPERATOR shall pay all budgeted Direct Costs (or other costs as approved in advance in writing by the Director) from the Bank Account. Payment of all legitimate claims shall be made in a timely manner. The OPERATOR shall submit to the Director a monthly report detailing Direct Costs paid in the prior month pursuant to Section 8.6 of this Agreement.

7.4 Supplies, Inventory, Working Capital and Operating Equipment. The CITY shall provide the OPERATOR a working capital advance. The OPERATOR shall utilize the Working Capital Advance to acquire, obtain or fund, as the case may be, inventory, supplies, and operating expenses that are reasonably necessary in connection with the operation of the Property and performance of the Services hereunder. The OPERATOR shall have no obligation whatsoever to advance its own funds for supplies, inventory or operating expenses, capital alterations or improvements to the Property, Golf Course or Clubhouse. Purchases made for items such as supplies, inventories, operating equipment, etc. shall become the exclusive property of the CITY. In the case of pro shop merchandise, these items will cease to be the property of the CITY at the point of retail sale. The OPERATOR shall cooperate with the CITY's Finance Department to assure that all such CITY property continues to be properly accounted for throughout the term of this Agreement. All expenses and costs incurred by the OPERATOR in connection with such inventory and property control compliance shall be Operating Expenses.

7.5 Financial Reports. The OPERATOR shall cause to be prepared such additional financial reports concerning the Golf Course, as the CITY may reasonably request within five (5) days of request.

7.6 Cash Registers. All financial transactions shall be processed through a point of sale ("POS") system. POS system registers shall display to the customer the amount of each transaction and shall be equipped with dual tape, which provides a receipt to the customer and a record of each transaction including transaction number and sales detail. Each POS system register shall lock in sales totals and transaction records and use counters that cannot be reset. The OPERATOR shall record POS system readings at the beginning of each day. Receipts shall be issued to all customers. The OPERATOR shall establish procedures that satisfy the CITY's security and internal control requirements.

7.7 Contracts and Agreements. All third-party contracts relating to the operation and maintenance of the Golf Course (including without limitation golf professional contracts, contracts for maintenance and repair services, pest control, supplies, and landscaping services, and contracts for tournaments, banquets, and other group functions) shall abide by the requirements in this section and approved by the Director. Except as provided in this Agreement, all leases and financing agreements for Furnishings and Equipment, and all contracts and agreements relating to the operation and maintenance of the Golf Course entered into during the term of this Agreement, shall be entered into by the OPERATOR as the contracting party. If the term of the lease, financing agreement, or other contract or agreement is for more than one (1) year or extends beyond the expiration date of this Agreement or if the date for performance under such contract is after the expiration date of this Agreement, then approval of the Director is required and the contract shall allow assignment to the CITY without approval of the other party.

7.7.1 Contracting Procedures.

- A. **Purchases over \$10,000.** For purchases over \$10,000, excluding Resale Inventory, the OPERATOR shall obtain at least three (3) informal bids, except those purchases that are part of an OPERATOR national pricing contract or otherwise justified and approved by the Director. The OPERATOR shall retain records related to the informal bids for review by the CITY.
- B. **Emergency Expenditures.** The OPERATOR shall be entitled to make additional expenditures not authorized under the then applicable Annual Plan in the event of an emergency, which may result immediate damage or danger to life or property, or in order to comply with any immediate Legal Requirements or Insurance Requirements. All purchases will be subject to the Director's approval.
- C. **Purchases by OPERATOR for City's Account.** The OPERATOR shall take advantage of all available discounts and other prompt pay strategies. In connection with any purchases made by the OPERATOR or an Affiliate of the OPERATOR for the account of the CITY, OPERATOR, or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings, including representatives' fees, shall be passed on to the CITY when the benefit is realized.
- D. **Trade Discounts, Rebates, Refunds and National Accounts.** All trade discounts, rebates and refunds, including national accounts, pertaining directly to purchases for the Golf Course shall be disclosed to and accrue to the benefit of the CITY. The CITY shall be paid its pro rata share of discounts, rebates and refunds accruing to the OPERATOR for purchases that benefit the Golf Course and other golf courses operated or managed by the OPERATOR when those discounts, rebates and refunds are received by the OPERATOR.
- E. **Purchases from OPERATOR Affiliates.** If any purchases of goods or services for the Golf Course are made from or through an Affiliate of the OPERATOR, the charges to the Golf Course for such goods or services shall be on the same terms as those made to other golf courses and country clubs operated by the OPERATOR. Such charges shall not exceed the invoice prices for such goods and services.[KR17]

7.7.2 **Approval of the City.** If a contract has not been approved through the Annual Budget or exceeds the budgeted amount for the item or service, approval of the Director is required.

7.7.3 **Requirements for Third-Party Contracts.** All subcontractors, lessees, tenants, concessionaires, and any other third-party contractors shall:

- a) Maintain and carry insurance in the amounts set forth in Article 9.0 with the

CITY named as additional insured by endorsement, unless covered by the OPERATOR's insurance.

- b) Comply with the requirements of this Operating Agreement, including but not limited to the nondiscrimination provision set forth in Section 3.18, the drug free workplace provision in Section 3.19 and the Labor Code requirements in Section 3.8.3, which shall be included in all subcontracts, leases, concessionaire and other third-party contracts.

7.8 Reports. The OPERATOR shall provide a list of all open contracts and agreements related to the Golf Course, with a brief description of the contract, term, dollar amount, contact name and phone number, during the quarterly meeting with the Director or as requested by the Director.

8.0 BUSINESS RECORDS.

8.1 Types of Records. The OPERATOR shall maintain a modified accrual method of accounting that complies with generally accepted accounting principles for all the revenues and expenses (including without limitation, Gross Revenues, CITY-Assessed Fees and Direct Costs) in connection with the operation of the Premises. The OPERATOR shall establish and implement adequate internal controls for the operation of the Golf Course. The accounting, books and records for the operation of the Golf Course shall be separate from the accounting, books and records for any other business operated or managed by the OPERATOR. Such accounting, books and records shall include the keeping of at least the following documents:

- a) Regular books of account such as general ledgers showing all assets, liabilities including cash balances, accounts payable, deposits, accounts receivables, fixed assets and equipment inventory;
- b) Journals, including, without limitation, any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
- c) Cash register reports that will enable identification of day-to-day sales; and
- d) Any other accounting, books and records for the operation of the Golf Course that the CITY, in its sole discretion, deems necessary or appropriate for proper reporting of Gross Revenues and Direct Cost disbursements;
- e) The OPERATOR shall maintain a computerized system, showing all information on the number and types of rounds of golf played and the corresponding revenues and fee categories, customer addresses and associated data, resident versus non-resident status, and the fee paid per round; and
- f) Logs showing the dates and times of golf play and lessons must be maintained and available at the site for inspection by the CITY at any time. In the event driving range equipment that tracks dates and times of play is not available at a price acceptable to the

Director, the OPERATOR shall maintain and keep available documentation sufficient to facilitate an audit of driving range revenues.

8.2 Audit of Records. All documents, books, and accounting and financial records kept by the OPERATOR pursuant to this Article 8, and relating in any manner to the Premises, shall be open for inspection by the CITY at any reasonable time during the term of this Agreement and for at least six (6) years thereafter. In addition, the CITY or its authorized representatives may, from time to time, conduct an audit of the books of the operation of the Premises, observe the operation of the business and review internal controls, security, and cash handling procedures for adequacy. The CITY shall use reasonable efforts to minimize the interruption to the normal operation of the Premises during any inspection or audit performed pursuant to the provisions of this Section.

8.3 Annual Financial Statements. If requested by the Director, the OPERATOR is required to submit audited financial statements for the operation of the Premises including an independent auditor's report and corresponding audit management letter to the CITY within ninety (90) days after the end of each Operating Year. An independent certified public accountant acceptable to the CITY shall perform the audit, and the cost of the audit shall be included as a Direct Cost.

8.4 Public Records. All information obtained in connection with the CITY's inspections of the OPERATOR's records or audits, with respect to the Premises, may be or become subject to public inspection and/or reproduction as public records.

8.5 Comparable Market Data. The OPERATOR undertakes a fiduciary role for the CITY, and covenants to treat the CITY's Golf Course in an equitable manner vis-a-vis any other golf course it may lease or operate. With a reasonable request of the CITY, the OPERATOR shall provide non-confidential, comparable market data or information regarding a certain Golf Course Expense or Fee item. The market data or information may not specifically identify a particular golf course. If the information being provided is not a public record, then the CITY shall keep this information confidential to the extent allowed by law Public Records Act.

8.6 Monthly Reports. Within twenty (20) calendar days after the end of each month, the OPERATOR shall provide the CITY with the following reports and documents:

- a) Year-to-date balance sheet and income and expense statement, including but not limited to, unearned and deferred revenues, all Direct Costs for that month and Gross Revenues for that month (itemizing each source of Gross Revenues including, without limitation, green fees, golf cart rentals, Pro Shop sales, lesson [KR18]fees, driving range operations, resident cards);
- b) Duplicate bank statement;
- c) Check register or equivalent report;
- d) A reconciliation between the bank statement and the check register and year-to-date balance sheet;

- e) Consolidated sales report from Point of Sale system for the month reported; and
- f) Total number of golf rounds played by fee categories for the month reported and Operating Year to-date.
- g) Other financial information requested that is a reasonable request.
- h) Tracking of resource sharing between Columbia Point and Columbia Park Golf Courses.

9.0 INSURANCE AND INDEMNIFICATION.

9.1 **Insurance.** The OPERATOR shall at all times during the term hereof, produce and continue in force Comprehensive General Liability Insurance, Automobile Insurance and Workers' Compensation Insurance as follows.

- a) **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - 1. General Liability Insurance.
 - 2. Automobile Liability Insurance.[KR19]
 - 3. Workers' Compensation insurance.
 - 4. Product and Completed Operations Liability Insurance.
 - 5. The OPERATOR may provide any of the insurance herein required by means of an endorsement on a blanket liability policy or policies.
- b) **Minimum Limits of Insurance.** The OPERATOR shall procure and maintain for the duration of the agreement policy limits of no less than:
 - 1. **Commercial General Liability:** \$1,000,000 each occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. The aggregate limit shall apply per location. The CITY is to be named as an additional insured on the Commercial General Liability policy.
 - 2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **Products and Completed Operations Liability:** coverage with limit no less than \$1,000,000 each occurrence.
 - 4. **Excess Liability:** \$1,000,000 each occurrence and \$1,000,000 aggregate.
- c) **Deductibles and Self-Insured Retentions.** Any deductibles in excess of Five

Thousand Dollars (\$5,000) or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the CITY, its officers, officials, employees, and volunteers, or (2) the OPERATOR shall guarantee payment of losses and related investigations, claim administration, and defense expenses.

d) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insured's as respects to: (i) liability arising out of activities performed on behalf of the OPERATOR; (ii) products and completed operations of the OPERATOR; (iii) premises owned, occupied, or used by the OPERATOR (including the Common Areas); or (iv) automobiles owned, leased, hired or borrowed by the OPERATOR. The Coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, or volunteers.
2. The OPERATOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be the excess of the OPERATOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees, agents, or volunteers.
4. The OPERATOR's insurance shall apply separately to each insured against whom claim made or suit is brought, except with respect to the limits of the insurer's liability.
5. The insurer shall waive all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses arising from the acts, omissions or use of the premises by the OPERATOR.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by first class mail, return receipt requested, has been given to the CITY. Except that, ten (10) days' notice shall be sufficient for any cancellation due to non-payment by the OPERATOR.
7. Insurance is to be placed with insurers with a Best's Insurance Reports rating of no less than A- X.

9.2 **Insurance Issuers and Policies.** All insurance required to be carried by the OPERATOR

hereunder shall be issued by responsible insurance companies, qualified to do the business of issuing the applicable types of policies in the State of Washington and reasonably acceptable to the CITY, CITY's lender and the OPERATOR. The OPERATOR shall deliver certificates of Insurance evidencing required insurance coverages and limits as outlined herein to the CITY no later than the Delivery Date. No such policy shall be cancelable or substantially reduced in limits or coverage except after thirty (30) days written notice to the other party. The OPERATOR shall, at least (30) thirty days prior to the expiration of such policy, furnish the CITY with renewals or "binders" thereof together with original endorsements, or the CITY may order such insurance and charge the cost thereof to the OPERATOR, which amount shall be payable by the OPERATOR upon demand. Any insurance required hereunder may be carried under so-called "blanket coverage" form of insurance policies. The coverage afforded will not be materially reduced or diminished or otherwise materially different from what would exist under a separate policy meeting all of the requirements of this Section 9.0.

9.3 Increases in Limits. Not less than every three (3) years during the term of this Management Agreement, the CITY may require increases in all of the OPERATOR's insurance policy limits for all insurance to be carried by the OPERATOR as set forth in this Article, if such increases are commercially reasonable. Neither party shall be required to carry earthquake insurance.

9.4 Commercial Crime Insurance. The OPERATOR shall obtain and keep in full force and effect during the term of this Agreement a commercial crime policy which includes, without limitation, employee dishonesty in the amount of \$250,000; coverage for theft, disappearance, and destruction of monies and securities in or on the Premises or outside the Premises in an amount not less than \$35,000; and depositor's forgery in the amount of \$250,000.

9.5 Indemnification and Hold Harmless. The OPERATOR shall fully defend, indemnify and hold harmless the CITY and its elective and appointive boards, commissions, officers, agents, and employees, from and against any and all damages, liabilities, claims, costs or expenses, including but not limited to reasonable attorneys' fees and costs, for economic damage to third parties, property damage or bodily injury, including but not limited to death:

- a) which result from any act or omission by the OPERATOR or any officer, director, employee or subcontractor of the OPERATOR in connection with the OPERATOR's performance under this Agreement or operation of the Golf Course;
- b) which result from any action taken by the OPERATOR relating to the Golf Course (i) that is prohibited by this Agreement, or (ii) that is not within the scope of the OPERATOR's duties under this Agreement, or (iii) that is not within the OPERATOR's delegated authority under this Agreement;
- c) which result from the OPERATOR's violation of Insurance Requirements or Legal Requirements; or
- d) which the CITY, by reason of any alleged breach of a "non-delegable duty," is subject to, because of the OPERATOR's violation of any national, state or local law, regulation or

order which pertains to providing safe working conditions for the OPERATOR's employees, or because of the OPERATOR's failure to provide safe working conditions for the OPERATOR's employees.

The foregoing indemnification shall not apply to any damages or other liability caused by the sole negligence or willful misconduct of the CITY, nor shall it limit any right of the OPERATOR hereunder to pursue any remedy for the CITY's failure to pay the Management Fee or to terminate this Agreement for any breach by the CITY.

9.6 Indemnification for Fines. The OPERATOR shall fully defend, indemnify and hold the CITY and its elective and appointive boards, commissions, officers, agents, and employees, harmless from and against any fines imposed by administrative or regulatory bodies for actions caused by the OPERATOR or its officers, employees or agents.

10.0 DEFAULT.

10.1 OPERATOR'S Default. The repeated violation of a provision of this Agreement on more than six (6) occasions, regardless of whether the violations were cured shall constitute a default. By way of example, violations of a provision in consecutive months shall constitute one of the six occasions of default. A default under this subsection 10.1 shall not be curable. The OPERATOR's breach of any provision of this Agreement, the failure to keep, observe or perform any material covenant including the occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the OPERATOR:

- a) The OPERATOR's abandonment or vacation of the Premises;
- b) The OPERATOR's Termination for Net Operating Income Budget Overruns. If the Net Operating Income in an Operating Year is more than \$20k below the average net operating income of the previous three years, except if the net operating income shortfall results from causes beyond the OPERATOR's reasonable control, the CITY may terminate this Agreement in accordance with Section 10. The CITY shall act reasonably in exercising its rights under this Section.
- c) The OPERATOR's Cost of Goods Sold for Pro Shop merchandise during any six (6) month period exceeds 80% of gross sales during that period except if the level of such costs is greater than might reasonably be caused by increased levels of patronage of the Premises, results from causes beyond the OPERATOR's reasonable control or if the OPERATOR has given the CITY written notice of the event(s) causing such cost overruns;
- d) The OPERATOR's use of Bank Account funds for any purpose not expressly provided for by this Agreement or approved by the Director in writing;
- e) The levy of a writ of attachment or execution on this Agreement or on any of the property of the OPERATOR located in or on the Premises and such levy or execution is not stayed prior to the enforcement of such writ of attachment or execution; or

- f) An event of bankruptcy or insolvency including but not limited to: (i) the OPERATOR applies for or consents to the appointment of a receiver, trustee or liquidator of the OPERATOR or of all or a substantial part of its assets; (ii) the OPERATOR files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) the OPERATOR files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against the OPERATOR; (iv) the OPERATOR admits in writing its inability to pay its debts as they come due; (v) the OPERATOR makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating the OPERATOR a bankrupt or insolvent or approving a petition seeking reorganization of the OPERATOR or appointing a receiver, trustee or liquidator of the OPERATOR or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of thirty (30) consecutive days.
- g) Failure to take advantage of prompt pay strategies.

10.2 CITY'S Default. The CITY 'S breach of any provision of this Agreement, the failure to keep, observe or perform any material covenant including, without limitation, the covenant to pay the Management Fee, shall constitute a default and breach of this Agreement by the CITY.

10.3 Curing Default. Except as otherwise expressly stated in this Agreement, the defaulting party shall have ten (10) days after receipt of written notice from the other party to cure any monetary default under this Agreement. The defaulting party shall have thirty (30) days after receipt of written notice from the other party or the specific time permitted under this Agreement to cure any default under any other covenant, condition or agreement contained in this Agreement. In the event that any such default is of a nature such that it cannot be cured within thirty (30) days, the defaulting party shall immediately commence to cure and thereafter diligently pursue such cure to completion[^{KR20}]. Notwithstanding the foregoing, the OPERATOR shall be in default under this Agreement, with or without written notice from the CITY, in the event the OPERATOR abandons or vacates the Premises for any period exceeding twenty-four (24) hours except if such abandonment or vacating results from a force majeure event or other cause beyond the OPERATOR'S control.

10.4 Remedies.

10.4.1 CITY's ability to do the work at OPERATOR'S expense. In the event of the OPERATOR's default as described in Section 10.1, if the OPERATOR fails to cure the default by the date specified, the CITY may elect to undertake the work that Operator has failed to do or any work necessary or appropriate to diligently maintain the Premises. Should the CITY elect to undertake such work, it shall serve the OPERATOR written notice of its intent to enter the Premises and the exact nature of the work or correction it intends to perform. The OPERATOR may void the notice and the CITY's right to enter and perform the work by promptly performing the work set forth in the CITY's notice. The performance of the foregoing work by the CITY shall be at the sole expense of the OPERATOR and shall not be included as a Direct Cost.

If the CITY undertakes work pursuant to these procedures, the CITY shall make a demand upon the OPERATOR for payment of its costs. If the OPERATOR fails to pay the costs incurred by the CITY within thirty (30) days of the date the demand is made, the CITY may bring legal action to collect the sums due and/or may deduct such costs from the Fixed Management Fee and Incentive Management Fee otherwise payable to the OPERATOR. If legal action is necessary or appropriate to collect the amounts expended by the CITY, the OPERATOR shall pay the CITY's all attorneys' fees and costs, court costs, and staff costs together with interest from the date which is thirty (30) days after the CITY has made demand for payment. If the CITY, in its sole discretion, elects to use in-house attorneys from the Office of the City Attorney, attorneys' fees recovered by the CITY pursuant to this section shall be at the hourly rate paid by the Association of Bay Area Governments for litigation counsel. Any actions taken by the CITY pursuant to this Section 10.4.1 shall not cure any default by the OPERATOR.

10.4.2 Termination of the Agreement. In the event the defaulting party fails to cure any default of this Agreement within the applicable cure period, the other party may terminate this Agreement upon ten (10) days' written notice to the defaulting party.

If the CITY terminates this Agreement pursuant to this Section 10.4.2 the CITY shall have the following rights:

- a) to collect from the OPERATOR any and all monies owing the CITY under this Agreement;
- b) to take sole possession of the Bank Accounts;
- c) to take sole possession of all equipment and materials, and
- d) to pursue any and all other appropriate civil and criminal remedies.

The OPERATOR shall be entitled to any unpaid portion of the Fixed Management Fee attributable to performance that occurred prior to the OPERATOR's default, less any damages incurred by the CITY as a result of the OPERATOR's default.

If the OPERATOR terminates this Agreement pursuant to this Section 10.4.2, the OPERATOR shall have the right to collect from the CITY any and all monies owing the OPERATOR under this Agreement.

10.4.3 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

10.5 Effect of Termination. The termination of this Agreement under the provisions of this Article 10 shall not affect the rights of the terminating party with respect to any damages it has

suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

11.0 CONTRACT ENDING TRANSITION PROCEDURES.

11.1 Contract Ending Transition Period. The "Contract Ending Transition Period" shall mean: (i) the six (6) month period immediately prior to expiration of the term; (ii) the period from the date the CITY gives notice of default under Section 10.2 until the date of termination.

11.2 Contract Ending Transition Procedures. During the Contract Ending Transition Period:

- a) The OPERATOR shall allow the CITY and others to interview and discuss employment opportunities with the OPERATOR's on-site employees.
- b) The OPERATOR shall not transfer any Management Staff without the consent of the Director, said approval not to be unreasonably withheld.
- c) The OPERATOR and CITY shall refrain from coercing, threatening or harassing any employee who expresses interest in being employed by the CITY, OPERATOR or other party after the Agreement has expired, or has been terminated or cancelled.
- d) The OPERATOR and CITY shall cooperate in good faith on post-contract support services, data management, inventory control, transfer of employees and other issues necessary and appropriate to ensure smooth transition of operating responsibilities from one party to another. Nothing in this paragraph shall be construed to require the CITY or OPERATOR to hire additional personnel or spend additional monies.
- e) The OPERATOR shall deliver to the CITY all records and information related to tournaments, banquets and other events booked at the Golf Course for the Contract Transition Period or any time thereafter.
- f) The OPERATOR shall deliver to the CITY current copies of all contracts, permits and licenses affecting Golf Course operations, including without limitation, leases for golf carts and other Golf Course equipment.
- g) All real and personal property that is currently located at the Golf Course, together with any real or personal property purchased or leased in accordance with the Direct Cost Budget or otherwise with the CITY funds is and shall remain the property of the CITY. The OPERATOR shall transfer possession of the Premises, Facilities, Furnishings and Equipment, supplies, software, databases, books, records and materials purchased, prepared or maintained under this Agreement to the new operator or the CITY, as the CITY shall direct. If the CITY determines that the Premises, any Facilities, Furnishings and Equipment or other item is not in an acceptable condition accounting for normal wear and tear and budget constraints, if any, the OPERATOR shall have the burden of demonstrating that the item was properly maintained or that the item is useable and in

good condition. The OPERATOR shall reimburse the CITY for the cost of repair or replacement of any item that is not in useable and good condition, normal wear and tear and budget constrains excepted. The OPERATOR shall surrender the Premises in broom clean condition.

- h) The OPERATOR shall transfer all keys, convey all alarm codes and vacate the Premises.
- i) The OPERATOR shall assign to the CITY and the CITY shall assume the OPERATOR's obligations under any loans and leases incurred or entered into by the OPERATOR with respect to Furnishings and Equipment or supplies then in use at the Golf Course, provided that the following conditions are met unless waived by the CITY: (i) the OPERATOR shall have delivered to the CITY written documentation acceptable to the CITY showing that the OPERATOR has fully performed its obligations under such loans and leases through the date the CITY assumes such obligations, and (ii) with respect to any agreements in excess of one year or whose term extended beyond the expiration date of this Agreement, the CITY shall have given its written approval to the agreement.
- j) The CITY shall bear the cost of escrow fees.

12.0 WORK STOPPAGES, DAMAGE OR DESTRUCTION.

12.1 Work Stoppages. In the event concerted activities by labor groups (e.g., picketing, strikes, etc.) result in the OPERATOR's employees not entering and working at the Premises, the OPERATOR shall, if the Director so requests in writing, seek appropriate administrative or court orders to return operations to normal. During such period, the OPERATOR shall operate the Premises on a best efforts basis until labor relations are normalized. If and only if the Director gives the OPERATOR a written request to seek administrative or court orders will the cost of doing so shall be a Direct Cost.

12.2 Damage or Destruction. Should the Golf Course be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, the CITY, by written notice to the OPERATOR, shall have the right to cancel this Agreement pursuant to Article 12 on the basis that the CITY does not choose to rebuild or restore the Golf Course. In such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such cancellation[**KR21**]. For the purpose of this Section 12.2, the Golf Course shall be deemed to have been substantially damaged if the estimated length of time required to restore the Golf Course substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not cancelled in the event of damage to the Golf Course either because (a) the damage does not amount to substantial damage as described above, or (b) notwithstanding destruction of or substantial damage to the Golf Course, and the CITY elects, in its sole and absolute discretion, to restore the Golf Course, then the CITY may proceed, at the CITY's own expense, to commence and complete restoration of the Golf Course to its condition and character just prior to the occurrence of such casualty. If as a result of any damage or

destruction to the Golf Course as provided in this Section 12.2, the responsibilities of the OPERATOR under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Combined Management Fees. Any insurance proceeds made available after such damage or destruction shall be payable to the CITY.

12.3 Eminent Domain. If all of the Golf Course shall be taken through the exercise of the power of eminent domain, or by agreement in lieu of the exercise of eminent domain, then upon the date that the CITY shall be required to surrender possession of the Golf Course, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. Likewise, if such a substantial portion of the Golf Course is taken through the exercise of eminent domain, or an agreement in lieu of the exercise of eminent domain, so to make it unfeasible, in the reasonable opinion of the CITY, to restore and continue to operate the remaining portion of the Golf Course for the purposes contemplated in this Agreement, then upon the date that the CITY shall be required to surrender a substantial portion of the Golf Course, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Golf Course shall not make it unfeasible, in the sole and absolute discretion of the CITY, to restore and continue to operate the remaining portion of the Golf Course for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and the CITY may proceed, at the CITY's own expense, to alter or modify the Golf Course so as to render it a complete architectural unit which can be operated as a golf course of substantially the same type and character as before. If as a result of any alteration or modification of the Golf Course as provided in this Section 12.3, the responsibilities or rights of the OPERATOR under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Combined Management Fee. Any award pursuant to a taking by right of eminent domain shall belong to and be paid to the CITY.

12.4 Force Majeure Events. As used in this Agreement, the term "Force Majeure" means declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, or other acts of God, shortages of materials, or any other event not within the control of the OPERATOR and not caused by the negligence or intentional wrongful conduct of the OPERATOR or the CITY.

If the OPERATOR or the CITY is unable by reason of Force Majeure to carry out any obligation under this Agreement, such obligation shall be suspended only so far as it is physically affected by such Force Majeure. The party unable to perform shall give the other party prompt notice of such Force Majeure with a detailed explanation and the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such Force Majeure as quickly as possible. The requirement that any Force Majeure shall be removed with all possible diligence shall not require the settlement by the party unable to perform because of strikes, lockouts or other labor disputes or the meeting of any claims of or demands by any supplier or government entity which reasonably

14.0 DISPUTE RESOLUTION.

14.1 **Controversies Subject to Mediation.** Any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, may first be submitted to mediation if agreed to by the parties.

14.2 **Selection of Mediator.** The parties may agree on a mediator. If they cannot agree on a mediator within ten (10) days after service of the request for mediation, either party may request the American Arbitration Association to provide a list of three (3) possible mediators with each party having the right to strike a name on an alternating basis until one name remains. If either party delays beyond five (5) days in striking a name, then the other party may choose any one from the remaining list to serve as mediator.

14.3 **Mediation Schedule.** The mediation shall take place before the mediator at the time and place selected by the mediator unless the parties agree otherwise. The mediator shall select the time and place promptly and shall give each party written notice of the time and place at least ten (10) days before the date selected; provided that the meeting shall take place not less than thirty (30) days after the request for mediation.

14.4 **Cost of Mediation.** Each party hereto shall bear the attorneys' fees, costs, and expenses incurred by it in connection with such mediation, and both parties shall share equally the costs and expenses attributable to the services of the mediator.

14.5 **Other Proceedings.** If mediation does not prove successful, either party may institute a proceeding in a court of law or the parties may agree to nonbinding or binding arbitration.

15.0 MISCELLANEOUS PROVISIONS.

15.1 **Tax-Exempt Financing.** If the CITY decides in the future to finance additional improvements to the course with tax-exempt financing, the parties acknowledge that tax-exempt financing is regulated by federal law, including, without limitation, Internal Revenue Service regulations. If any provision of this Agreement conflicts with any applicable law or regulation, the parties shall negotiate in good faith to modify such provision as necessary to bring this Agreement into compliance with such law or regulation. (In the event the parties cannot agree upon a modification of this Agreement, either party may cancel this Agreement in accordance with Article 10.0.)

15.2 **Ownership.** Ownership of the Golf Course, all Facilities, Furnishings and Equipment, Resale Inventory and Supplies acquired by the CITY or acquired by the OPERATOR on behalf of the CITY, and all alterations, additions or betterments thereto, shall remain the property of the CITY.

15.3 **Warranties.**

15.3.1 **OPERATOR Warranties.** The OPERATOR warrants and represents that it has full power and authority to enter into this Agreement and perform the obligations in this

Agreement and that consummation of this Agreement will not create a default under any other agreement and will not violate any law, regulations, order, judgment, decree or rule. The OPERATOR has conducted its own review of the plans and specifications for the Golf Course prior to execution of this Agreement; and that the OPERATOR is not relying on any representation of the CITY in connection with the execution of this Agreement. The OPERATOR warrants and represents that it is authorized to transact business in the State of Washington and that all of the OPERATOR's employees are properly licensed and trained for their respective positions and responsibilities.

15.3.2 CITY Warranties. The CITY warrants and represents that it has full power and authority to enter into this Agreement and perform the obligations in this Agreement and that consummation of this Agreement will not create a default under any other agreement and will not violate any law, regulations, order, judgment, decree or rule. The CITY warrants and represents that it is authorized to transact business in the State of Washington and that all of the CITY's employees are properly licensed and trained for their respective positions and responsibilities.

15.4 Premises.

15.4.1 CITY's Right of Possession. This Agreement does not constitute a lease and the right of possession of the Premises shall at all times remain with the CITY. The CITY and its authorized representatives shall have the right to enter the Premises at any time without notice and for any purpose, including, without limitation, the following: (i) to determine whether the Premises are in good condition and whether the OPERATOR is complying with its obligations under this Agreement; (ii) to do any necessary maintenance and to make any restoration to the Premises that the CITY has the right to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Agreement; (iii) to show the Premises to prospective brokers, agents, buyers, tenants, operators any time during the term of the Agreement; and (iv) to undertake emergency maintenance, repairs or restoration. The CITY reserves the right to establish, grant or utilize easements or rights-of-way over, under, along and across the Premises.

15.4.2 Condition of Premises. The OPERATOR acknowledges that, except as expressly set forth in this Agreement, the CITY has made no representations or warranties concerning the condition of the Premises and the OPERATOR agrees to commence operations on the Premises on the Effective Date of this Contract, as determined by the Director. This Agreement is subject to all easements, liens and other interests affecting title to the Premises, whether or not they are of record.

15.5 Waiver. No delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of the party so delaying or failing. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

15.6 Integration. This Agreement is the entire Agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understanding of the parties concerning the subject matter hereof.

15.7 Modification of Agreement. No modification, amendment or supplement to this Agreement shall be binding unless executed in writing by both of the parties.

15.8 Severability. If any court of competent jurisdiction holds that any provision of this Agreement is void, voidable, illegal or unenforceable, or that this Agreement would be void, voidable, illegal or unenforceable unless any provision of it were severed, that provision shall be severable from and shall not affect the continued operation of the rest of this Agreement; provided that if the provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.

15.9 Time of the Essence. Time is of the essence in the performance of all obligations under this Agreement for which specific time periods have been specified.

15.10 Cumulative Remedies. The remedies granted under the terms of this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies allowed under law.

15.11 Assignment. The CITY shall have the right to assign its interest in this Agreement without limitation, except that the CITY shall not have the right to assign its interests hereunder without the OPERATOR's prior written agreement if, in the reasonable judgment of the OPERATOR, such an assignment will affect the OPERATOR's performance of this Agreement or expose the OPERATOR's confidential and proprietary information to a competitor. Upon any such assignment, the CITY shall be relieved of any further obligation under this Agreement provided such assignee assumes all of the CITY's obligations under this Agreement. The OPERATOR acknowledges that the CITY is entering into this Agreement in reliance on the unique skill and experience of the OPERATOR and its employees. The OPERATOR shall not subcontract or assign all or any part of its right or obligations under this Agreement, unless approved in writing by the Director, said approval not to be unreasonably withheld. Any change in the control of the OPERATOR, including, without limitation, any transfer or acquisition of a controlling percentage of the OPERATOR's equity or stock or a controlling percentage of the equity or stock of CourseCo, Inc., shall constitute an assignment for purposes of this Agreement.

15.12 Time References. Except as otherwise specifically provided in this Agreement, all references to "days" herein shall mean calendar days and not business days.

15.13 No Third Party Beneficiaries. This Agreement is not intended for the benefit of any specific person, entity or third party beneficiary other than the named parties hereto and no person or entity who is not specifically named as a party herein shall have any right to enforce the provisions of this Agreement.

15.14 Golf Course Names. The Golf Course shall be known by such trade name and/or trademark or logo as may from time to time be determined by the CITY. The parties acknowledge and understand that the names, logos, and designs used in the operation of the Golf

Course, together with appurtenant goodwill, are the exclusive property of the CITY. The OPERATOR may identify the Golf Course as a golf course managed and operated by the OPERATOR.

15.15 Independent Contractor. The OPERATOR shall at all times be considered an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between the CITY and its successors and assigns, on the one part, and the OPERATOR and its successors and assigns, on the other part. The OPERATOR agrees to be solely responsible for its own matters including payment of its employees, compliance with Social Security, withholding and other such personnel regulations. The OPERATOR'S employees shall not be entitled to any salary, fringe benefits, pension, workers' compensation, sick leave, insurance or any other benefit or right connected with employment with the CITY.

15.16 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

15.17 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

15.18 Applicable Law. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Washington.

15.19 No Presumption Regarding Drafter. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning. The CITY and OPERATOR acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the CITY and OPERATOR, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either the CITY or OPERATOR to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

15.20 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed, each such counterparts shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

15.21 Authority. The parties represent for themselves that (a) such party is duly organized and validly existing, (b) the person or persons executing this Agreement on behalf of such party is/are duly authorized to execute and deliver this Agreement on behalf of such party, (c) by so executing this Agreement, such party is formally bound to the terms and provisions of this Agreement, and (d) the execution of this Agreement does not violate any provision of any other

agreement to which such party is bound.

15.22 Conflict of Interest. The OPERATOR shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement. The parties hereto hereby covenant that during the term of this Agreement they will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

CITY OF KENNEWICK

**KENNEWICK GOLF CORPORATION/
COURSECO, INC.**

Marie Mosley
City Manager

Michael Sharp
President/CEO

Attest:

Terri L. Wright
City Clerk

Approved As To Form:

Lisa Beaton
City Attorney

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	12/21/2021
Agenda Item Type	Final Plat		
Subject	Apple Valley 6A		
Ordinance/Reso #		Contract #	
Project #		Permit #	SUB-2021-0004
Department	Planning		

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

Recommendation

It is recommended that the City Council move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Apple Valley 6A, contingent upon the completion of outstanding Public Works and Planning requirements.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Apple Valley 6A, contingent upon the completion of outstanding Public Works and Planning requirements.

Summary

A final plat application has been submitted by Rene Perez, PBS Engineering (400 Bradley Blvd, Suite 106, Richland, WA, 99352), for the final plat of Apple Valley 6A. The plat consists of 38 lots on approximately 10.78 acres located at 3215 S Zimmerman Street. The Comprehensive Plan Land Use Designation is Low Density Residential, and the property is zoned Residential, Low (RL).

Staff has reviewed the final plat application and has found it to be largely in conformance with all applicable City development regulations, with the exception of the submission of a landscaping plan for common areas within the development, as well as certain Public Works requirements such as the submission of Record Drawings. Prior to signing the final mylar the outstanding conditions will be met. Following Council approval and plat signatures, the plat may be recorded and lots sold to individual owners.

Alternatives

None recommended.

Fiscal Impact

None at this time.

Through	Matt Halitsky Dec 06, 14:49:46 GMT-0800 2021
Dept Head Approval	Anthony Muai Dec 14, 16:40:33 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:22:34 GMT-0800 2021

Attachments:

Recording Required?

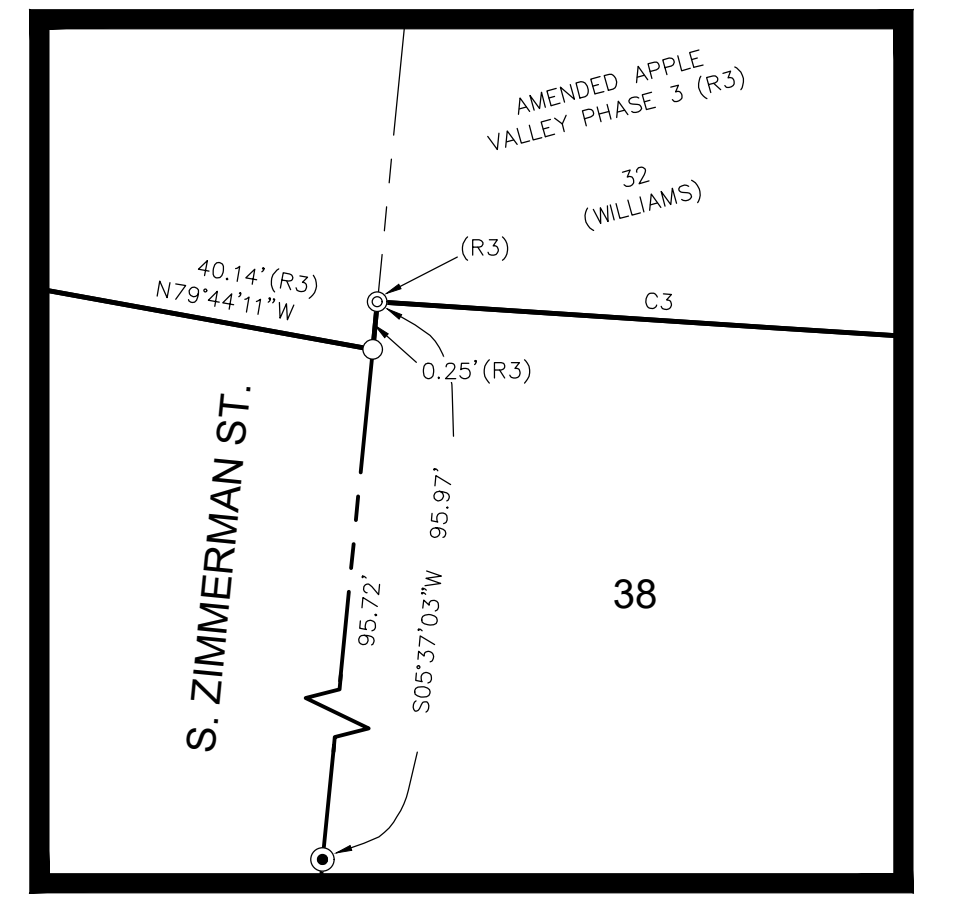


CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	RECORD ARC L	
C1	10.15'	820.08'	0°42'33"	S87°42'07"W	10.15'	(R3)	
C2	42.15'	780.08'	3°05'46"	N85°47'58"E	42.15'	(R3)	
C3	110.54'	658.07'	9°37'27"	S89°03'49"W	110.41'	(R3)	
C4	90.35'	663.78'	7°47'56"	S78°53'59"E	90.28'	(R2)	
C5	108.45'	820.08'	1°09'18"	N75°35'40"W	106.53'	(R2)	
C6	108.45'	820.08'	1°09'18"	N06°19'43"W	106.39'	(R2)	
C7	36.76'	820.08'	2°34'05"	S70°23'14"E	36.75'	(R2)	
C8	143.32'	800.08'	1°01'54"	S82°12'57"W	143.13'	(R3)	
C9	246.26'	800.08'	1°38'08"	S83°50'05"E	245.29'	(R3)	
C10	115.48'	800.08'	0°41'52"	N88°31'03"W	115.38'	(R3)	
C11	130.78'	800.08'	0°21'56"	S79°41'59"E	130.64'	(R3)	
C12	320.67'	750.08'	2°29'40"	S06°37'47"E	318.23'	(R3)	
C13	95.56'	300.03'	18°14'52"	N09°45'11"W	95.15'	(R3)	
C14	281.82'	159.02'	1°01'32'41"	S38°35'55"W	246.36'	(R3)	
C15	140.91'	159.02'	5°04'20"	N63°59'05"E	136.35'	(R3)	
C16	140.91'	159.02'	5°04'20"	S131°2'44"W	136.35'	(R3)	
C17	69.82'	400.04'	1°00'00"	N83°47'16"E	69.73'	(R3)	
C18	69.82'	400.04'	1°00'00"	S83°47'16"W	69.73'	(R3)	
C19	40.76'	25.00'	93°25'01"	N52°19'34"E	36.40'	(R3)	
C20	80.99'	780.08'	5°58'55"	N77°59'28"W	80.95'	(R3)	
C21	74.71'	820.08'	5°13'11"	N78°46'54"W	74.69'	(R3)	
C22	36.77'	25.00'	84°15'51"	N39°15'34"W	33.55'	(R3)	
C23	62.77'	770.08'	4°40'13"	N00°32'15"E	62.75'	(R3)	
C24	74.04'	770.08'	5°30'30"	N04°33'07"W	74.01'	(R3)	
C25	74.04'	770.08'	5°30'30"	S101°03'37"E	74.01'	(R3)	
C26	74.04'	770.08'	5°30'30"	S153°08'08"E	74.01'	(R3)	
C27	7.45'	770.08'	0°33'14"	N18°36'00"W	7.45'	(R3)	
C28	89.18'	280.03'	18°14'52"	S09°45'11"E	88.81'	(R3)	
C29	39.02'	25.00'	89°25'01"	N44°04'45"E	35.18'	(R3)	
C30	19.17'	420.04'	2°36'54"	S87°28'49"W	19.17'	(R3)	
C31	54.14'	420.04'	7°23'06"	S82°28'49"W	54.10'	(R3)	
C32	13.47'	380.04'	2°01'53"	S79°48'12"W	13.47'	(R3)	
C33	52.86'	380.04'	7°58'07"	S84°48'12"W	52.81'	(R3)	
C34	71.11'	420.04'	0°18'01"	N63°59'05"E	71.03'	(R3)	
C35	71.11'	420.04'	0°18'01"	S131°2'44"W	71.03'	(R3)	
C36	66.33'	380.04'	1°00'00"	S83°47'16"W	66.25'	(R3)	
C37	39.53'	25.00'	90°34'59"	N45°55'15"W	35.54'	(R3)	
C38	39.27'	25.00'	90°30'00"	S44°22'15"W	35.36'	(R3)	
C39	4.48'	179.02'	1°22'57"	S88°39'17"W	4.48'	(R3)	
C40	74.63'	179.02'	2°35'12"	S75°59'42"W	74.09'	(R3)	
C41	7.86'	179.02'	2°30'54"	N62°47'39"E	7.86'	(R3)	
C42	26.49'	25.00'	60°41'49"	S88°06'53"E	25.27'	(R3)	
C43	35.57'	55.01'	37°03'09"	S76°17'33"E	34.95'	(R3)	
C44	35.64'	55.01'	37°03'09"	N66°37'04"E	35.02'	(R3)	
C45	30.39'	55.01'	31°39'12"	S32°13'40"W	30.00'	(R3)	
C46	58.98'	55.01'	61°26'16"	S14°19'04"E	56.20'	(R3)	
C47	22.07'	25.00'	50°35'12"	S19°44'36"E	21.36'	(R3)	
C48	4.41'	25.00'	1°06'37"	N10°36'18"E	4.41'	(R3)	
C49	11.03'	179.02'	3°31'54"	S135°40'40"W	11.03'	(R3)	
C50	64.78'	179.02'	2°04'35"6"	S01°45'45"W	64.42'	(R3)	
C51	11.16'	179.02'	3°34'13"	N10°23'19"W	11.15'	(R3)	
C52	7.73'	139.02'	3°11'11"	N10°34'50"W	7.73'	(R3)	
C53	207.63'	139.02'	85°34'36"	N33°48'04"E	188.86'	(R3)	
C54	31.01'	139.02'	1°24'46"3"	N82°58'48"W	30.95'	(R3)	
C55	36.52'	25.00'	83°41'22"	S48°47'04"E	33.36'	(R3)	
C56	57.95'	320.03'	1°02'22"8"	S12°07'37"E	57.87'	(R3)	
C57	8.73'	320.03'	1°13'46"	S18°05'44"E	8.73'	(R3)	
C58	62.30'	730.08'	4°53'21"	S16°25'57"E	62.28'	(R3)	
C59	72.04'	730.08'	5°39'12"	S11°09'40"E	72.01'	(R3)	
C60	75.25'	730.08'	5°54'19"	S05°22'54"E	75.21'	(R3)	
C61	63.19'	730.08'	4°57'34"	S00°03'02"W	63.17'	(R3)	
C62	39.26'	25.00'	89°57'54"	N47°30'46"E	35.35'	(R3)	
C63	63.53'	820.08'	4°28'19"	S89°43'26"E	63.51'	(R3)	
C64	66.07'	780.08'	4°51'11"	S89°48'27"E	66.05'	(R3)	
C65	40.76'	25.00'	93°25'01"	S41°05'27"E	36.40'	(R3)	
C66	25.00'	800.08'	1°47'26"	S74°07'17"E	25.00'	(R3)	

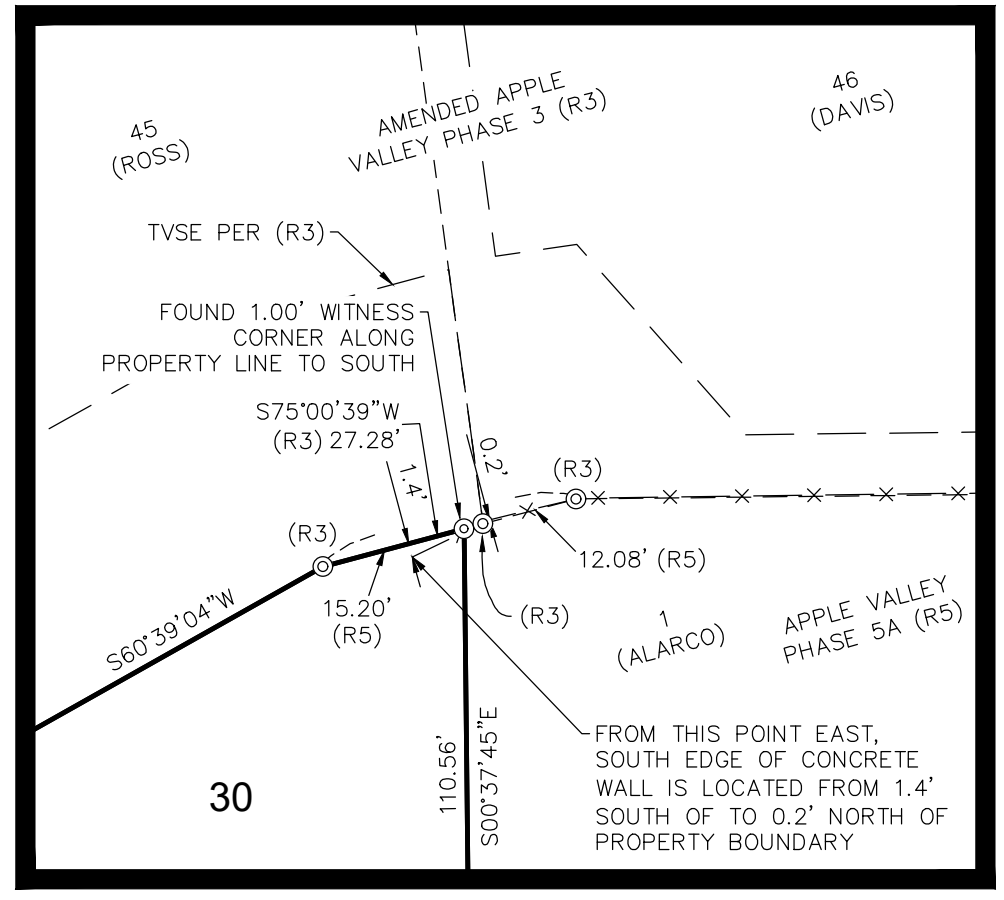
LEGEND & ABBREVIATIONS

- ◆ FOUND SURVEY MONUMENT AS NOTED
- ◇ FOUND 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PBS LS 46318 2021" PER (R6)
- FOUND 2" ALUMINUM CAP ON 5/8" IRON REBAR, FLUSH WITH ASPHALT STAMPED: "PBS LS 46318 2021" PER (R6)
- ⊙ (R#) FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATAZZO 46318" PER (R3) OR (R5), AS NOTED
- ⊗ (R#) FOUND SCREW WITH 1" BRASS WASHER STAMPED: "MATAZZO 46318" PER (R3) OR (R4), AS NOTED. SEE FRONTAGE PROPERTY PIN NOTE, THIS SHEET, FOR ADDITIONAL INFORMATION
- ◆ SET 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PBS LS 46318 2021" WITH THIS PLAT
- SET 2" ALUMINUM CAP ON 5/8" IRON REBAR, FLUSH WITH ASPHALT STAMPED: "PBS LS 46318 2021" WITH THIS PLAT
- ⊙ SET 5/8"x30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATAZZO 46318" WITH THIS PLAT
- ⊗ SET SCREW WITH 1" BRASS WASHER STAMPED: "MATAZZO 46318" WITH THIS PLAT. SEE FRONTAGE PROPERTY PIN NOTE, THIS SHEET, FOR ADDITIONAL INFORMATION
- CALCULATED POSITION ONLY, NOT SET OR FOUND
- (R#) / (D#) DENOTES SURVEY / DEED REFERENCE, SEE LISTS. ALSO DENOTES MEASURED DIMENSION MATCHES RECORD DIMENSION UNLESS NOTED OTHERWISE
- [] DENOTES STREET ADDRESS
- AFN AUDITOR FILE NUMBER
- ## DENOTES CURVE DATA, SEE TABLE
- DED. DEDICATED
- ESMT EASEMENT
- IRR ESMT IRRIGATION EASEMENT
- QUIT / ROS QUIT CLAIM DEED / RECORD OF SURVEY
- RW DENOTES RIGHT OF WAY HEREBY DEDICATED
- S.F. / AC. SQUARE FEET / ACRES
- S.U.I.E. SIDEWALK, UTILITY & IRRIGATION EASEMENT
- TCDC, LLC TRI CITIES DEVELOPMENT COMPANY, LLC
- T.T.U.E. TEMPORARY TURNAROUND & UTILITY EASEMENT
- T.U.E. TEMPORARY UTILITY EASEMENT
- T.V.E. TEMPORARY VARIABLE SLOPE EASEMENT
- W.C. WITNESS CORNER
- - - SECTION OR SECTION SUBDIVISION LINE
- - - PLAT BOUNDARY
- - - NEW RIGHT OF WAY BOUNDARY HEREBY DEDICATED
- - - NEW RIGHT OF WAY CENTERLINE
- - - NEW LOT BOUNDARY
- - - NEW EASEMENT HEREBY DEDICATED
- - - EXISTING RIGHT OF WAY BOUNDARY
- - - EXISTING RIGHT OF WAY CENTERLINE
- - - EXISTING EASEMENT

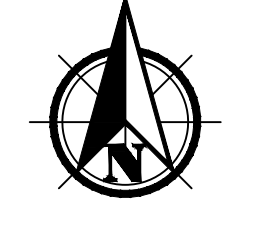
FINAL PLAT OF APPLE VALLEY PHASE 6A
 LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



DETAIL A
1" = 1"



DETAIL B
1" = 20"



Scale 1" = 60'

BASIS OF BEARINGS
 NAD 83, WASHINGTON STATE PLANE SOUTH ZONE GRID BEARING OF NORTH 00°41'22" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 17, T8N, R29E, W.M., BETWEEN FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE GROUND LENGTHS EXPRESSED IN U.S. SURVEY FEET USING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.00010019001554

FRONTAGE PROPERTY PIN NOTE
 1) DUE TO DISTURBANCE BY FUTURE CONSTRUCTION OF SIDEWALK, BOTH SET AND FOUND FRONT PROPERTY CORNERS AT SIDE LOT LINES WERE PROJECTED TO THE CENTER OF CURB AND ARE REFERENCED WITH A SCREW AND 1" WASHER STAMPED "MATAZZO 46318". SCREWS SO SET ARE GOOD FOR LINE BUT NOT FOR DISTANCE.

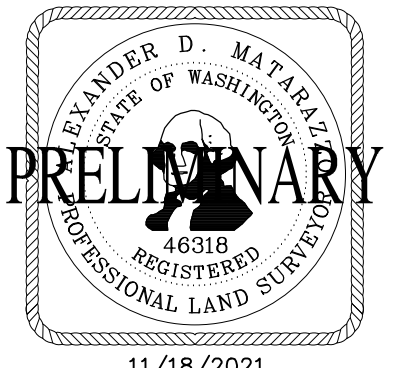
TRACT NOTES
 1) TRACT KK IS THE REMAINDER PORTION OF THE PARENT PARCEL AND IS RESERVED FOR FUTURE DEVELOPMENT. THE SOUTH 18 FEET ARE ENCUMBERED BY A SIDEWALK, UTILITY & IRRIGATION EASEMENT.
 2) TRACT LL IS FOR A STORM LINE AND WILL BE GRANTED TO THE HOME OWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.
 3) TRACT MM IS FOR PEDESTRIAN ACCESS. IT IS FULLY ENCUMBERED BY AN EASEMENT FOR A WATER MAIN AND WILL BE GRANTED TO THE HOME OWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.

SURVEY / DEED REFERENCES

- (R1) PLAT OF THE VILLAGE AT SOUTHRIDGE PHASE 1 (AFN 2017-029283) BY MATAZZO
- (R2) PLAT EXEMPTION SURVEY NO. 5151 (AFN 2019-007030) BY MATAZZO
- (R3) AMENDED PLAT OF APPLE VALLEY PHASE 3 (AFN 2019-022102) BY MATAZZO
- (R4) BOUNDARY LINE ADJUSTMENT SURVEY NO. 5292 (AFN 2020-002409) BY MATAZZO
- (R5) PLAT OF APPLE VALLEY PHASE 5A (AFN 2021-008765) BY MATAZZO
- (R6) PLAT OF APPLE VALLEY PHASE 5B (AFN 2021-003841) BY MATAZZO
- (D1) ADJUSTED TRACTS R QUIT CLAIM DEED (AFN 2020-003841)
- (D2) ADJUSTED PARCEL E QUIT CLAIM DEED (AFN 2021-024462)

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____ 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.
 COUNTY AUDITOR

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN PERFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE REQUEST OF TRI CITIES DEVELOPMENT COMPANY LLC, IN NOVEMBER 2021.
PRELIMINARY
 ALEXANDER D. MATAZZO, PLS 46318 DATE 11/18/2021



CLIENT: TRI CITIES DEVELOPMENT COMPANY LLC	PROJECT NO.: 6690.005
SURVEYOR: ALEXANDER D. MATAZZO	DATE: 11/18/2021
CALC BY: ROP	DRAWN BY: ROP
SECTION: 17	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	COUNTY: BENTON
	RANGE: 29 EAST
	SHEET 1 OF 2

**FINAL PLAT OF
APPLE VALLEY PHASE 6A**
LOCATED IN THE S 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 8 NORTH,
RANGE 29 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF TRI CITIES DEVELOPMENT COMPANY LLC. TO SUBDIVIDE THOSE LANDS KNOWN AS TRACT EE OF THE PLAT OF APPLE VALLEY PHASE 5A RECORDED IN VOLUME 15 AT PAGE 705 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2021-008765.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING DUAL FREQUENCY TRIMBLE R8 GPS RECEIVERS HAVING AN ACCURACY OF ONE CENTIMETER +/- 1 PPM PER MEASURED LENGTH. THE MONUMENTS & PINS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS BETWEEN FEBRUARY 2015 THROUGH NOVEMBER 2021.

TITLE REPORT REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES' TITLE REPORT, FILE NO. CBF14549, DATED: NOVEMBER 01, 2021 AT 08:00 AM. IN PREPARING THIS PLAT, PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING AND ENVIRONMENTAL, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES' TITLE REPORT. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES' REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING AND ENVIRONMENTAL, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION

THE FOLLOWING WAS DERIVED FROM THE DESCRIPTION IN EXHIBIT "A" OF THE REFERENCED TITLE REPORT.
LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT EE, APPLE VALLEY PHASE 5A, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 705, RECORDS OF BENTON COUNTY, WASHINGTON.

HAVING AN AREA OF 469,420 SQUARE FEET, 10.78 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS, COVENANTS & RESTRICTIONS OF RECORD.

DEDICATION

WE, TRI CITIES DEVELOPMENT COMPANY LLC., A WASHINGTON LIMITED LIABILITY COMPANY HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND THE LOTS CREATED AS SHOWN AND THAT THE STREET RIGHT-OF-WAY AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

FOR TRI CITIES DEVELOPMENT COMPANY LLC. TITLE DATE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT ON BEHALF OF TRI CITIES DEVELOPMENT COMPANY LLC., ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

TREASURE'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____A.D. TAX PARCEL: 1-1789-207-0001-000.

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

APPROVALS

THE PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR DATE

FP ____ / PLN-____

KENNEWICK CITY ENGINEER DATE

MAYOR, CITY OF KENNEWICK DATE

ATTEST:

CITY CLERK, CITY OF KENNEWICK DATE

UTILITY APPROVAL

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY APPROVED BY THE FOLLOWING UTILITIES:

FOR BENTON PUD NO. 1 TITLE DATE

FOR CASCADE NATURAL GAS TITLE DATE

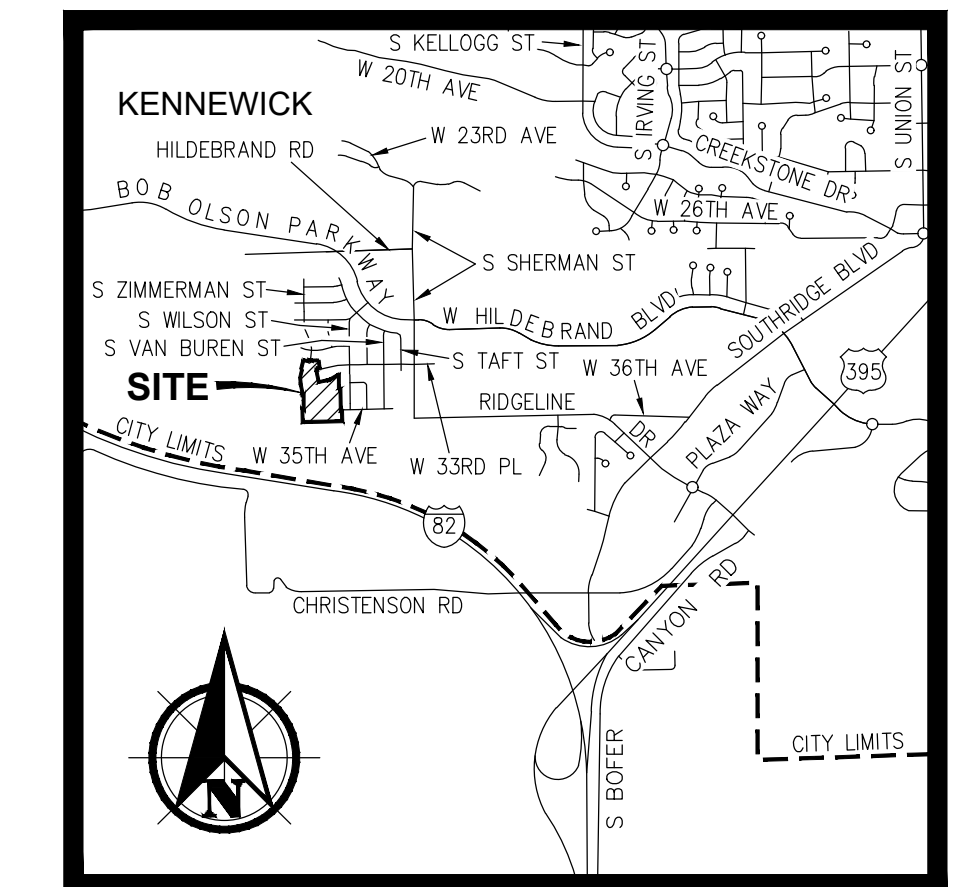
FOR ZIPLY FIBER TITLE DATE

FOR CHARTER COMMUNICATIONS TITLE DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE

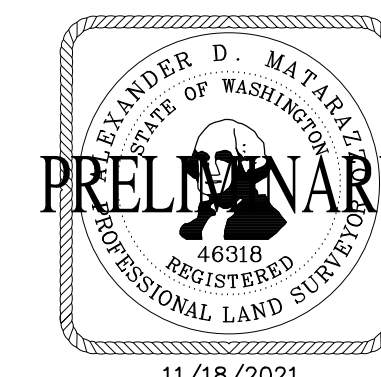


VICINITY MAP
NOT TO SCALE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR _____



	PBS Engineering and Environmental Inc. 400 Bradley Blvd, Ste 106 Richland, WA 99352 509.942.1600 pbsusa.com		CLIENT: TRI CITIES DEVELOPMENT COMPANY LLC	PROJECT NO.: 66090.001	
	SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 11/18/2021	CALC BY: ROP	DRAWN BY: ROP	SCALE: N/A
SECTION: 17	TOWNSHIP: 8 NORTH	RANGE: 29 EAST	CITY: KENNEWICK	COUNTY: BENTON	SHEET 2 OF 2

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	12/21/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Banking Services		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council authorize the City Manager to sign an extension of the City's banking services contract with US Bank through December 31, 2023 and accept the terms outlined in the contract extension letter.

Motion for Consideration

I move to authorize the City Manager to sign an extension of the City's banking services contract with US Bank through December 31, 2023.

Summary

In February of 2016, the City entered the initial five-year term of its current banking services contract with US Bank after completing a request for proposals (RFP) process for these services. The current contract provides for one additional two-year extension, at the City's option. After recent discussions, US Bank provided a proposal letter to the City to exercise its option for this two-year extension. In addition to maintaining the current pricing structure for the entirety of the extension period, US Bank is also offering a \$500 credit toward any new banking service costs.

Staff recommends acceptance of the two-year extension offer. The existing pricing structure has been reduced or is the same since the City completed the last RFP process. The current extension also allows the City to maintain its existing processes and the efficiencies that have been developed during its banking relationship with US Bank, which dates back to 2001. Additionally, completing a full RFP for banking services is a time intensive process that may not result in any reduction in costs or a change in the City's banking services provider. Deferring the next RFP process until 2023 allows City staff to focus on higher priority projects at this time.

Alternatives

None recommended. The City could decline the extension offer from US Bank and complete an RFP process for banking services, but this would require significant staff resources and deter focus from other priorities.

Fiscal Impact

\$500 analysis credit to offset future costs associated with new services along with retaining the City's current pricing structure for banking services.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Dec 14, 11:21:22 GMT-0800 2021	
Marie Mosley	
Dec 17, 11:24:55 GMT-0800 2021	

Attachments:

Contract Extension Offer

Recording
Required?



Presented to the

**City of Kennewick Contract
Extension**

November 30, 2021

David Olson
Government Banking Relationship Manager
206.225-7497
david.olson@usbank.com





November 30, 2021

Dan Legard
City of Kennewick
210 W. 6th Ave
Kennewick, WA 99336

On behalf U.S. Bank National Association (“U.S. Bank”), thank you for the opportunity to submit a contract extension for your continuing banking services. We want to continue to partner with the City of Kennewick (The City) to continue a long-term, strategic relationship focused on achieving your financial goals.

U.S. Bank continues to offer a broad consultative approach, in addition to delivering specific services and customized solutions to create the maximum value for the City’s operational needs. The City will have the opportunity to evolve and grow with the support of a financially sound institution; our strong client focus is the result of U.S. Bank’s disciplined operations and strategic business decisions.

Our extension offer demonstrates a logical and balanced choice, combining the security of one of the nation’s strongest performing banks with a dedicated commitment to innovative technology. We will continue to assist the City transition and position your operations to keep pace with ever advancing changes in technology, allowing you to focus on the City’s services. Our seasoned practice of engaging in collaborative dialogue promises to deliver the most efficient suite of products and services.

U.S. Bank’s preferred pricing is bank-managed – based on market conditions, transactions and services requested. As with the original contract, we are pleased to offer the City a two-year contract, expiring on December 31, 2023 with a modified earnings credit to .16% to reduce service charges to the City throughout the term of the new contract. If the City would need any new services within the next year, we are offering a \$500 loyalty bonus credit towards implementation.

Our goal is to share our knowledge and add value to every interaction with you and your staff. I look forward to continuing our ongoing relationship in the years ahead. Should questions arise please contact me via the information below

Sincerely,

A handwritten signature in black ink that reads "David Olson".

David Olson, Vice President
Relationship Manager
Government Banking
david.olson@usbank.com

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	12/21/2021
Agenda Item Type	Resolution		
Subject	Right-Of-Way Vacation at 7114 W. Hildebrand Blvd		
Ordinance/Reso #	21-13	Contract #	
Project #		Permit #	ENG-2021-5249
Department	Public Works		

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

Recommendation

Staff recommends that Council Adopt Resolution 21-13 setting the date of January 18, 2022, for a public hearing to consider the vacation of public right-of-way at 7114 West Hildebrand Boulevard.

Motion for Consideration

I move to adopt Resolution 21-13.

Summary

Hayden Homes is requesting the vacation of a portion of the old abandoned Hildebrand right of way abutting 7114 West Hildebrand Boulevard.

The vacation is part of the their proposed 192 lot Sherman Heights Subdivision.

With the completion of Bob Olson Parkway that portion of Hildebrand is no longer needed or being used.

Affected City Utility companies and City Staff have reviewed the request and have no objection to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Dept Head Approval

City Mgr Approval

Cary Roe	
Dec 14, 15:54:20 GMT-0800 2021	
Marie Mosley	
Dec 17, 11:25:24 GMT-0800 2021	

Attachments:

Resolution Map

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 21-13

A RESOLUTION OF THE CITY OF KENNEWICK SETTING A DATE FOR A
PUBLIC HEARING ON A REQUEST FOR VACATION OF A PORTION OF
WEST HILDEBRAND BOULEVARD LYING ADJACENT TO 7114 WEST
HILDEBRAND BOULEVARD

WHEREAS, a petition has been received for the vacation of a portion of West Hildebrand Boulevard lying adjacent to 7114 West Hildebrand Boulevard; and

WHEREAS, a petition has been signed by the owners of more than two-thirds of the property abutting upon the part of such street sought to be vacated; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, that a public hearing on said proposed vacation shall be held on January 18, 2022. The City Clerk shall give notice thereof as required by law and the City Attorney shall draft an ordinance for said vacation.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-13 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

1/16

1/16

FND. 3IN BRASS CAP
0.90' NORTH & 0.50' EAST
STAMPED H.P. JONES INC.

1505.17'

AMON PUMP
LATERAL
35'

TAX PARCEL #
1-0889-301-2693-003
7114 W. HILDEBRAND BLVD

HILDEBRAND RIGHT OF WAY
A.F. 373624 TO BE
VACATED 53,984 SF

HILDEBRAND ROAD
R/W EASEMENT
A.F. 373624

BOB OLSON PARKWAY
1154.76'

A334.62'
R812.00'

HILDEBRAND ROAD
R/W EASEMENT
A.F. 373624

1175.30'

S 1/4 COR SECTION 8,
T. 8 N., R. 29 E., W.M.
FND. PK NAIL

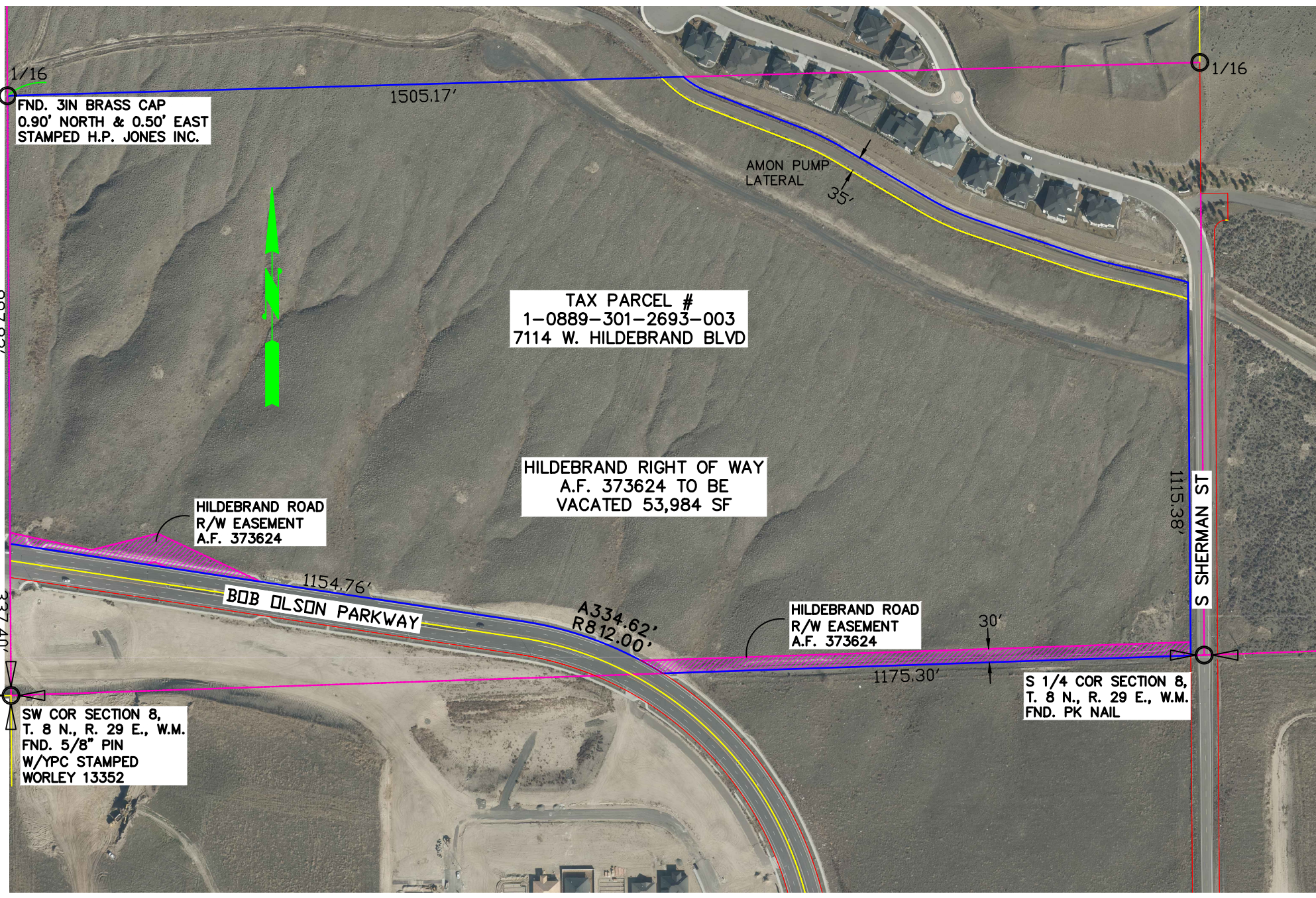
997.82'

337.40'

1115.38'

S SHERMAN ST

SW COR SECTION 8,
T. 8 N., R. 29 E., W.M.
FND. 5/8" PIN
W/YPC STAMPED
WORLEY 13352



Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	12/21/2021
Agenda Item Type	General Business Item		
Subject	2022 Legislative Priorities		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

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

Recommendation

Staff recommends that council adopt the 2022 legislative priorities.

Motion for Consideration

I move to adopt the 2022 legislative priorities.

Summary

Each year the City Council establishes legislative priorities that are in alignment with our strategic goals. During the workshop on December 14th, Council reviewed the major recommended priorities for the 2022 legislative session. City staff have coordinated with our neighboring jurisdictional partners, professional organizations and the Association of Washington Cities (AWC) to develop these legislative priorities. Attached are the major legislative priorities. These priorities provide direction to staff and our lobbyists during the legislative session. Staff will continue to monitor these items as well as any other bills to determine if we should support, oppose or remain neutral. Throughout the session, staff will keep Council updated on the status of these priorities and other bills that are being considered.

Alternatives

To modify the legislative priorities.

Fiscal Impact

None.

Through	<input type="text"/>
Dept Head Approval	<input type="text"/>
City Mgr Approval	Marie Mosley Dec 17, 07:57:34 GMT-0800 2021

Attachments:

Recording Required?

City of Kennewick

2022 Legislative Priorities

Overall Strategy

Kennewick supports legislation that is in alignment with the City Council strategic goals and priorities and protects the City's ability to provide exceptional services to our businesses and citizens.

Kennewick believes the decisions are most effective when made at the local level and therefore opposes legislation that preempts authority or discretion vested in local governments or would impose unfunded mandates upon the City.

Kennewick seeks to work with the legislature to strengthen local partnership and protect revenue sources, provide new revenue options and provide flexibility in use of existing revenues for the City.

Public Works Assistance Account

The City further supports flexible state and federal dollars to help finance basic infrastructure. The City supports funding for critical local infrastructure projects by returning the diverted revenue streams that would fully fund the Public Works Assistance Account.

Economic Development

The City supports House Bill 1333, renewing the rural county sales tax credit program, which provides a .09% credit against the state sales tax to rural counties for economic development uses. This funding is allocated to cities, ports and Benton County for economic development projects. The City has been able to leverage this funding for partnership projects with the Port of Kennewick and Benton County. The City further supports economic development incentives and flexible funding.

Police Reform

Kennewick supports clarification to the legislative package of reforms adopted in 2021 relating to law enforcement. Specifically the clarification that are of the highest priority: use of nonlethal alternatives, ability to conduct brief investigative holds, use of force that is objectively reasonable under certain circumstances, allow pursuits when there is reasonable suspicion that public safety risks for failure to apprehend are greater than the risk of pursuit, correct definition of excessive force and wrongdoing. The City also supports additional funding for the basic law enforcement academy.

Transportation & Infrastructure Funding

The City of Kennewick has several critical infrastructure projects that require funding in order to maintain existing service levels and continue to prepare for future growth. Examples of these projects are:

- Wastewater Treatment Plant
- Water Treatment Plant Expansion
- Automated Metering Infrastructure
- Pavement Preservation
- Zone 3 Transmission Main
- CCB Corridor Widening (Deschutes to Quinault)
- Workforce Housing Project

These are some projects to provide connectivity, traffic flow, automation and prepare for growth of our plants. In addition, through a partnership with the Housing Authority, we have been preparing some City-owned land to surplus and use for workforce housing partnership project.

Revenue Flexibility

The City supports revenue flexibility by: maintaining our existing revenue options, providing more flexibility with local revenue options, and refraining from imposing unfunded programs or mandates on local governments. The City further supports a revision to the property tax cap to tie it to inflation and population growth factors so that the City can adjust the local property tax rate to better serve our community needs and priorities.

Growth Management Act (GMA) Reform & Land Use

Kennewick supports engagement in GMA reform conversation and secure dedicated planning funding. The City is against preemption of local land use authority.

Regional Behavioral Health Recovery Center

The City supports the effort by Benton County to fund and build a recovery center in the Tri-Cities. The Center will provide over 550,000 individuals access to a full continuum of behavioral health services. The County anticipates design completion by mid-2023 with estimated construction costs of over \$13M. A partnership with the State on the next phase of the project is critical to its timely completion. The County anticipates requesting funding for construction of the Center in the 2023 capital budget.



CITY OF KENNEWICK



Legislative Priorities

2022

OVERALL STRATEGY

Kennewick supports legislation that is in alignment with the City Council strategic goals and priorities and protects the City's ability to provide exceptional services to our businesses and citizens.

Kennewick believes the decisions are most effective when made at the local level and therefore opposes legislation that preempts authority or discretion vested in local governments or would impose unfunded mandates upon the City.

Kennewick seeks to work with the legislature to strengthen local partnership and protect revenue sources, provide new revenue options and provide flexibility in use of existing revenues for the City.





PUBLIC WORKS ASSISTANCE ACCOUNT

The City further supports flexible state and federal dollars to help finance basic infrastructure. The City supports funding for critical local infrastructure projects by returning the diverted revenue streams that would fully fund the Public Works Assistance Account.



ECONOMIC DEVELOPMENT

The City supports House Bill 1333, renewing the rural county sales tax credit program, which provides a .09% credit against the state sales tax to rural counties for economic development uses. This funding is allocated to cities, ports and Benton County for economic development projects. The City has been able to leverage this funding for partnership projects with the Port of Kennewick and Benton County. The City further supports economic development incentives and flexible funding.



POLICE REFORM

Kennewick supports clarification to the legislative package of reforms adopted in 2021 relating to law enforcement.

Specifically the clarification that are of the highest priority:

- Use of nonlethal alternatives
- Ability to conduct brief investigative holds
- Use of force that is objectively reasonable under certain circumstances
- Allow pursuits when there is reasonable suspicion that public safety risks for failure to apprehend are greater than the risk of pursuit
- Correct definition of excessive force and wrongdoing

The City also supports additional funding for the basic law enforcement academy.

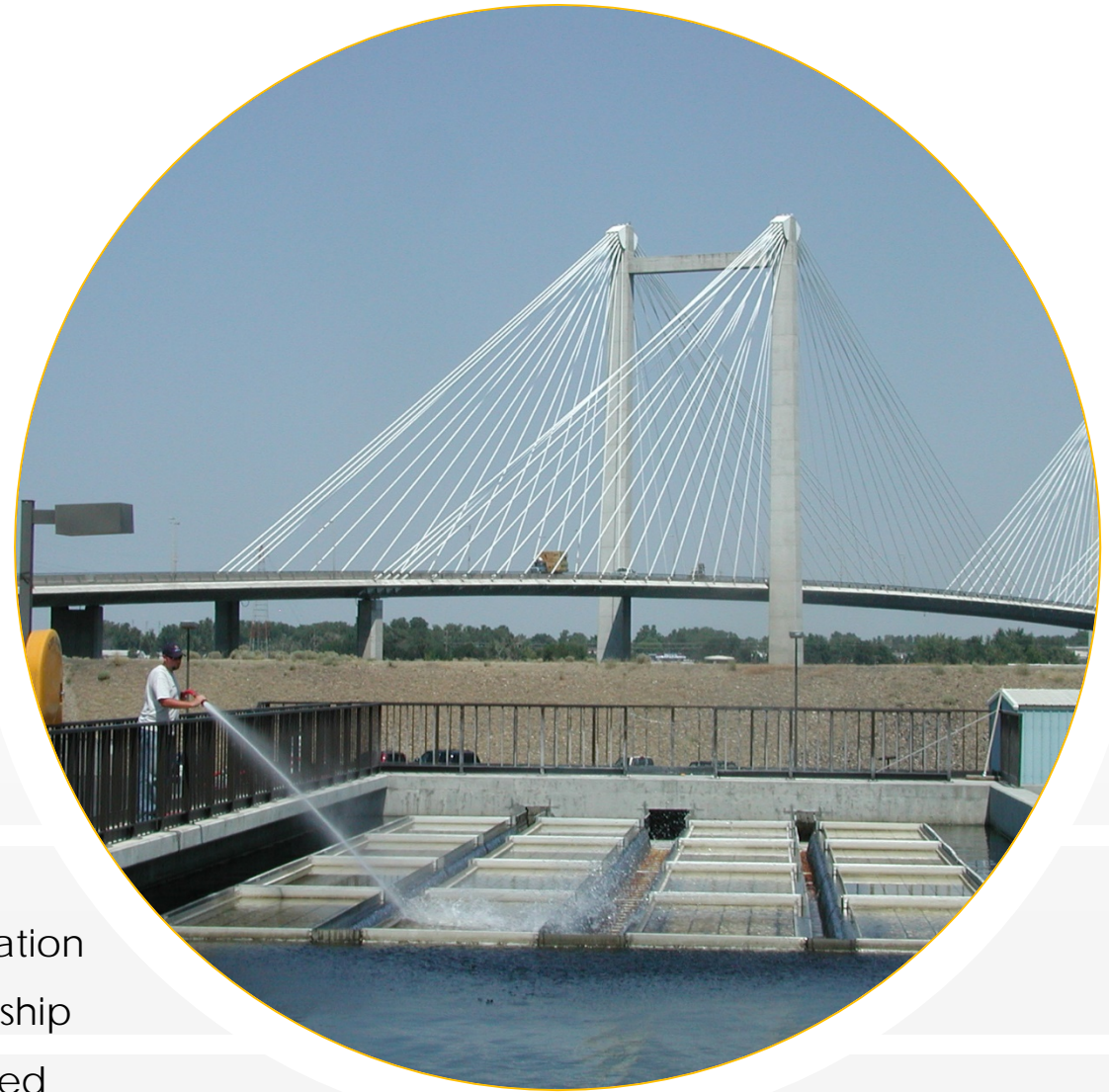
TRANSPORTATION & INFRASTRUCTURE FUNDING

The City of Kennewick has several critical infrastructure projects that require funding in order to maintain existing service levels and continue to prepare for future growth.

Examples of these projects are:

- Wastewater Treatment Plant
- Water Treatment Plant Expansion
- Automated Metering Infrastructure
- Pavement Preservation
- Zone 3 Water Transmission Main
- CCB Corridor Widening Deschutes to Quinault
- Workforce Housing Project

These are some projects to provide connectivity, traffic flow, automation and prepare for growth of our plants. In addition, through a partnership with the Housing Authority, we have been preparing some City-owned land to surplus and use for workforce housing partnership project.





REVENUE FLEXIBILITY

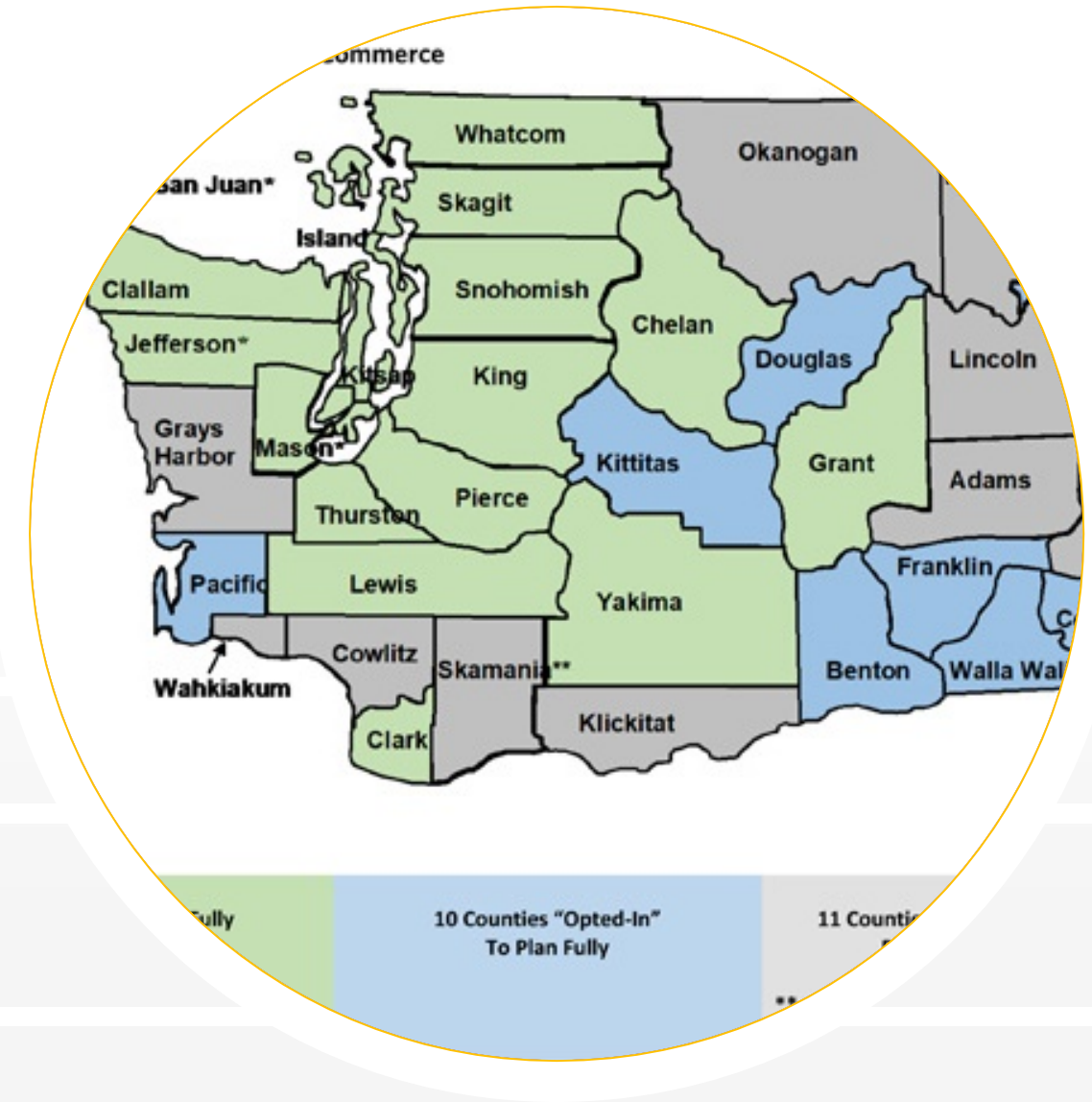
The City supports revenue flexibility by:

- Maintaining our existing revenue options,
- Providing more flexibility with local revenue options
- Refraining from imposing unfunded programs or mandates on local governments.

The City further supports a revision to the property tax cap to tie it to inflation and population growth factors so that the City can adjust the local property tax rate to better serve our community needs and priorities.

GROWTH MANAGEMENT ACT (GMA) REFORM & LAND USE

Kennewick supports engagement in GMA reform conversation and secure dedicated planning funding. The City is against preemption of local land use authority.





REGIONAL BEHAVIOR HEALTH RECOVERY CENTER

The City supports the effort by Benton County to fund and build a recovery center in the Tri-Cities. The Center will provide over 550,000 individuals access to a full continuum of behavioral health services. The County anticipates design completion by mid-2023 with estimated construction costs of over \$13M. A partnership with the State on the next phase of the project is critical to its timely completion. The County anticipates requesting funding for construction of the Center in the 2023 capital budget.



THANK YOU!

Council Agenda Coversheet



Agenda Item Number	5.a.(1)	Council Date	12/21/2021
Agenda Item Type	Ordinance		
Subject	Add KMC Chapter 9.54 Regulating Public Camping		
Ordinance/Reso #	5959	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends adopting ordinance 5959.

Motion for Consideration

I move to adopt ordinance 5959.

Summary

Proposed code amendments, Ordinance 5959 and 5960, were discussed with council at the December 14th workshop. Ordinance 5959 will add a new chapter to Title 9 of the Kennewick Municipal Code – KMC 9.54 Regulating Public Camping. KMC 9.54 will prohibit public camping and storage of personal property on all City owned or maintained property. The new chapter will codify encampment removal policies and procedures and provide an enforcement mechanism for violations. The code will allow for discretion in charging decisions when adequate shelter space is not available or an individual is actively seeking housing and services. Ordinance 5960 will codify park rules and regulations and incorporates by reference the prohibition on camping. The code amendment will identify violations which are infractions and violations which are misdemeanors.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Dec 15, 10:34:20 GMT-0800 2021
Dept Head Approval	Lisa Beaton Dec 15, 11:03:26 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:27:12 GMT-0800 2021

Attachments:

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5959

AN ORDINANCE RELATING TO REGULATING PUBLIC CAMPING AND
ADDING CHAPTER 9.54 TO THE KENNEWICK MUNICIPAL CODE

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

Section 1. Chapter 9.54 of the Kennewick Municipal Code, be, and the same hereby is, added to
read as follows:

CHAPTER 9.54 REGULATING PUBLIC CAMPING

9.54.010	Purpose.
9.54.015	Definitions.
9.54.020	Unlawful camping.
9.54.025	Storage of personal property in public places.
9.54.030	Removal of unauthorized encampments and individual camps.
9.54.040	Penalty for violations.
9.54.050	Enforcement suspended.
9.54.060	Severability.

9.54.010 Purpose.

It is the purpose of this chapter to prevent harm to the health and safety of the public and environment, and to promote the public health, safety and general welfare and environment by keeping public streets, sidewalks, parks, and other City-owned and/or City-maintained public property within the City readily accessible to the public, and to prevent use of City-owned and/or City-maintained public property for camping purposes or storage of personal property which interferes with the rights of others to use the areas for the purposes for which they were intended.

(Ord. 5959 Sec 1., 2021)

9.54.015 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

- (1) *Actively Engaged in the Process of Exiting Homelessness*: “Actively Engaged in the Process of Exiting Homelessness” means an individual is presently participating in the activities necessary to achieve housing, whether temporary or permanent. The City of Kennewick recognizes that availability of permanent housing, transitional housing and treatment services will impact an individual’s ability to successfully move out of homelessness into housing; and therefore, there are no specific timelines outlined within Chapter 9.54 KMC. Such status

shall be determined by the city manager or designee. When determining whether an individual is actively engaged in the process of exiting homelessness, the city manager or designee shall take into account whether the individual is:

- (a) Actively working with or enrolled in a Benton and Franklin County Health and Human Services outreach program for emergency shelter and/or transitional housing; or
 - (b) Working with the Housing Authority or similar service provider seeking transitional housing; or
 - (c) Actively working with a street outreach program towards permanent housing or any other intervention requested by the individual (for example, treatment); or
 - (d) Participating in any other activity, program, or process deemed necessary to secure permanent housing.
- (2) *Camp*: “Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, remaining overnight, or parking a camper, recreational vehicle, trailer, or other vehicle for the purpose of remaining overnight.
 - (3) *Camp Facilities*: “Camp Facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.
 - (4) *Camp Paraphernalia*: “Camp Paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.
 - (5) *Contraband*: “Contraband” means any property that is unlawful to produce or possess.
 - (6) *Emphasis Area*: “Emphasis Area” means an identifiable area where the City has removed an encampment and has designated an encampment-prohibited area by installing signage as provided in KMC 9.54.030(3).
 - (7) *Litter*: “Litter” shall have the same meaning as used in KMC 10.08.050 as adopted or may be amended.
 - (8) *Park or Park Facility*: “Park or Park Facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools.
 - (9) *Personal Property*: “Personal Property” means an item that is:
 - (a) Reasonably recognizable as belonging to a person;
 - (b) In its present condition has apparent utility and/or value; and
 - (c) Is not hazardous or unsanitary.
 - (10) *Right-of-way*: “Right-of-way” shall have the same meaning as is stated in KMC 18.09.1820.

- (11) *Solid waste*: “Solid waste” shall have the same meaning as used in RCW 70A.205.015(22) as adopted or may be amended.
- (12) *Storm Water Drainage Facility*: “Storm Water Drainage Facility” shall have the same meaning as is stated in KMC 14.28.010(7).
- (13) *Store*: “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- (14) *Trail*: “Trail” means a public path constructed for the primary purpose of allowing recreational non-motorized transportation.
- (15) *Unauthorized Encampment*: “Unauthorized Encampment” means one or more camp facilities in an identifiable area which appear to be used for unlawful camping. For purposes of this chapter an identifiable area includes areas where the camp facilities are in sight of each other and/or areas where each camp facility is located within 300 feet of another camp facility.

(Ord. 5959 Sec 1., 2021)

9.54.020 Unlawful camping.

It is unlawful for any person to camp in the following City-owned and/or City-maintained areas, except as otherwise provided by the Kennewick Municipal Code or where specifically designated:

- (1) Any right-of-way;
- (2) Any trail, park, or park facility;
- (3) Any publicly owned parking lot or publicly owned area, improved or unimproved;
- (4) Any publicly owned storm water drainage facility; or
- (5) Any other City-owned or City-maintained property.

(Ord. 5959 Sec 1., 2021)

9.54.025 Storage of personal property in public places.

It is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following City-owned and/or City-maintained areas, except as otherwise provided by the Kennewick Municipal Code:

- (1) Any right-of-way;
- (2) Any trail, park, or park facility;
- (3) Any publicly owned parking lot or publicly owned area, improved or unimproved;
- (4) Any publicly owned storm water drainage facility; or
- (5) Any other City-owned or City-maintained property.

This section shall not apply to vehicles, including trailers, recreational vehicles, and campers, which are unoccupied and parked in rights-of-way, unless otherwise prohibited by law.

(Ord. 5959 Sec 1., 2021)

9.54.030 Removal of unauthorized encampments and individual camps.

Upon a determination by law enforcement or designated City personnel that an area constitutes an unauthorized encampment or that an individual is engaged in unlawful camping or storage of personal property in public places, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed subject to the following provisions:

- (1) If the unauthorized encampment, unlawful camping, or unlawful storage of personal property results in an immediate and significant risk of harm to any person or impedes pedestrian or vehicular traffic, then police, City staff, or contracted agent may immediately remove any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste, which shall be stored or disposed in the same manner as set forth in KMC 9.54.030(2)(b).
- (2) Prior to removing property from an unauthorized encampment or unlawful camp, or removing personal property unlawfully stored on City-owned or City-maintained public property other than those specified in KMC 9.54.030(1), the following shall occur:
 - (a) The City shall post at least a 72-hour advanced notice, which shall include the following:
 - (i) The address or location of the unauthorized encampment, unlawful camping, or unlawful storage of personal property;
 - (ii) A statement that camping or storage activity is prohibited by KMC 9.54.020 and/or 9.54.025;
 - (iii) A statement that any individual continuing to use the area for unlawful camping or storage of personal property may be subject to criminal penalties pursuant to Chapter 9.54 KMC;
 - (iv) A statement that any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste remaining after the notice period is subject to removal and, as may be applicable, temporary storage by the City.
 - (b) At the end of the 72 hour notice period, any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed by City personnel or agents thereof.
 - (i) Any personal property that is removed shall be stored by the City for at least 60 days prior to being disposed.
 - (ii) Notice of where personal property removed from the encampment may be claimed shall be posted at the location.
 - (iii) If the name and contact information for the owner of a particular item of personal property can reasonably be identified, the City

shall attempt to contact the identified owner and provide notice that the item has been removed and how to claim the item.

- (iv) Any contraband located at the area shall be seized and properly disposed or retained as evidence of criminal activity.
 - (v) Any litter or solid waste found at the area shall be properly disposed.
- (3) The City may identify a specific area as an Emphasis Area.
- (a) An area may not be identified as an Emphasis Area and enforcement of an Emphasis Area shall not commence until an encampment or obstruction removal has occurred, the area is otherwise free of encampments, and the area has been signed as an Emphasis Area.
 - (b) If an area has been designated an Emphasis Area, the area will be inspected by the City at least once per week. The area will be signed. The signage shall identify:
 - (i) The location of the Emphasis Area;
 - (ii) Camping is prohibited in the Emphasis Area;
 - (iii) Any camping material and/or storage of personal property found in the Emphasis Area may be removed without further notice;
 - (iv) Where any personal property removed is stored; and
 - (v) How any stored personal property may be claimed by its owner.
 - (c) Individuals camping in an Emphasis Area and their encampment associated personal property may be removed immediately as outlined in KMC 9.54.030(2)(b)(i)-(v).
 - (d) The City shall identify no more than 10 Emphasis Areas at any one time.

(Ord. 5959 Sec 1., 2021)

9.54.040 Penalty for violations.

Violation of any of the provisions of Chapter 9.54 KMC is a misdemeanor, and shall be punished upon conviction of such violation by a fine of not more than \$1,000 or by confinement not to exceed 90 days, or by both such fine and confinement.

(Ord. 5959 Sec 1., 2021)

9.54.050 Enforcement suspended.

- (1) Except as otherwise provided in this section, enforcement of criminal provisions of this chapter shall be suspended any time there is no space or beds available in regional homeless shelters that accept patrons from the City, or there are no emergency shelter vouchers through the Benton and Franklin Health and Human Services available, to the extent such available space or beds are required by law.

In such circumstances, all provisions of this chapter shall continue to apply to camping, storage of personal property, including camp facilities and camp paraphernalia, and unauthorized encampments at the following:

- (a) The real property containing City Hall; Public Works Facilities, Kennewick Police Station, all Fire Stations, Water and Waste Water Treatment Plants, all City Parks, Community Center, _____;
 - (b) Park facilities, including but not limited to all buildings, structures, equipment, signs, shelters, swimming pools, water recreation facilities, playgrounds, bathrooms, courts or designated sports fields available for reservation, or any other fixture or improvement and the real property within 30 feet of such facilities. Unless constructed as a part of such park facility, natural vegetation shall not be considered a “park facility” for purposes of this section;
 - (c) Public rights-of-way and City-owned real property within 30 feet of such rights-of-way; and
 - (d) Publicly owned storm water drainage facilities.
- (2) Enforcement of the criminal provisions of this chapter may also be temporarily suspended by law enforcement or the city manager or designee for the purpose of allowing an individual actively engaged in the process of exiting homelessness to continue working towards exiting homelessness; provided, that such suspension shall not authorize any individual to be located at any of the locations identified in KMC 9.54.050(1). Such suspension may only occur during the period while an individual is actively engaged in the process of exiting homelessness. Nothing in this section shall guarantee or create rights to have enforcement of this chapter waived or suspended for any individual found to be violating the terms of this chapter. This section shall not preclude enforcement of this chapter against a person actively engaged in exiting homelessness where the violation results in a significant risk of harm to any person or impedes pedestrian or vehicular traffic, or where the person violates any other federal, state, or local law. Failure to work toward exiting homelessness and/or failure to follow other park and City regulations will result in immediate enforcement of Chapter 9.54 KMC subject to shelter bed availability as required by law. The city manager or their designee may adopt such rules and procedures necessary to identify individuals actively engaged in exiting homelessness and to notify the Kennewick police department of such individuals.
- (3) Nothing in this chapter shall preclude enforcement of any other federal, state, or local laws.

(Ord. 5959 Sec 1., 2021)

9.54.060 Severability.

If any portion of this chapter, or its application to any person or circumstances, is held invalid, the validity of the chapter as a whole, or any other portion thereof, or the application of

the provision to other persons or circumstances is not affected.

(Ord. 5959 Sec 1., 2021)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5959 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet



Agenda Item Number	5.a.(2)	Council Date	12/21/2021
Agenda Item Type	Ordinance		
Subject	Amending KMC 10.08.040 City Parks Regulations		
Ordinance/Reso #	5960	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends adopting Ordinance 5960.

Motion for Consideration

I move to adopt Ordinance 5960.

Summary

These proposed code amendments, Ordinance 5959 and 5960 were discussed with council at the December 14th workshop. Ordinance 5959 will add a new chapter to Title 9 of the Kennewick Municipal Code – KMC 9.54 Regulating Public Camping. KMC 9.54 will prohibit public camping and storage of personal property on all City owned or maintained property. The new chapter will codify encampment removal policies and procedures and provide an enforcement mechanism for violations. The code will allow for discretion in charging decisions when adequate shelter space is not available or an individual is actively seeking housing and services. Ordinance 5960 will codify park rules and regulations and incorporates by reference the prohibition on camping. The code amendment will identify violations which are infractions and violations which are misdemeanors.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Dec 15, 10:36:26 GMT-0800 2021
Dept Head Approval	Lisa Beaton Dec 15, 11:06:10 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:28:14 GMT-0800 2021

Attachments: Ordinance Ordinance-redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5960

AN ORDINANCE RELATING TO CITY PARK REGULATIONS AND
AMENDING SECTION 10.08.040 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 10.08.040 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.08.040: - City Park Regulations.

- (1) Purpose. City parks, including facilities are established and maintained by the City for public recreational purposes. Chapter 10.08 KMC is an exercise of the police power of the City, and its provisions shall be liberally construed for the preservation and protection of the natural environment, public peace, health, safety and welfare. Unlawful and inappropriate behavior in City parks diminishes these precious assets and deprives citizens individually and as a whole of the full use and enjoyment of the natural beauty, recreational opportunities, and peaceful repose that parks are intended to preserve.
- (2) Rules governing use of City parks and facilities – violation an infraction. Any person violating any of the below noted provisions shall have committed a class 3 infraction.
 - (a) All dogs must be on leashes.
 - (b) No horse riding is allowed.
 - (c) Areas being irrigated or mowed are closed to public use.
 - (d) No golf practice use, except within the boundaries of the Columbia Park Golf Course.
 - (e) Pet owners must pick up pet waste and deposit in refuse containers.
 - (f) At the fishing lagoon at the east end of Columbia Park; only juveniles (14 years and younger) and persons with disabilities with a reduced fee license are allowed to fish; fishing season is year round; daily fishing limit is a total of five (5) game fish, no minimum size; no bird feeding; no swimming allowed; no floating devices allowed without a permit; no ice skating or ice fishing.
 - (g) Tobacco products use is not permitted within 20-feet of park playgrounds and tot-lots.
- (3) Rules governing use of City parks and facilities – violations a misdemeanor. Any person violating any of the below noted provisions shall be guilty of a misdemeanor

- (a) Eastgate, Southridge, Highlands Grange, Lawrence Scott, and Hansen Park, close at 9:00 p.m. until 6:00 a.m. All other City Parks close one-half hour after sunset until 6:00 a.m. Written permission from City of Kennewick Parks Department may be obtained for special events; an exception is granted from these hours for access to and from Columbia Park Golf Course for food and beverage service with approved vendor during regular business hours.
- (b) Defacing or destroying property is prohibited.
- (c) All waste material must be deposited in refuse cans.
- (d) No alcohol allowed on park/recreation premises. Written permission may be obtained for special events in Columbia Park.
- (e) Camping. Camping in City parks and facilities is defined and regulated pursuant to KMC Chapter 9.54.
- (f) Fires. No person shall ignite or maintain any fire or participate in igniting, maintaining, or using any fire within open space, trail, park or facility unless specifically authorized by the Kennewick Parks and Recreation Department.
- (g) Dumping in Water Prohibited. No person shall deposit any waste or refuse of any nature, including human or animal waste, into any river, stream, or other body of water running in, through, or adjacent to any City park.
- (h) Interference with Trails: No person shall place, deposit, or otherwise locate any object, structure or device, whether natural or artificial, that threatens or endangers any trail, interferes with normal use of the trail, or that threatens or endangers any person traveling thereon.
- (i) Outside Household or Commercial Waste. No person shall bring in or deposit household or commercial herbage or other waste which is brought in such form from any private property, in any City park or facility garbage can or other receptacle.
- (j) Waste from Vehicles. No person shall drain or dump refuse or waste from any trailer, camper, automobile, or other vehicle in any City park or facility.

(Ord. 5960 Sec 1., 2021; Ord. 2855 Sec. 2, 1984; Ord. 2089 Sec. 2(part), 1977)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5960 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5960

AN ORDINANCE RELATING TO CITY PARK REGULATIONS AND
AMENDING SECTION 10.08.040 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 10.08.040 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

10.08.040: - City Park Regulations.

- (1) Purpose. City parks, including facilities are established and maintained by the City for public recreational purposes. Chapter 10.08 KMC is an exercise of the police power of the City, and its provisions shall be liberally construed for the preservation and protection of the natural environment, public peace, health, safety and welfare. Unlawful and inappropriate behavior in City parks diminishes these precious assets and deprives citizens individually and as a whole of the full use and enjoyment of the natural beauty, recreational opportunities, and peaceful repose that parks are intended to preserve.
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- (a) Eastgate, Southridge, Highlands Grange, Lawrence Scott, and Hansen Park, close at 9:00 p.m. until 6:00 am. All other City Parks close one-half hour after sunset until 6:00 a.m. Written permission from City of Kennewick Parks Department may be obtained for special events; an exception is granted from these hours for access to and from Columbia Park Golf Course for food and beverage service with approved vendor during regular business hours.
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- (c) All waste material must be deposited in refuse cans.
- (d) No alcohol allowed on park/recreation premises. Written permission may be obtained for special events in Columbia Park.
- (e) Camping. Camping in City parks and facilities is defined and regulated pursuant to KMC Chapter 9.54.
- (f) Fires. No person shall ignite or maintain any fire or participate in igniting, maintaining, or using any fire within open space, trail, park or facility unless specifically authorized by the Kennewick Parks and Recreation Department.
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- (i) Outside Household or Commercial Waste. No person shall bring in or deposit household or commercial herbage or other waste which is brought in such form from any private property, in any City park or facility garbage can or other receptacle.
- (j) Waste from Vehicles. No person shall drain or dump refuse or waste from any trailer, camper, automobile, or other vehicle in any City park or facility.

~~It is unlawful for any person to violate any posted rule or regulation of the Kennewick Park Commission. Violation of a park rule which independently is a criminal act shall be punished as the crime; violation is otherwise an infraction.~~

~~(Ord. 5960 Sec 1., 2021; Ord. 2855 Sec. 2, 1984; Ord. 2089 Sec. 2(part), 1977)~~

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5960 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 22nd day of
December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	12/21/2021
Agenda Item Type	Ordinance		
Subject	Access to or Copies of City Records		
Ordinance/Reso #	5961	Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

City staff recommends Council adopt Ordinance 5961.

Motion for Consideration

I move to adopt Ordinance 5961.

Summary

At the December 14, 2021, City Council Workshop, city staff reviewed recommended changes to the City's Public Records Policy (KMC 1.40). Other than a minor modification to update the contact information, the policy has not been substantially updated since its inception in 2017.

This revision incorporates best practices, changes from legislation, and with case law rulings. In addition to minor changes, a few key modifications are recommended:

- Waiving nominal charges. 1.40.90(3)(b)
- Mailing fee details. 1.40.090(6)
- Detailing deadlines. 1.40.110(3)
- Empowering customers in addressing concerns. 1.40.110(5)
- Striking impermissible language in compliance with Kilduff v. San Juan County. 1.40.120(4)
- Encouraging prompt action from customers. 1.40.160(2)
- Increasing turnaround time for records transmittals. 1.40.170(a)
- Clarifying deadlines. 1.40.170(b)

Our Public Records Policy protects citizen access to public records and provides a framework for administering public records requests effectively and efficiently.

Alternatives

Alternatives are not recommended.

Fiscal Impact

None.

Through	Krystal Townsend Dec 16, 11:39:20 GMT-0800 2021
Dept Head Approval	Terri Wright Dec 17, 10:07:19 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:30:26 GMT-0800 2021

Attachments:

Ordinance
Ordinance-redline

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5961

AN ORDINANCE RELATING TO REQUESTS FOR ACCESS TO OR COPIES OF CITY RECORDS AND AMENDING SECTIONS 1.40.010, 1.40.030, 1.40.060, 1.40.090, 1.40.110, 1.40.120, 1.40.160, AND 1.40.170, OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 1.40.030 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.030: Agency Description—Contact Information—Public Records Officer.

- (1) Any person wishing to request access to public records of the City, or seeking assistance in making such a request, shall contact the City's Public Records Officer.
- (2) The Public Records Officer will oversee compliance with the Act but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Public Records Specialist.
- (3) The Public Records Officer or designee(s) will provide the fullest assistance to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City.
- (4) When using these Rules, references to the Public Records Officer should be interpreted to also include his/her designees.
- (5) Requests for records other than Police records. Requests to inspect or copy any records maintained by the City, other than Police records, should be made to the Public Records Officer at:

City of Kennewick
Public Records Officer - City Clerk's Office
Public Records Request Center - (as the primary and preferred method)
210 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-4578
Fax: (509) 585-4445
Email: PRRequest@ci.kennewick.wa.us

- (6) Requests for Police Records. Requests to inspect or copy records maintained by the City's Police Department shall be made to the Public Records Specialist at:

Kennewick Police Department
Records Specialist – City Clerk’s Office
Public Records Request Center - (as the primary and preferred method)
211 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-4507
Fax: (509) 582-9528
Email: PolicePDR@ci.kennewick.wa.us

- (7) Internet access to records. Many records are also available on the City of Kennewick website. Requestors are encouraged to preserve taxpayer resources by viewing documents available on the website prior to submitting a public records request. In accordance with RCW 42.56.520(2) the City may satisfy its obligation by providing an internet address and link on the agency's web site to the specific records requested.
- (8) A computer kiosk is located in the lobby of City Hall and provides customers with direct access to the Public Records Request Center. City staff members are available to assist customers with this service.
- (9) The "City" does not include the Kennewick Public Facilities District, the Kennewick Housing Authority, or any other independent body. Requests of those agencies will not be coordinated via the City of Kennewick's Public Records Officer and shall be made directly to those agencies by the requestor.

(Ord. 5961 Sec. 1, 2021, Ord. 5805 Sec. 1, 2019; Ord. 5708 Sec. 1 (part), 2017)

Section 2. Section 1.40.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.060: Procedures for Exemptions and Redactions.

- (1) The City reserves the right to redact identifying details when disclosing the public record if there is reason to believe that disclosure of such details would be an invasion of personal privacy or involves exempt material as noted above in 1.40.040. When exempt portions of Public Records can be redacted, the remainder thereof shall be open to public inspection and copying.
- (2) Exemption Log. If the City determines that a record is subject to an exemption and is withholding the record in its entirety, the City shall prepare an exemption log that contains the following information:
 - (a) A description of the exemption including the statutory reference;
 - (b) The type of record being withheld;
 - (c) A short explanation of how the exemption applies to the record (or part) being withheld;

- (d) The date the record was created;
 - (e) The number of pages;
 - (f) The author and recipient, or if otherwise protected, other means of sufficiently identifying particular records without disclosing protected contents; and
 - (g) Where the use of any identifying features would reveal protected contents, the City may designate the record with a numbered sequence.
- (3) Notice of Redaction/Redaction Log. If the City determines that part of a record is subject to an exemption, the City shall redact the exempt portion(s), provide the non-exempt portions and note the redaction(s) in correspondence to the requestor or by creating a Redaction Log for numerous exemptions. The following information shall be included in writing:
- (a) A color-coded text overlay on pdf documents where the exemption occurs;
 - (b) A description of the exemption including the statutory reference; and
 - (c) A short explanation of how the exemption applies to the record (or part) being withheld.
- (4) Exemption and Redaction Logs for non-routine requests are to be reviewed by the City Attorney's Office prior to being provided to the requestor.

(Ord. 5961 Sec. 2, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 3. Section 1.40.090 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.090: Costs of Providing Copies of Public Records.

- (1) There is no fee for inspecting public records.
- (2) The City does not charge a fee for locating records.
- (3) There is a cost to receive copies of records as described in the City's fee schedule which is adopted by Council resolution.
 - (a) The fee schedule is available at City Hall, the Kennewick Police Department and on the City's website.
 - (b) When the cost is nominal (under \$1.00), the City may waive the fee if it determines it is more efficient to do so. However, persons who make multiple records requests may be required to pay nominal fees when it's estimated the total of their collective requests may exceed \$1.00.
 - (c) The decision to waive nominal fees shall not be based solely upon the identity of the requestor nor for the purpose (or presumed purpose) of the request.

- (4) For security reasons and to avoid unreasonable disruption of operations, the City cannot offer copying facilities for public use or open files beyond business hours.
- (5) Before beginning to make copies, the Public Records Officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The Public Records Officer, or designee, may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing the installment. The City will not charge sales tax when it makes copies of public records.
- (6) Cost of Mailing. The City may also charge the actual costs of mailing, including the cost of the shipping container and the actual staff time spent preparing the records for mailing.
- (7) Fees are normally waived for government agencies or when supplying the copy would be in the City's interest.
- (8) Customized Access is a matter of law as noted in RCW 42.56.120. The City may assess a customized service charge for exceptionally large records requests that require staff and resources beyond what is normally available to the agency. The fee is in addition to the authorized copying costs, and may include reimbursement for the actual costs of providing the records. A customized service charge is warranted if:
 - (a) Fulfilling the request requires extensive use of information technology resources to identify, locate, format, or translate a record, or provide electronic access services; or
 - (b) The request requires specialized analytical, research, or supervisory assistance to identify, locate, compile, or transfer the records.
- (9) This policy does not apply to records sought under the rules of discovery in the course of litigation. If a requestor is seeking records under discovery, they need to make their request to the City Attorney's Office and not through this policy. All records requests made under this policy, regardless of intended use are subject to RCW 42.56 (including the exemptions allowed under the Act).
- (10) GIS Information is available pursuant to KMC 1.40.100.
- (11) Requests for Replacement Jobsite Plans:
 - (a) The City maintains (for a period of 90 days following project completion) a set of submitted plans in their original format. The City does not retain a stamped set of plans. Therefore, customers are responsible for protecting their stamped originals from loss, damage and destruction and for maintaining a copy of the stamped plans at the jobsite at all times.
 - (b) To obtain a replacement set of stamped jobsite plans, please submit your request and payment to the customer service permit desk (subject to current fee schedule) and not through this policy.

(Ord. 5961 Sec. 3, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 4. Section 1.40.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.110: Prompt Responses Required.

- (1) Within five business days of receiving a valid/proper public records request, the Public Records Officer must respond to the requestor in (one or more of) the following ways:
 - (a) Providing the record;
 - (b) Providing an internet address and link on the City's website to the specific records requested, except that if the requester notifies the City that he or she cannot access the records through the internet, then the City will provide copies of the record;
 - (c) Acknowledging that the City has received the request and providing a reasonable estimate of the time required to respond to the request;
 - (d) Requesting clarification from the requestor; or
 - (e) Denying the public records request.
- (2) Additional time required to respond to a request may be based upon the need to clarify the intent of the request, collaborate with the requestor to ensure a successful search, to locate and assemble the information requested, to notify third persons or agencies affected by the request, or to determine whether any of the information requested is exempt and that a denial should be made as to all or part of the request and to prepare redaction logs as appropriate.
- (3) As a courtesy, rather than denying an invalid request outright, the Public Records Officer may provide the requestor an opportunity to rephrase a request that does not sufficiently describe an identifying document. Such opportunity will include a deadline for response. This courtesy is extended based upon availability of staff time and resources. The request will be considered "received" on the next business day after the "existing, identifiable" records have been described. If the requestor fails to properly identify existing records by the deadline the City need not respond to it.
- (4) Denials of requests must be accompanied by a written statement of the specific reasons therefor in accordance with RCW 42.56.
- (5) Should a requestor not receive a timely response to their request as described above, the requestor should contact the public records officer to determine the reason for the failure to respond.

The City is committed to assisting the public with accessing the records and encourages requestors to avoid delays in contacting the Public Records Officer/Specialist.

(Ord. 5961 Sec. 4, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 5. Section 1.40.120 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.120: Administrative Review of Actions by the Public Records Officer.

- (1) Any person who objects to the denial of a request for a public record or the closure of a public records request shall petition for prompt review of such action by tendering a written request for review to the City Attorney. The written request shall specifically refer to the written statement by the Public Records Officer or other staff member which constituted or accompanied the action taken.
- (2) Immediately after receiving a written request for review of a decision of the Public Records Officer, the City Attorney (or designee) shall request a response from the Public Records Officer or other person who responded to the request. The City Attorney (or designee) will immediately consider the matter and either affirm or reverse such action within two business days following the receipt of the written request for review of the action.
- (3) Administrative remedies shall not be considered exhausted until the City Attorney (or designee) has made a written decision, or until the close of the second business day following receipt of the written request for review of the action of the Public Records Officer, whichever occurs first.

(Ord. 5961 Sec. 5, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 6. Section 1.40.160 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.160: Providing Records in Installments.

It is the City's goal to provide requestors with the records they seek as quickly as possible. Therefore, the Public Records Officer or designee, will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way.

- (1) If, within 30 days, the requestor fails to inspect (or provide payment for) the entire set of records or one or more of the installments, the Public Records Officer or designee may stop searching for the remaining records and close the request.
- (2) The City may suspend work to satisfy the request while awaiting payment or inspection of the records.

(Ord. 5961 Sec. 6, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 7. Section 1.40.170 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.170: Closing the Request.

- (1) The Public Records Officer shall provide requestors 30 days to respond to requests from the City to retrieve/review documents and/or provide payment (reproduction expenses or deposits). This notice shall be made in writing and shall include the deadline to respond. The notice shall also provide language alerting the requestor that their request will be automatically closed at the end of the deadline if they do not adequately respond. Should the 30 days lapse without the appropriate action of the requestor, the request will be listed as abandoned and closed. No further work will take place on the request.
 - (a) Postmarks for payments are not accepted. Requestors shall plan ahead for deadlines which fall on weekends or holiday closures.
 - (b) The City shall release records to the requestor no more than four business days following receipt of payment.(2) The City of Kennewick is not required to retain records longer than the minimum length of time prescribed by law. In order to not artificially extend the retention period of records and/or cause disorganization of the City's records, copies of records compiled for abandoned requests will not be retained. Therefore, records compiled for abandoned requests may not be available for later submittals.
- (3) Requestors are urged to take timely action to prevent their requests from lapsing into an abandoned status.

(Ord. 5961 Sec. 7, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 8. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December 2021, and signed in authentication of its passage this 21st day of December, 2021.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5961 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of December, 2021.

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5961

AN ORDINANCE RELATING TO REQUESTS FOR ACCESS TO OR COPIES OF CITY RECORDS AND AMENDING SECTIONS 1.40.010, 1.40.030, 1.40.060, 1.40.090, 1.40.110, 1.40.120, 1.40.160, AND 1.40.170, OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 1.40.030 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.030: Agency Description—Contact Information—Public Records Officer.

- (1) Any person wishing to request access to public records of the City, or seeking assistance in making such a request, shall contact the City's Public Records Officer.
- (2) The Public Records Officer will oversee compliance with the Act but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Public Records Specialist.
- (3) The Public Records Officer or designee(s) will provide the fullest assistance to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing excessive interference with essential functions of the City.
- (4) When using these Rules, references to the Public Records Officer should be interpreted to also include his/her designees.
- (5) Requests for records other than Police records. Requests to inspect or copy any records maintained by the City, other than Police records, should be made to the Public Records Officer at:

City of Kennewick
Public Records Officer - City Clerk's Office
Public Records Request Center - (as the primary and preferred method)
210 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-4578
Fax: (509) 585-4445
Email: PRRequest@ci.kennewick.wa.us

- (6) Requests for Police Records. Requests to inspect or copy records maintained by the City's Police Department shall be made to the Public Records Specialist at:

Kennewick Police Department
Records Specialist – City Clerk’s Office
Public Records Request Center - (as the primary and preferred method)
211 West 6th Avenue
P.O. Box 6108
Kennewick, WA 99336
Telephone: (509) 585-~~4208~~-4507
Fax: (509) 582-9528
Email: PolicePDR@ci.kennewick.wa.us

- (7) Internet access to records. Many records are also available on the City of Kennewick website. Requestors are encouraged to preserve taxpayer resources by viewing documents available on the website prior to submitting a public records request. In accordance with RCW 42.56.520(2) the City may satisfy its obligation by providing an internet address and link on the agency's web site to the specific records requested.
- (8) A computer kiosk is located in the lobby of City Hall and provides customers with direct access to the Public Records Request Center. City staff members are available to assist customers with this service.
- (9) The "City" does not include the Kennewick Public Facilities District, the Kennewick Housing Authority, or any other independent body. Requests of those agencies will not be coordinated via the City of Kennewick's Public Records Officer and shall be made directly to those agencies by the requestor.

(Ord. 5961 Sec. 1, 2021, Ord. 5805 Sec. 1, 2019; Ord. 5708 Sec. 1 (part), 2017)

Section 2. Section 1.40.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.060: Procedures for Exemptions and Redactions.

- (1) The City reserves the right to redact identifying details when disclosing the public record if there is reason to believe that disclosure of such details would be an invasion of personal privacy or involves exempt material as noted above in 1.40.040. When exempt portions of Public Records can be redacted, the remainder thereof shall be open to public inspection and copying.
- (2) Exemption Log. If the City determines that a record is subject to an exemption and is withholding the record in its entirety, the City shall prepare an exemption log that contains the following information:
 - (a) A description of the exemption including the statutory reference;
 - (b) The type of record being withheld;
 - (c) A short explanation of how the exemption applies to the record (or part) being withheld;

- (d) The date the record was created;
 - (e) The number of pages;
 - (f) The author and recipient, or if otherwise protected, other means of sufficiently identifying particular records without disclosing protected contents; and
 - (g) Where the use of any identifying features would reveal protected contents, the City may designate the record with a numbered sequence.
- (3) Notice of Redaction/Redaction Log. If the City determines that part of a record is subject to an exemption, the City shall redact the exempt portion(s), provide the non-exempt portions and note the redaction(s) in correspondence to the requestor or by creating a Redaction Log for numerous exemptions. The following information shall be included in writing:
- (a) A color-coded text overlay on pdf documents ~~Page number~~ where the exemption occurs;
 - (b) A description of the exemption including the statutory reference; and
 - (c) A short explanation of how the exemption applies to the record (or part) being withheld.
- (4) Exemption and Redaction Logs for non-routine requests are to be reviewed by the City Attorney's Office prior to being provided to the requestor.

(Ord. 5961 Sec. 2, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 3. Section 1.40.090 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.090: Costs of Providing Copies of Public Records.

- (1) There is no fee for inspecting public records.
- (2) The City does not charge a fee for locating records.
- (3) There is a cost to receive copies of records as described in the City's fee schedule which is adopted by Council resolution.
 - (a) The fee schedule ~~for City Hall and Fire Department records~~ is available at City Hall, the Kennewick Police Department and on the City's website.
 - (b) ~~The fee schedule for Police records is available at the Police Department and on the City's website.~~ When the cost is nominal (under \$1.00), the City may waive the fee if it determines it is more efficient to do so. However, persons who make multiple records requests may be required to pay nominal fees when it's estimated the total of their collective requests may exceed \$1.00.

(c) The decision to waive nominal fees shall not be based solely upon the identity of the requestor nor for the purpose (or presumed purpose) of the request.

- (4) For security reasons and to avoid unreasonable disruption of operations, the City cannot offer copying facilities for public use or open files beyond business hours.
- (5) Before beginning to make copies, the Public Records Officer or designee may require a deposit of up to ten percent of the estimated costs of copying all the records selected by the requestor. The Public Records Officer, or designee, may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing the installment. The City will not charge sales tax when it makes copies of public records.
- (6) Cost of Mailing. The City may also charge the actual costs of mailing, including the cost of the shipping container and the actual staff time spent preparing the records for mailing.
- (7) Fees are normally waived for government agencies or when supplying the copy would be in the City's interest.
- (8) Customized Access is a matter of law as noted in RCW 42.56.120. The City may assess a customized service charge for exceptionally large records requests that require staff and resources beyond what is normally available to the agency. The fee is in addition to the authorized copying costs, and may include reimbursement for the actual costs of providing the records. A customized service charge is warranted if:
 - (a) Fulfilling the request requires extensive use of information technology resources to identify, locate, format, or translate a record, or provide electronic access services; or
 - (b) The request requires specialized analytical, research, or supervisory assistance to identify, locate, compile, or transfer the records.
- (9) This policy does not apply to records sought under the rules of discovery in the course of litigation. If a requestor is seeking records under discovery, they need to make their request to the City Attorney's Office and not through this policy. All records requests made under this policy, regardless of intended use are subject to RCW 42.56 (including the exemptions allowed under the Act).
- (10) GIS Information is available pursuant to KMC 1.40.100.
- (11) Requests for Replacement Jobsite Plans:
 - (a) The City maintains (for a period of 90 days following project completion) a set of submitted plans in their original format. The City does not retain a stamped set of plans. Therefore, customers are responsible for protecting their stamped originals from loss, damage and destruction and for maintaining a copy of the stamped plans at the jobsite at all times.

- (b) To obtain a replacement set of stamped jobsite plans, please submit your request and payment to the customer service permit desk (subject to current fee schedule) and not through this policy.

(Ord. 5961 Sec. 3, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 4. Section 1.40.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.110: Prompt Responses Required.

- (1) Within five business days of receiving a valid/proper public records request, the Public Records Officer must respond to the requestor in (one or more of) the following ways:
 - (a) Providing the record;
 - (b) Providing an internet address and link on the City's website to the specific records requested, except that if the requester notifies the City that he or she cannot access the records through the internet, then the City will provide copies of the record;
 - (c) Acknowledging that the City has received the request and providing a reasonable estimate of the time required to respond to the request;
 - (d) Requesting clarification from the requestor; or
 - (e) Denying the public records request.
- (2) Additional time required to respond to a request may be based upon the need to clarify the intent of the request, collaborate with the requestor to ensure a successful search, to locate and assemble the information requested, to notify third persons or agencies affected by the request, or to determine whether any of the information requested is exempt and that a denial should be made as to all or part of the request and to prepare redaction logs as appropriate.
- (3) As a courtesy, rather than denying an invalid request outright, the Public Records Officer may provide the requestor an opportunity to rephrase a request that does not sufficiently describe an identifying document. Such opportunity will include a deadline for response. This courtesy is extended based upon availability of staff time and resources. ~~If, within 30 days, the requestor fails to properly identify existing records rephrase the request by the deadline so that they have described an existing, identifiable document(s), the City need not respond to it.~~ The request will ~~not~~ be considered "received" on the next business day after the until it sufficiently requests and describes "existing, identifiable" records have been described. ~~The five-day deadline will begin on the date the request was properly submitted. If the requestor fails to properly identify existing records by the deadline the City need not respond to it.~~

- (4) Denials of requests must be accompanied by a written statement of the specific reasons therefor in accordance with RCW 42.56.
- (5) Should a requestor not receive a timely response to their request as described above, the requestor ~~shall be responsible for contacting the agency to confirm receipt of the request and that it complied with the requirements of RCW 42.56 and this policy should contact the public records officer to determine the reason for the failure to respond.~~

The City is committed to assisting the public with accessing the records and encourages requestors to avoid delays in contacting the Public Records Officer/Specialist.

(Ord. 5961 Sec. 4, 2021, Ord. 5708 Sec. 1 (part), 2017)

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- (2) Immediately after receiving a written request for review of a decision of the Public Records Officer, the City Attorney (or designee) shall request a response from the Public Records Officer or other person who responded to the request. The City Attorney (or designee) will immediately consider the matter and either affirm or reverse such action within two business days following the receipt of the written request for review of the action.
- (3) Administrative remedies shall not be considered exhausted until the City Attorney (or designee) has made a written decision, or until the close of the second business day following receipt of the written request for review of the action of the Public Records Officer, whichever occurs first.
- ~~(4) No lawsuit to review the action taken, compel the production of a public record, or impose a penalty or attorney fees shall be brought before the administrative remedies set out in this section have been exhausted by the party seeking the record.~~

-(Ord. 5961 Sec. 5, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 6. Section 1.40.160 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

1.40.160: Providing Records in Installments.

It is the City's goal to provide requestors with the records they seek as quickly as possible. Therefore, ~~When the request is for a large number of records,~~ the Public Records Officer or designee, will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way.

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 - (b) The City shall release records to the requestor no more than four business days following receipt of payment.
- (2) ~~The Public Records Officer shall notify requestors that t~~The City of Kennewick is not required to retain records longer than the minimum length of time prescribed by law. In order to not artificially extend the retention period of records and/or cause disorganization of the City's records, copies of records compiled for abandoned requests will not be retained. Therefore, records compiled for abandoned requests may not be available for later submittals.
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(Ord. 5961 Sec. 7, 2021, Ord. 5708 Sec. 1 (part), 2017)

Section 8. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December 2021, and signed in authentication of its passage this 21st day of December, 2021.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5961 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of December, 2021.

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	12/21/2021
Agenda Item Type	Ordinance		
Subject	Charter Cable Franchise Agreement		
Ordinance/Reso #	5962	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends approving the Charter Cable Franchise Agreement and adopting Ordinance 5962.

Motion for Consideration

I move to adopt ordinance 5962.

Summary

The City and Charter Communications have completed negotiations for renewal of Charter's franchise agreement with the City. As council may recall a franchise agreement is a contract between the City and a private or public utility for the use of the public rights-of-way to deliver its services. The new franchise agreement is non-exclusive and has a ten - year term. This agreement updates the terminology, rights and responsibilities of the parties to be consistent with current federal and state law. The franchise maintains the current franchise fee of 5% of gross revenues; the fee is offset against the City's utility tax. Cable is the only private utility wherein the City is allowed by federal law to impose a franchise fee. This franchise agreement provides improved indemnification and insurance provisions. It requires Charter to comply with all City street construction and permit standards. As a part of the agreement Charter has agreed to continue to supply a basic cable connection to four City facilities including City Hall free of charge, however, under current federal law the fair market value of this in-kind service is off-set against the franchise fee. Lastly, the agreement preserves the City's ability to apply for a Public Education and Government Access (PEG) channel if in the future the City decides to invest in that program. To date the City has not pursued a PEG channel as the costs to Charter to provide access is passed on to the cable subscribers in the City.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Dec 15, 13:35:29 GMT-0800 2021
Dept Head Approval	Lisa Beaton Dec 15, 13:42:46 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:32:29 GMT-0800 2021

Attachments: Ordinance

Recording Required?

**CITY OF KENNEWICK
ORDINANCE NO. 5962**

AN ORDINANCE OF THE CITY OF KENNEWICK GRANTING A NON-EXCLUSIVE CABLE FRANCHISE TO SPECTRUM PACIFIC WEST, LLC, WITHIN THE PUBLIC WAYS OF THE CITY OF KENNEWICK

This Franchise Agreement (“**Franchise**”) is between the City of Kennewick, Washington, hereinafter referred to as the “Grantor” and, Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the City of Kennewick (the “City” or “Grantor”) granted a cable franchise to TCI Cablevision of Southeast Washington (“TCI”) by way of Ordinance No. 3504 effective September 5, 1994 (the “Franchise”); and

WHEREAS, TCI transferred the Franchise to Falcon Video Communications, L.P., locally known as Charter Communications (“Charter”); and

WHEREAS, under an internal restructuring Spectrum Pacific West, LLC, is now locally known as Charter Communications (“Charter”); and

WHEREAS, the City of Kennewick has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming and quality customer service; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions, which are acceptable to both parties;

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

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” shall mean any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or

control with Charter, but does not include affiliated entities that are not involved with the use, management, operation, construction, or repair and/or maintenance of the Cable System.

- B. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- C. “*Council*” shall mean the governing body of the Grantor.
- D. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- E. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- F. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- G. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. “Franchise” shall mean the non-exclusive rights granted pursuant to this agreement to construct operate and maintain a Cable System along the public rights-of-ways within the Franchise Area.
- I. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- J. “Gross Revenue” – All revenue received by Grantee, or an Affiliate which is a cable operator and only to the extent such amounts are earned from the operation of Grantee’s Cable System within the City to provide Cable Services, arising from the operation of Grantee’s Cable System in the Franchise Area to provide Cable Services as calculated in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall include, but are not limited to, the following
 - 1) Fees for Basic Cable Service;
 - 2) Fees charged to Subscribers for any Cable Service tier other than Basic Cable Service;
 - 3) Fees charged for premium Cable Services;
 - 4) Fees charged to Subscribers for any optional, per-Channel or per-program Cable Services;
 - 5) Fees charged for video-on-demand;
 - 6) Fees for installation, additional outlets, relocation, disconnection, and reconnection and change-in-service fees for Cable Services;
 - 7) Service plan protection fees related to Cable Service;

- 8) Fees for payments made to customer service representatives directly;
- 9) Fees for Leased Access Channels;
- 10) Rental of all Cable Service equipment, including converters and remote control devices;
- 11) Any locally-derived advertising revenues less commissions paid to third parties;
- 12) Locally derived revenues or commissions from home shopping channels;
- 13) Late payment fees related to Cable Service;
- 14) Billing and collection fees related to Cable Service; and
- 15) Franchise Fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refunded deposits, or any taxes on services furnished by Grantee and imposed directly upon any Subscriber by the Grantee, state, federal or other governmental unit.

- K. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- L. “Service Area” shall mean the area described in subsection 5.1 hereto.
- M. “Standard Specifications and Details” governs all public works construction within and for the City consistent with KMC 5.56.040.
- N. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- O. “State” shall mean the State of Washington.
- P. “Right-of-Way” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements dedicated for compatible use and consistent with Section 621 of the Cable Act, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- Q. “Subscriber” shall mean any Person who is billed for and authorized to receive Grant of Franchise.

1.2 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise to operate a Cable System within the City, and Grantee is authorized to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Rights-of-Way, now in existence and as may be created or established during the Term, all such Equipment as may be necessary and appurtenant to said Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

1.3 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.9.

1.4 Police Powers. The rights granted in this Franchise are subject to the City's exercise of its police powers, and nothing in this Franchise shall be read to limit the exercise of those powers. The City does not waive requirements of various codes, ordinances, and resolutions, including zoning codes and codes regarding building permits and fees, or time or manner of construction, as long as they shall apply under the City's police powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

1.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

1.6 Equal Protection.

- A. Equal Protection. If any other provider or carrier of Cable Services or video programming (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the Right-of-Way, and if the material obligations applicable to Grantee with respect to (1) the area served; (2) public, educational, or governmental access requirements; (3) franchise fees (4) customer service, (5) complimentary service to public buildings, or (6) records and reports are more burdensome or less favorable than those imposed on the competing operator, then the parties agree to amend or renew this Franchise following the procedures in Section 1.6(B) below. The parties agree that this provision may not require a word for word identical franchise or authorization for a competitive entity. The parties agree that, notwithstanding any provision of this subsection, the Grantor may not be obligated to comply with the provisions of this subsection to the extent doing so would cause the Grantor to violate applicable laws or FCC rules.

- B. In the event that a competitive provider or carrier is authorized by the City or by any other State or federal governmental entity to provide Cable Services or video programming using facilities in the Right-of-Way, as described in Section 1.6(A) above, the City shall provide written notice thereof to Grantee within a reasonable timeframe not to exceed twenty (20) days from the City Council's or other duly authorized representative of the City's approval, adoption, or execution of such authorization, whichever is earlier. If Grantee believes that such authorization contains material terms and conditions that are more favorable or less burdensome than the terms of this Franchise with respect to the areas identified in Section 1.6(A) above, Grantee shall, within thirty (30) days of receipt of such notice by the City,

submit to the City in writing (1) the basis for Grantee's belief that certain provisions of its Franchise place Grantee at a competitive disadvantage; (2) the provisions of this Franchise to be amended; and (3) specific language modifying any such Franchise provisions. The City and Grantee shall negotiate in good faith such amendments to the Franchise within thirty (30) days, unless otherwise agreed to by the parties. If the parties cannot agree on the amendment, then Grantee shall have the right to elect, to the extent consistent with applicable law to either:

- (i) modify this Franchise to incorporate the language proposed pursuant to Section 1.6(B)(3) above; or
 - (ii) notify the Grantor that the Grantee elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty-six (36) months; or
 - (iii) terminate this Franchise and take in its place the same terms and conditions of the competing operator authorized by the Grantor.
- C. Notwithstanding, any other provision of this Agreement, if a change in state or federal law eliminates the requirements for any entity desiring to construct, operate or maintain a Cable System in the Franchise Area to obtain a franchise from the Grantor, Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established by applicable state or federal law.
- D. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor under shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

1.7 Familiarity with Franchise. The parties both acknowledge and agree that by acceptance of the rights, privileges and agreements granted herein, that each party has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all terms and conditions herein.

1.8 Effect of Acceptance. By accepting the Franchise, the Grantee and the Grantor: (a) acknowledge and accept the Grantor's legal right to issue and enforce the Franchise, (b) and accept and agree to each and every provision contained herein.

1.9 Non-Exclusive Franchise. This Franchise is a non-exclusive franchise, and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Rights-of-Way, either for Cable Services or other uses of the Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of Rights-of-Way or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit and consistent with applicable law, including the dedication, establishment,

maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

SECTION 2
Franchise Renewal

2.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 3
Indemnification and Insurance

3.1 Insurance.

- A. Grantee shall procure and maintain for so long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Grantee. Grantee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Grantee. Grantee shall procure insurance from insurers with a current A.M. Best rating of not less than A:VII. Grantee shall provide a copy of a certificate of insurance and additional insured endorsement to the Grantor for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:
1. Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises;-operations; independent contractors; products and completed operations; explosion, collapse and underground (XCU);
 2. Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per accident for bodily injury and property damage;
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable;
 4. Pollution Legal liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate; and
 5. Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Grantee may use any combination of primary and excess to meet required total limits.

- B. Payment of deductible or self-insured retention shall be the sole responsibility of Grantee. Grantee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 3.1A. Grantee's umbrella liability insurance policy shall provide coverage over and is no less broad than its primary liability insurance policies.
- C. The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Grantee shall include the Grantor, its officers, officials, and employees ("Additional Insureds"), as an additional insured as their interest may appear under this Franchise with regard to activities performed by or on behalf of Grantee, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 20 11. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee shall provide to the Grantor upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the Grantor of any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's required general and auto liability insurance shall be primary insurance with respect to the Grantor. Any insurance, self-insurance, or insurance pool coverage maintained by the Grantor shall be in excess of Grantee's required insurance and shall not contribute with it.
- D. Upon receipt of notice from its insurer(s) Grantee shall provide the Grantor with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 3.1A. Grantee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 3.1A. Failure to provide the insurance cancellation notice and obtain replacement insurance meeting the requirements of this Section 3.1A shall be considered a material breach of this Franchise, further the Grantor may pursue its remedies immediately upon a failure to furnish replacement insurance.
- E. Grantee's maintenance of insurance as required by this Section 3.1 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the Grantor's recourse to any remedy available at law or equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee. If Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.
- F. The Grantor may review all insurance limits once every calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Grantee. Grantee shall then issue a certificate of insurance

to the Grantor showing compliance with these adjustments and the additional insured endorsement.

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

3.2 Indemnification.

- A. Grantee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the Grantor, its officers, employees, agents, volunteers and representatives from claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any negligent acts, omissions or willful misconduct of Grantee, its agents, servants, officers, or employees in the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, or in the exercise of the franchise. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation
- B. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 3.2.
- C. The Grantor shall notify Grantee of any claim or suit and request in writing that Grantee indemnify the Grantor within ten (10) days of receipt of a claim or suit pursuant to this Section 3.2. Grantee may choose counsel to defend the Grantor subject to this Section 3.2C. Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the Grantor's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, then the

parties shall meet to discuss options to avoid the necessity for separate representation. At all times the Grantor shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, at Grantor's own cost. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

- D. Except to the extent that damage or injury arises from the gross negligence or willful misconduct of the Grantor, its officers, officials, employees or agents, the obligations of Grantee under the indemnification provisions of this Section 3.2, and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the Grantor, its officers, officials, employees or agents and the Grantee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the Grantor directly against the Grantee for claims made against the Grantor by Grantee's employees. This waiver has been mutually negotiated by the parties.
- E. Notwithstanding any other provisions of this Section 3.2, Grantee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon Grantor-owned property from activities conducted by the Grantor, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the Grantor, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall either party be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise.
- F. The provisions of this Section 3.2 shall survive the expiration, revocation, or termination of this Franchise.

SECTION 4 **Service Obligations**

4.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens in the Franchise Area on the basis of being a member of a protected class under state or federal law. The Grantee shall not deny Cable Service to any group of potential Subscribers because of the income of the residents of the area in which

the group resides. Grantee shall comply with all accessibility requirements under Federal law including closed-captioning.

4.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

4.3 Customer Service. Grantee hereby represents and warrants that on the Effective Date of this Franchise it meets or exceeds the FCC Customer Service Standards (47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602-1604, and 47 C.F.R. § 76.1619 and agrees to comply with FCC Customer Service Standards throughout the term of this Franchise as they may be amended or modified from time to time. The requirement of 47 C.F.R. § 76.309(c)(1)(v) is met by Grantee providing, or contracting with third party agents to provide, the opportunity for customers within the Grantor to exchange equipment and make payments at least during normal business hours.

4.4 Parental Control Device. Pursuant to Section 641 of the Cable Act, Grantee shall allow Subscribers the use of parental control devices.

4.5 System Maintenance. Interruptions to be minimized. Whenever possible, the Grantee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the Cable System. The Grantee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

SECTION 5 **Service Availability**

5.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

5.2 Extension of Service. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable as measured from Grantee’s closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the “Service Area”). The Cable Service will be provided at Grantee’s published rate for standard installations if such residence is a Standard Installation. Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area, which is not contiguous to the Service Area.

5.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days’ written notice from the Grantor, subject to the conditions set forth below and Section 5.1 above. The

Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 6 **Construction and Technical Standards**

6.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and applicable law.

6.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

6.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

6.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

6.5 Standby Power. Grantee shall provide standby power generating capacity at the Cable System headend and hubs. Grantee shall maintain standby power supplies that will supply back-up power of at least two (2) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

6.6 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 7 **Conditions on Street Occupancy**

7.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional

poles, conduits, or other facilities within the Rights-of-Way provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. In the event Grantee constructs new poles, all construction of new poles must comply with the Grantor's generally applicable code and Standard Specifications and Details requirements.

7.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for purposes of public welfare, health, or safety. Such relocation shall be governed by RCW 35.99.060. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed, except to the extent such reimbursement would be inconsistent with RCW 35.99.060.

7.3 Construction Codes and Permits. Grantee shall obtain all required permits before commencing any construction, relocation, or maintenance work, including the opening or disturbance of any Right-of-Way within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. Grantee shall comply with all generally applicable permit, code, and Standard Specifications and Details requirements. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Rights-of-Way.

7.4 System Construction. All lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or Equipment placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

7.5 Restoration of Public Ways. Grantee shall, at its own expense, and within the time period required by the permit, restore any damage or disturbance caused to the Rights-of-Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable or better to the condition of the Rights-of-Way immediately prior to such damage or disturbance. In the event Grantee does not repair or restore a Right-of-Way then upon fifteen (15) days' notice to Grantee, the City may repair the damage and shall be reimbursed its documented and reasonable cost within thirty (30) days of submitting an invoice to Grantee.

7.6 Tree Trimming. Grantee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees

from coming in contact with Grantee's wires and facilities. The right to trim trees in this Section shall only apply to the extent necessary to protect above ground Facilities. Grantee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after the explicit prior written notification and approval of the City and at the expense of the Grantee. Grantee shall provide at least two (2) business days' notice to City regarding any proposed non-emergency tree trimming. Grantee may contract for such services, however, any firm or individual so retained must first receive a City permit or approval from the City prior to commencing such trimming. In cases where vehicle traffic may be temporarily obstructed by trimming activity, the Grantee shall provide the City with a traffic control plan. Grantee shall be solely responsible and liable for any damages to any third parties' trees or natural growth caused by Grantee's actions .

7.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when reasonably necessary for Grantor's construction, alteration, repair, or improvement of the Right-of-Way for purposes of public welfare, health, or safety. RCW 35.99.060 shall govern the relocation of Grantee's Equipment within the Right-of-Way.

7.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

7.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed, except to the extent such reimbursement would be inconsistent with RCW 35.99.060. If funds are available from a third party or another governmental entity for reimbursement for relocation, then upon Grantee's request, the Grantor shall make application for such funds on behalf of the Grantee.

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

7.11 Work of Contractors and Subcontractors. Grantee shall be responsible for all work performed by its contractors and subcontractors. Grantee's contractors and subcontractors shall be

insured, licensed and bonded in accordance with local policies, ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee.

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

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

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

(a) Such joint use shall not unreasonably delay the work of the Grantee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) To the extent reasonably possible, Grantee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts.

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

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

7.16 Additional Ducts and Conduit. Grantee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Grantee provide the City

with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

7.17 Safety. Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. If an unsafe condition or a violation of this Section 7.17 is found to exist, and becomes known to the City, the City agrees to give Grantee written notice of such condition and afford Grantee a reasonable opportunity to repair the same. If Grantee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Grantee and reimbursed to the City within thirty (30) days of receipt of an invoice from the City.

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

7.19 Bonds. Grantee, at its expense, shall comply with all of the applicable bonding requirements provided for in the City Code or the City's Standard Specifications and Details.

SECTION 8 **Service and Rates**

8.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

8.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

8.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

8.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

8.5 Broad Programming Categories. Grantee shall carry broad categories of video programming, including local news, sports, and entertainment.

8.6 Service to Public Buildings. Upon the Effective Date, Grantee will offer, without charge and on a voluntary basis, one outlet of and equipment for, Basic Cable Service to the locations listed below, provided that the locations are located up to 150 feet from Charter's existing distribution system:

Kennewick Firefighters
600 S. Auburn Street
Kennewick, WA 99336

Kennewick Firefighters
414 N Moran Street
Kennewick, WA 99336

Kennewick Firefighters
7400 W. Quinault Avenue
Kennewick, WA 99336

City of Kennewick
210 W 6th Avenue
Kennewick, WA 99336

SECTION 9 **Franchise Fee**

9.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Grantee may credit this fee against any gross receipt tax imposed by the City to the extent that the tax is imposed upon the same revenue

as the franchise fee. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

9.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and *transmitted by electronic funds transfer to a bank account designated by Grantor*. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.9. Upon submission of the quarterly franchise fee payment, Grantee shall provide a summary of revenues, reflecting the Gross Revenues and the applicable charges.

9.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

9.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

9.5 Franchise Fee Audits. Audits to verify Franchise Fee payments may be conducted by the City, no more than once every three (3) years, unless Grantor discovers an underpayment, and then the audit may be extended for an additional three (3) years. Grantee will provide the records reasonably required by the City to conduct the audit to the City, at a location agreed upon by the City and Grantee, or electronically.

9.6 In the event that any undisputed Franchise Fee payment is not received by the Grantor on or before the applicable date due, interest shall be charged from such date at the annual rate equal to the commercial prime interest rate of the Grantor's primary depository bank plus one percent (1%). The due date for the purposes of calculating any interest owed by the Grantee shall be the date such undisputed franchise fee was owed to the City consistent with Section 9.2 above.

9.7 In the event the Franchise is revoked or otherwise terminated prior to its expiration date, Grantee shall file with the Grantor, within ninety (90) days of the date of revocation or termination, a verified, or, if available, an audited financial statement showing the Gross Revenues under the Franchise since the end of the previous year and shall make adjustments at that time for the Franchise Fees due up to the date of revocation or termination.

SECTION 10 **Transfer of Franchise**

10.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. The parties shall follow the process set forth in 47 U.S.C. § 537.

SECTION 11
Records

11.1 Records Required. Subject to Section 11.2, Grantee shall maintain and provide to Grantor, upon request, but no more than once per calendar year:

- A. Access to a full and complete set of strand maps showing the local of the Cable System in the Rights-of-Way, that are generated in Grantee's normal course of business;
- B. A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates that relate to the operation of the Cable System in the Franchise Area;
- C. A summary of written cable-related Subscriber complaints, actions taken and resolution; and
- D. Financial records as referred in Section 9.5.

11.2 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee and any PEG Fee for a period of six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. Subject to RCW 42.56, the Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Grantor shall comply with any court order obtained by Grantee that restricts the disclosure of Grantee's books or records. Nothing in the Section 11.1 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records.

SECTION 12
Public Education and Government (PEG) Access

12.1 PEG Access.

- A. Access Channel. Within six (6) months of a written request by Grantor, the Grantee shall provide one (1) Access Channel for use by the Grantor for original, non-commercial video programming for Public, Educational and Governmental (PEG) Access programming and subject to the conditions set forth below.

- B. Unused Channel. Grantee shall have the right to reclaim any Channel, or portion thereof, which is allocated under this Section for PEG access use, within sixty (60) days after a written request for such use is submitted to Grantor if such Channel is not “fully utilized” as defined herein. A PEG Channel shall be considered fully utilized if substantially unduplicated programming is delivered over it more than an average of 36 hours per week over a six (6) month period. Programming that is repeated on a PEG Channel up to three times per week over any one week period shall be considered “unduplicated programming.” The City may gain the return of the PEG Access channel by providing information to the Grantee that demonstrates that the Channel can be programmed for thirty-six (36) hours per week with locally produced PEG video programming (as defined herein). At such time, the Grantee shall have six (6) months to restore the PEG Access Channel for use by the City or its designated access provider for PEG access purposes.
- C. Access Channel Designation. Grantee acknowledges and agrees that if Grantee relocates the channel, the Grantee shall provide no less than sixty (60) days notice of such relocation. Grantee reserves all rights under the Cable Act to specify channel locations.
- D. Non-Commercial Use. PEG Access Channel shall be non-commercial, not-for-profit, and non-competitive. The PEG Access Channel shall not be used for commercial purposes, such as leasing capacity, advertising, or any use whatsoever that may generate revenue (subject to the permissible uses as outlined in this subsection) for the Grantor or any other Person, or compete with current or future services provided by the Grantee, its designee or assignee. Notwithstanding the foregoing, Grantor and Grantee agree that the Grantor may receive and acknowledge financial support for the provision of PEG Programming for charitable, educational or governmental access purposes with a fifteen (15) second video and/or audio acknowledgment window at the beginning and end of the sponsored program. This window may only contain the name and logo of each sponsor.

SECTION 13

Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

13.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall

schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the City of Kennewick in accordance with subsection 14.4 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine how to proceed in accordance with Section 13.4. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court within twenty-one days of the Council's decision, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Seek monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Franchise Bond. If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor, as security for the faithful performance by Grantee of all of the provisions of this Franchise, a bond in the amount of twenty-five thousand dollars (\$25,000).

13.6 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.

- B. Notwithstanding the above provisions, each party reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Right-of-Way of the Grantor, or upon approval from the City abandon the Cable System in place.

13.7 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

SECTION 14 **Miscellaneous Provisions**

14.1 Compliance with Laws. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington as amended, federal law including the Cable Act as amended, and any applicable and lawful rules, regulations and orders of the FCC as amended. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary, collectively "Force Majeure".

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Attn: Public Works Director
City Hall
210 W. 6th Avenue
Kennewick, WA 99336

Grantee: Attn: Director, Government Relations
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684

With a copy to:

Attn: Vice President, Government Relations
Charter Communications
601 Massachusetts Ave NW, Ste 400W
Washington, DC 20001

14.5 Public Notice. Minimum public notice of any public meeting relating to this Franchise shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.7 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Except as otherwise provided in this Franchise, Ordinance Nos. 5815 and 3504 are hereby repealed and of no further force or effect.

14.8 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.9 Effective Date; Acceptance. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect ninety (90) days after the Effective Date of this Franchise.

14.10 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

14.11 Governing Law; Venue. This Franchise shall be governed by federal law and the laws of the State of Washington. The venue for any dispute related to this Franchise shall be United States District Court for the Eastern District of Washington or in Benton County Superior Court.

14.12 Cumulative Rights. All rights and remedies given to the Grantor or Grantee by this Franchise or retained by the Grantor or Grantee herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the Grantor or Grantee, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Grantor or Grantee.

14.13 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

14.14 Reservation of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee or Grantor may have under Federal or State law unless such waiver is expressly stated herein.

14.15 No Waiver of Terms. A failure of the Grantor on one or more occasions to insist upon or to seek compliance with any term or condition of this Franchise shall not excuse Grantee from complying with said term or condition on any other occasion. A failure of either the Grantor or Grantee on one or more occasions to insist upon or to seek compliance with any term or condition of this Franchise shall not excuse the other party from complying with said term or condition on any other occasion.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI WRIGHT, City Clerk

ORDINANCE NO. 5962 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI WRIGHT, City Clerk

DATE OF PUBLICATION _____

Accepted this ____ day of _____, 2021, subject to applicable Federal, State and local law.

Spectrum Pacific West, LLC
By: Charter Communications Inc., its Manager

By: _____
Printed Name: Paul D. Abbott
Title: Vice-President, Local Government Affairs & Franchising
Charter Communications

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: _____.

CITY OF KENNEWICK

By: _____

Printed Name: Terri Wright

Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	12/21/2021
Agenda Item Type	Ordinance		
Subject	Franchise Agreement with PocketiNet		
Ordinance/Reso #	5963	Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

Adopt Ordinance 5963, granting a non-exclusive franchise agreement to PocketiNet.

Motion for Consideration

I move to adopt Ordinance 5963.

Summary

PocketiNet is a telecommunications company with facilities in the City of Kennewick, with a fiber optic infrastructure to provide broadband Internet service.

On August 16, 2011 the City Council approved a franchise agreement with PocketiNet by Ordinance 5362. Inadvertently, the agreement expired in August of 2021. PocketiNet desires to reenter into a continuing franchise agreement for up to an additional ten years (5 years renewable up to 10 years).

This franchise agreement is nearly identical to the previous agreement and other fiber optic franchise agreements previously approved in the City, and has been reviewed and approved by the City Attorney. It contains the same requirements for placing utilities in the public right-of-way, and PocketiNet will provide dark fiber for the City's non-commercial use where they install lines.

The franchise is non-exclusive, which allows other retail providers opportunities to enter into similar agreements for use of the public right-of-way.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Dec 14, 15:51:17 GMT-0800 2021
Dept Head Approval	Cary Roe Dec 14, 15:55:33 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:35:53 GMT-0800 2021

Attachments:

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5963

AN ORDINANCE OF THE CITY OF KENNEWICK GRANTING A NON-EXCLUSIVE FRANCHISE TO POCKETINET TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF KENNEWICK

WHEREAS, the Kennewick City Council passed Ordinance 2000 on October 19, 1976, adopting the classification of non-chartered code city for the City of Kennewick; and

WHEREAS, Article 11, Section 11, of the Washington State Constitution provides that the City of Kennewick “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws;” and

WHEREAS, the Kennewick City Council, by Section 35A.11.020 of the Revised Code of Washington, through Section 35A.13.230 of the Revised Code of Washington, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, Section 35A.47.040 of the Revised Code of Washington authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public ways; and

WHEREAS, PocketiNet (Franchisee) has applied to the City of Kennewick, Washington for a non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Kennewick; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications providers recognizes and provides state and local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington’s Telecommunications Services Act, 2000 Wash. Laws, chapter 83, as amended, RCW Ch. 35.99, relating to telecommunications providers recognizes and provides Washington cities authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities subject to requirements that a franchisee must also obtain separate use permits from the City for

use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, the grant of a non-exclusive franchise requires submission to the City Attorney, an affirmative vote of at least a majority of the entire City Council and publication at least once in newspaper of general circulation; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest; NOW, THEREFORE,

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

Section 1. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Kennewick Municipal Code unless inconsistent herewith.

"Cable Television Service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"City" means the City of Kennewick, Washington, its agencies, departments, and divisions.

"City Property" means and includes all real property owned by the City, other than public ways, including without limitation, City parks, and all property owned in fee by the City.

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Dark Fiber" means properly functioning optical cable which is not used or available for use by Franchisee or the general public.

"Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from accidents or natural consequences, such as storms, earthquakes, riots or wars.

"Existing" means in actual physical being upon the effective date of this Franchise.

"Facilities" means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

"Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

"Franchisee" means the person to whom this Franchise is granted by the Council pursuant to this Franchise and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

"Governmental Use" means use by the City, State, or agencies or departments of the United States for the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means both internally and externally within or between their various agencies, departments, and divisions.

"Incremental Costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-portion of costs, of any kind whatsoever, including without limitation overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Overhead Facilities" means facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means natural person, joint venture, joint stock association or company, partnership, firm, association, club, company, corporation, business, trust, or organization.

"Personal Wireless Services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

"Public Street" means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to such purposes.

"Public Way" means and includes all public streets, utility easements, and other rights-of-way, now or hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such public streets, utility easements, or other rights-of-way for telecommunications facilities. "Public way" does not include City property; State highways; land dedicated for roads, streets, and not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the public way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights of way that are not open for motor vehicle use.

"Street Tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Telecommunications Service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public.

"Telecommunications Service" excludes the over-the-air transmission of broadcast television or broadcast radio signals.

"State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

"Underground Facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility Poles" means poles, and cross arms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

Section 2. Franchise.

- A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline facilities necessary to provide telecommunications services. Except as expressly provided otherwise in subsections 4(E)(1)-(4) and 17(A) and (B), and 18(B), Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

- B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication facilities.
- C. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property.
- D. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.
- E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.
- F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.
- G. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.
- H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- I. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate Franchisee's facilities.
- J. Nothing in this Franchise grants authority to Franchisee to provide or offer cable television service.
- K. Franchisee may use the wireline facilities authorized by this Franchise for the transmission of information used to provide personal wireless services only as expressly provided in this Franchise.

- L. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.
- M. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.
- N. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that party's permission.

Section 3. Term. Authorization granted under this Franchise shall be for a period of five (5) years from the effective date of this Franchise, including the time period from August 24, 2021 to the effective date of this Franchise. The franchise will automatically renew for one successive period of five (5) years unless terminated at the end of the term by either party by written notice to the other party no less than 180 calendar days prior to the end of the term.

Section 4. Location of Facilities.

- A. Franchisee must place its facilities underground except as otherwise expressly provided herein. Subject to the terms and conditions of this Franchise, Franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities if approved by the owner of the utility poles. All other facilities, including, without limitation, facilities required to operate or maintain such optical cable and optical cable housing, and splicing connections must be underground facilities if they are located in a public way.
- B. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a public way to reasonably accommodate future users or facilities, the Franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.
- C. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- D. Franchisee shall provide the City with information in such form requested by the City which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's facilities. Franchisee shall provide the City with updated information annually or upon request by the City.
- E. Franchisee shall relocate its facilities at the request of the City when there is construction, alteration, repair or improvement of a public way. Franchisee shall complete the relocation by the date specified by the City, unless the City, or a reviewing court, establishes a later date for completion, after a showing by Franchisee that the relocation

cannot be completed by the dates specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its facilities at its expense except:

- (1) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.
- (2) Where the Franchisee has an ownership share of the existing utility poles upon which its optical cable and optical cable housing is located as overhead facilities, the additional incremental cost of underground to aerial relocation, or as provided for in an approved tariff if less, will be paid by the City if it required the underground relocation.
- (3) Where the City requests relocation of underground facilities solely for aesthetic purposes, the cost of relocation shall be paid by the City; provided, however, in no event shall a request by the City to relocate overhead facilities to underground be considered to be made for aesthetic purposes. Franchisee is authorized to place optical cable and optical cable housing on existing utility poles as overhead facilities only as an exception to pre-existing City policies which require undergrounding, and the cost of relocating overhead facilities to underground shall be paid by the Franchisee except as provided in Section 4(E)(2).
- (4) Where the construction, alteration, repair or improvement of a public way is primarily for private benefit, the Franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section.

F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

Section 5. Pole, Structures and Property Owned by Others. Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by Franchisee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by third parties for any reason whatsoever. The installation of facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of Franchisee to construct, install, operate, maintain, and repair Franchisee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

Section 6. Construction and Installation Requirements.

- A. The technical performance of the facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City will have the full authority permitted by applicable law to enforce compliance with these technical standards.
- B. All installations of facilities will be durable and installed in accordance with good engineering, construction, and installation practices.
- C. All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.
- D. The plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work immediately if the City determines that Franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.
- E. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.
- F. Before constructing or installing facilities, Franchisee shall provide and maintain a restoration bond written by a corporate surety acceptable to the City in an amount equal to at least one hundred percent of the estimated cost of removing Franchisee's facilities and restoring public ways and other property to as good a condition as existed prior to construction or installation of facilities. Each such bond shall remain in full force and effect until at least sixty (60) days after completion of construction or installation, and shall warrant all restoration work for a period of one year following completion.

Section 7. Coordination of Construction and Installation Activities and Other Work.

- A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the public ways at least annually or as determined by the City.
- B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

- C. At least two (2) business days prior to entering a public way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.
- D. Franchisee shall make available and accept the co-location of property of others within trenches excavated or used by Franchisee in the public ways provided the costs of the work are fairly allocated between the parties.
- E. Franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property once determined by the Franchisee.
- F. The City shall give reasonable advance notice to Franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the public way to be opened. When notice has been given, Franchisee may only construct or install facilities during such period that the City has opened the public way for construction or installation.
- G. In the event of an unexpected repair or emergency, Franchisee may commence such repair and emergency response work as required under the circumstances, provided Franchisee shall notify the City as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

Section 8. Temporary Removal, Adjustment or Alteration of Facilities.

- A. Franchisee shall temporarily remove, adjust or alter the position of its facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.
- B. If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Franchisee for the temporary removal, adjustment or alteration of Franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, Franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:

- (1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Franchisee's business, consistent with the maintenance of proper service to Franchisee's customers;
 - (2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of Franchisee, in the sole discretion of the City;
 - (3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and
 - (4) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.
- C. The City may temporarily remove, adjust or alter the position of Franchisee's facilities as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.
- D. The temporary removal, adjustment or alteration of the position of Franchisee's facilities shall not be considered relocation for any purpose whatsoever.

Section 9. Safety and Maintenance Requirements.

- A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.
- B. Franchisee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee or have them made at the cost of Franchisee.

- C. Franchisee, and any person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property.
- D. Franchisee shall maintain its facilities in proper working order. Franchisee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with Franchisee, establish a reasonable time for Franchisee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of Franchisee.

Section 10. Removal of Unauthorized Facilities. Within ninety (90) days following written notice from the City, Franchisee shall, at its expense, remove unauthorized facilities and restore public ways and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

- A. Upon expiration, termination, or cancellation of this Franchise;
- B. Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by Franchisee for a period of ninety (90) days;
- C. If the facilities were constructed or installed prior to the effective date of this Franchise; unless such facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City;
- D. If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;
- E. If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or
- F. If the facilities are unauthorized for any reason whatsoever.

Provided, however, that the City may, in its sole discretion, allow a Franchisee to abandon facilities in place. No facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of facilities, the facilities shall become property of the City, and Franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such facilities. The failure of Franchisee to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

Section 11. Restoration of Public Ways and Other Property.

- A. When Franchisee, or any person acting on its behalf, does any work in or affecting any public way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

Section 12. Use and/or Development Authorization and Permits. Franchisee shall obtain use and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way. The City must act on applications for use and/or development authorization or required permits within thirty (30) days of receipt of a completed application, unless Franchisee consents to a different time period.

- A. Franchisee shall provide the following information for all facilities that it proposes to construct or install:
 - (1) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:
 - a. The location and route of the proposed facilities;
 - b. When requested by the City, the location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the public way along the proposed route;
 - c. When requested by the City, the location(s), if any, for interconnection with the telecommunication facilities of others;
 - d. The specific trees, structures, improvements, facilities and obstructions, if any, that Franchisee proposes to temporarily or permanently alter, remove or relocate.
 - (2) If Franchisee is proposing to install overhead facilities, evidence of Franchisee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole; if the overhead

facilities are subsequently relocated underground, the Franchisee shall relocate underground at no cost to the City.

- (3) If Franchisee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:
 - a. Evidence of ownership or authorization to use such ducts or conduits;
 - b. Conditions of use imposed by the owner(s) of the ducts or conduits;
 - c. If known to Franchisee or reasonably ascertainable to Franchisee, the total capacity of such ducts or conduits; and
 - d. If known to Franchisee or reasonably ascertainable to Franchisee, amount of the total capacity within such ducts or conduits which will be occupied by Franchisee's facilities.
- (4) If Franchisee is proposing to install underground facilities in new ducts or conduits within the public ways:
 - a. The location proposed for new ducts or conduits;
 - b. The total capacity of such ducts or conduits; and
 - c. The initial listing of collocated facilities located within Franchisee constructed or installed ducts or conduits.
- (5) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.
- (6) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.
- (7) Such other documentation and information regarding the facilities requested by the City.

B. The requirements of this section do not apply to installation of optical cable necessary to connect a customer of Franchisee to a previously approved facility; provided that neither excavation nor trenching in the public right of way is required, that the optical cable does not cross a distance of more than twenty feet from its point of connection to the approved facility and the point where it exits the public right-of-way, that the optical cable connection meets or exceeds all applicable technical standards required by law, that the optical cable connection is durable and installed in accordance with good engineering, construction, and installation practices and does not interfere with the public use of the public ways, or adversely affect public health safety or welfare, that the optical cable connection is constructed and installed to conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the optical cable connection does not damage or impair the City's urban forest.

C. The requirements of this section do not apply to repair or maintenance of previously approved overhead facility; provided that the location and size of the previously approved facility is not materially changed, that no additional new facilities are constructed or installed, that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare, that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations,

and standards, and that the repair or maintenance activities comply with Chapter 5.56 of the Kennewick Municipal Code.

- D. Franchisee shall not be granted development authorization or issued permits for construction or installation of new facilities unless Franchisee is in full compliance with the provisions of this Franchise and all of Franchisee's existing facilities have been expressly approved by the City in writing.

Section 13. Hold Harmless and Assumption of Risk.

A. Hold Harmless.

- (1) Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, to any person, including claims by Franchisee's own employees to which Franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property arising out of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives.
- (2) Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives from any and all claims, costs, damages, judgments, awards, or liability to any person, including claims by Franchisee's own employees, including those claims to which Franchisee might otherwise have immunity under Title 51 RCW, arising out of Franchisee's exercise of the rights, privileges, or authority granted by this Franchise which are made against the City, in whole or in part, due to the City's ownership or control of the public ways or other City property, by virtue of the City permitting the Franchisee's entry, occupancy or use of the public ways, or based upon the City's inspection or lack of inspection of work performed by Franchisee, its officers, employees, servants, agents or representatives.
- (3) These hold harmless covenants include, but are not limited to claims against the City arising as a result of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Franchise.
- (4) Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, servants, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Franchisee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of damage or destruction of Franchisee's

facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence of the City.

- (5) In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence.
- (6) It is further specifically and expressly understood that the hold harmless covenants provided herein constitutes the Franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.
- (7) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these hold harmless covenants. Said hold harmless obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.
- (8) In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the hold harmless covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this hold harmless clause.

B. Assumption of Risk.

- (1) Franchisee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, servants, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, servants, agents, and representatives for damage to or destruction of the Franchisee's facilities except to the extent any such damage or destruction is caused by or arises from active sole negligence of the City.
- (2) Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, servants, agents, and representatives, and Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all subrogation claims if it fails to do so.

Section 14. Insurance. Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Franchisee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds against claims for injuries to persons or

damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

- A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
 - (1) \$5,000,000.00 for bodily injury or death to each person;
 - (2) \$5,000,000.00 for property damage resulting from any one accident; and
 - (3) \$5,000,000.00 for all other types of liability.

- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 per occurrence.

- C. The liability insurance policies required by this section shall be maintained by Franchisee throughout the term of this Franchise, such other periods of time during which Franchisee's facilities occupy public ways, and while Franchisee is engaged in the removal of its facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any facilities pursuant to this Franchise or other work in a public way. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

- D. In addition to the coverage requirements set forth in this section, each such insurance policy shall contain an endorsement in a form which substantially complies with the following:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 10 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason of nonpayment of premium and until 30 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason for any other reason."

- E. At least ten (10) days prior to said cancellation or non-renewal, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this section.

Section 15. Security Fund. Franchisee shall establish and maintain a security fund in the amount of eight thousand dollars (\$8,000), at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City. No sums may be withdrawn from the fund by Franchisee without consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's facilities occupy a public way.

- A. The fund shall serve as security for the full and complete performance of this Franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.
- B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:
 - (1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of Franchisee's act or default;
 - (2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;
 - (3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and
 - (4) Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.
- C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.
- D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility.

Section 16. Taxes, Charges, and Fees.

- A. Franchisee shall pay and be responsible for all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to RCW Ch. 43.21C. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to

actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City.

- B. Franchisee shall pay and be responsible for taxes permitted by law.
- C. In addition to penalties and other remedies for which Franchisee may be subjected, the City reserves the right to impose site-specific charges for placement of structures used to provide personal wireless services. Unless otherwise agreed by the parties, such charges shall be an amount equal to at least one hundred percent (100%) of the costs of construction or installation of such structures.
- D. Franchisee shall pay an administrative fee for franchise renewal to the City of One Thousand Two-Hundred Fifty Dollars (\$1,250.00).

Section 17. Additional Ducts and Conduits.

- A. Franchisee shall construct and install additional ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits. Such ducts and conduits shall be readily accessible and available for governmental use as determined by the City in its sole discretion. Such ducts and conduits shall not be used to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties. The City shall not be charged or responsible for any more than the incremental costs to construct and install such ducts and conduits, and the City shall not be charged or responsible for any use, maintenance, or repair costs.
- B. In lieu of constructing and installing additional conduits in overhead facilities, and as a condition of being allowed to place optical cable, optical cable housing, or splicing connections on existing utility poles as overhead facilities, Franchisee shall construct, install, maintain, and repair dark fiber, loops, splicing connections, and related structures necessary to access the dark fiber, for governmental use, at all locations where Franchisee constructs or installs overhead facilities. Franchisee shall construct, install, maintain, and repair ten (10) strands of dark fiber for governmental use at all locations along any route constructed by Franchisee, unless some other amount is mutually agreed by the parties for a particular location. Loops, splicing connections, and related structures necessary to access such dark fiber shall be constructed and installed by Franchisee at locations designated by the City along any route constructed by Franchisee under this Franchise. Such dark fiber, loops, and splicing connections shall be readily accessible and available for governmental use as determined by the City in its sole discretion. It is the City's responsibility to reimburse the Franchisee for Franchisee's actual costs to install the dark fiber service drops from the storage loops into the City's buildings or facilities as required. Such costs shall be provided to and approved by the City prior to commencement of any construction of such service drops by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall be dedicated to

governmental use and shall not be used by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties.

- C. Except as expressly provided in this section, Franchisee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by Franchisee in accordance with this section.

Section 18. Access to Facilities and Universal Service.

- A. Franchisee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. If Franchisee purports to serve the general public, it shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the Franchisee's services; provided, however, that nothing in this section shall prohibit Franchisee from making any reasonable classifications among differently situated customers.
- B. Franchisee shall provide facilities to City in accordance with Section 17(B) above, which the City may use for Internet access, in accordance with this Ordinance, to users of City property, at locations requested by the City, if it is practicable. Franchisee and the City may enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities on City property.

Section 19. Acquisition of Facilities. Upon Franchisee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

Section 20. One-Call System. Franchisee is responsible for complying with the provisions of Washington's One-Call statutes: RCW Ch. 19.122.

Section 21. Vacation of Public Ways. The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this Franchise. If Franchisee has facilities in such public way, the City shall reserve an easement for Franchisee.

Section 22. Duty to Provide Information. Within ten (10) days of a written request from the City, Franchisee shall furnish the City with all requested information sufficient to demonstrate:

- A. That Franchisee has complied with all requirements of this Franchise;

- B. That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid; and
- C. Franchisee's obligations under this section are in addition to those provided in subsection 4(E).

Section 23. Records.

- A. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.
- B. All documents and records maintained by Franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.
- C. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing within ten (10) days of the City's request, that the City inspect them at Franchisee's local office. If any documents or records of Franchisee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise, or to verify Franchisee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Franchisee.

Section 24. Assignment or Transfer. Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City.

- A. No rights, privileges, or authority under this Franchise shall be assigned, transferred, or disposed of in any manner within twelve 12 months after the effective date of this Franchise.
- B. Absent extraordinary and unforeseeable circumstances, no facility shall be assigned, transferred, or disposed of before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.
- C. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:
 - (1) Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;
 - (2) Any other information reasonably required by the City; and
 - (3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.
- D. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.
- E. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section shall be void and is cause for termination of this Franchise.
- F. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Franchisee, of the ownership or working control of affiliated entities having ownership or working control of Franchisee, or of control of the telecommunications capacity or bandwidth of Franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from Franchisee to another person controlled by Franchisee.
- G. All terms and conditions of this Franchise shall be binding upon all successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

Section 25. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.

- A. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:
- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
 - (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
 - (3) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
 - (4) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
 - (5) Misrepresentation or lack of candor by or on behalf of Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;
 - (6) Abandonment of facilities;
 - (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
 - (8) Insolvency or bankruptcy of Franchisee.
- B. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use public ways, Franchisee shall be given written notice, and providing Franchisee a reasonable period of time not exceeding thirty (30) days to furnish evidence:
- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
 - (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or
 - (3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.
- C. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.
- D. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by Franchisee, then, Franchisee shall, at the election of the City Council, forfeit all rights,

damage, protect the health and safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

Section 27. Non-Waiver. The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Section 28. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 29. Limitation of Liability. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Except for a party's indemnification obligations set forth herein and except for claims arising from a party's intentional misconduct (including employee conduct), in no event shall either party be liable to the other party for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either party.

Section 30. Damage to Facilities. Unless directly and proximately caused by the active sole negligence of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

Section 31. Governing Law and Venue. This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Benton County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

Section 32. Severability. If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity; provided that, if any term or condition of this Franchise relating to Franchisee's right, privilege, or authority to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, Franchisee's authority to construct, install, operate, maintain, or repair overhead facilities shall be deemed void *ab initio*, any overhead facilities shall be deemed to be unauthorized, and Franchisee shall be authorized only to place facilities underground.

Section 33. Miscellaneous.

- A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. Local Employment Efforts. Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Franchisee employs contractors to perform work under this Franchise.
- C. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- D. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, as well as costs and reasonable attorneys' fees on appeal, in addition to such other relief as the court may deem proper.
- E. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- F. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.
- G. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.

- H. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.
- I. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.
- J. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.
- K. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.
- L. Rights Granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.
- M. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

Section 34. Acceptance of Franchise. Within thirty (30) days after the passage and approval of this ordinance, this Franchise may be accepted by the Franchisee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

Section 35. Publication. The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington §§ 35A.13.200 and 35A.12.160.

Section 36. Effective Date. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law, but if, and only if, the Franchisee

has endorsed this ordinance and accepted the terms and conditions thereof prior to 30 days after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI WRIGHT, City Clerk

ORDINANCE NO.5963 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI WRIGHT, City Clerk

DATE OF PUBLICATION _____

ACCEPTANCE:

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

POCKETINET

By: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented

to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: _____.

CITY OF KENNEWICK

By: _____

Printed Name: Terri Wright

Title: City Clerk

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	12/21/2021
Agenda Item Type	Resolution		
Subject	Amending Public Records Fee Schedule		
Ordinance/Reso #	21-15	Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

Staff recommends Council amend the Public Records Fee Schedule using the factors described in Option 2.

Motion for Consideration

I move to adopt Resolution 21-15 Option 2.

Summary

At the December 14, 2021, Council Workshop, City staff presented Council with a proposed fee schedule which incorporates more specificity into the actual costs of providing convenience copies in response to public records requests.

Pursuant to RCW 42.56.120(2)(a) Agency charges for actual costs may only be imposed in accordance with the costs established and published by the agency pursuant to RCW 42.56.070(7), and in accordance with the statement of factors and manner used to determine the actual costs. In no event may an agency charge a per page cost greater than the actual cost as established and published by the agency.

In response to the conservative costs presented on December 14, 2021, city staff is proposing Option 2. This calculation seeks to recover more copy costs than the alternative presented originally, includes flat-rate costs, and incorporates overhead costs associated with staff salaries. The original model prescribed a transmission fee for electronic files to include 50 at no additional cost, 51-100 at \$.05/four files and 101+ files charged at the actual staff time to produce.

Our recommendation includes 15 files in the flat transmission charge and applies a flat file rate for each file thereafter. This amount would be set annually on August 1 using salary and overhead for staff costs reported annually to the Joint Legislative Audit Review Committee (JLARC). For January 1 - July 31, 2022, the flat file fee would be set at \$.54/file as detailed in Exhibit A to the resolution.

Alternatives

The fee schedule must be updated so that taxpayers may recover the costs of copies. An alternative would be to use the original recommended charges presented to Council at its December 14, 2021 Workshop (Option 1).

Fiscal Impact

This non-revenue generating fee schedule reimburses taxpayers for the cost of making convenience copies in response to a public records request. There is no negative fiscal impact to the City of Kennewick.

Through	Krystal Townsend Dec 16, 08:08:16 GMT-0800 2021
Dept Head Approval	Terri Wright Dec 17, 10:06:58 GMT-0800 2021
City Mgr Approval	Marie Mosley Dec 17, 11:43:55 GMT-0800 2021

Attachments:

- Option 2 Resolution
- Option 2 Redline
- Option 1 Resolution
- Option 1 Redline
- Presentation

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO.21-15

A RESOLUTION AMENDING THE PUBLIC RECORDS FEE SCHEDULE

WHEREAS, Chapter 1.40 of the Kennewick Municipal Code, contains the City of Kennewick's policy and procedures regarding requests for access to or copies of City records; and

WHEREAS, KMC 1.40.090 sets out the policy regarding costs of providing copies of public records; and

WHEREAS, citizens are able to inspect City records and access many City records online, both at no cost; and

WHEREAS, providing copies of public records is a growing expense for taxpayers; and

WHEREAS, local agencies are prohibited from a gift of public funds; and

WHEREAS, citizens pay for many of the services they receive from the city such as sewer, water, permits, etc.; and

WHEREAS, RCW 42.56.070(7), RCW 42.56.240(14)(e)(ii), and RCW 42.56.120 prescribes that agencies may be reimbursed for the cost of providing copies; and

WHEREAS, the City Council adopted the current fee schedule on August 15, 2017; and

WHEREAS, a statement of factors and manner used to determine the actual costs is described in Exhibit A; and

WHEREAS, the fee schedule shall be automatically updated annually using the factors described in Exhibit A; and

WHEREAS, RCW 42.56.070(7) requires a public hearing be held regarding adopting a fee schedule and the City's Public Records Policy, KMC 1.40.090 requires that the fee schedule be adopted by resolution; and

WHEREAS, a public hearing was held on December 21, 2021; NOW, THEREFORE,

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

Section 1. The following fee schedule is established for providing public records as required by Section 1.40.090 of the Kennewick Municipal Code:

OPTION 2 – EMPLOYEE HOURLY RATE PLUS OVERHEAD

FEE TYPE	COST	METHOD
I. RECORDS AVAILABLE AT NO COST		
Inspection of Records	None	Please arrange an in-person appointment Monday – Thursday between 8:30 a.m. to 4:00 p.m. (excluding holidays).
Links to records on Go2Kennewick.com	None	You will receive a link to a specific page on the agency’s website at no cost.
II. ELECTRONIC COPIES		
Transfer of Electronic Files	Transmission charge (including 15 files); plus <ul style="list-style-type: none"> • file flat rate (for 16 or more files); and • per gigabyte fee*; • and scanning fee** 	Please refer to Exhibit A.
File Flat Rate The cost to copy each electronic file.	For Jan. 1 through July 31, 2022, the rate is \$.54 per file. The rate is adjusted annually on August 1.	Please refer to Exhibit A.
*Gigabyte Fee– For requests with one gigabyte or more of data.	\$.10 per gigabyte for the transmission of public records in an electronic format.	Please refer to Exhibit A. This is an added fee for larger requests. Requests with less than one gigabyte are not charged this fee.
**Scanning Fee– For records which do not exist in electronic format.	The actual staff time.	Please refer to Exhibit A. This is an added fee. Requests without scanned records are not charged this fee.
III. VIDEO RECORDINGS		
Duplicate Copies – When the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy		Please refer to Electronic Copies – Section II.
Traffic Camera Video – When the recording requested is exclusively located at the intersection cabinet and no other place.	Transmission charge; plus <ul style="list-style-type: none"> • the actual cost of staff time to copy the files; and • per gigabyte fee*. 	Please refer to Exhibit A.
Police Body/Dash Camera Video – Request made by party directly involved.	Transmission charge; plus <ul style="list-style-type: none"> • the actual cost of staff time to copy the files; and • per gigabyte fee*. 	Please refer to Exhibit A.
Police Body/Dash Camera Video – Request made by party NOT directly involved.	Transmission charge; plus <ul style="list-style-type: none"> the actual cost of staff time to copy the files; and • the cost of staff time to redact any portion of the recording; and • per gigabyte fee*. 	Please refer to Exhibit A.
Miscellaneous Videos	Transmission charge; plus <ul style="list-style-type: none"> • the actual staff time to copy the files; and • per gigabyte fee*. 	

IV. PHYSICAL COPIES		
Letter, Legal & Executive sized pages from physical format:	Actual staff time, plus: • cost per page. • postage (if necessary)	Please refer to Exhibit A.
Letter, Legal & Executive sized pages from electronic format:	Actual staff time, plus: • cost per page. • postage (if necessary)	
Large format copies (greater than 11 x 17).	Actual staff time, plus: • cost per page. • postage (if necessary)	
V. POSTAGE – ADDED TO THE COST OF PHYSICAL RECORDS		
Postage	Actual staff time, plus: • postage; and • the cost of shipping materials	Please refer to Exhibit A.
VI. MEDIA – ADDED TO THE COST OF ELECTRONIC RECORDS		
Flash Drives	Actual cost of flash drive.	Please refer to Exhibit A.
External Hard Drives	Actual cost of hard drive.	
VII. CUSTOMIZED ACCESS FEE		
A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.		
VIII. DEPOSIT		
The City of Kennewick may require a deposit in an amount <i>not to exceed</i> ten percent of the estimated cost of providing copies for a request, including a customized service charge.		

Section 2. Resolution No. 17-18 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

Kennewick,
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-15 filed and recorded in
the office of the City Clerk of the City of

Washington, this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

OPTION TWO Exhibit A

Statement of Factors and Manner Used to Determine Actual Costs for Producing Copies

This schedule is automatically updated August 1 of each year using the following factors.

I. RECORDS AVAILABLE AT NO COST

The City of Kennewick is committed to providing citizens with free access to inspection* of public records:

IN PERSON REVIEW: Requestors shall be provided an appointment or appointments during regular office hours to inspect documents compiled in response to their public records request. (RCW 42.56.120). Each appointment may not exceed 90 minutes and must conclude on or before 4:30 p.m. *Inspection does not include the cost of copies.

LINKS TO SPECIFIC PAGES ON THE CITY’S WEBSITE. The City has made many records available at www.Go2Kennewick.com. Staff will provide a specific link in response to a request for existing, identifiable records on our website. (RCW 42.56.520)

II. ELECTRONIC COPIES

TRANSMISSION CHARGE: The City utilizes a public records portal to receive and manage public records requests, to store responsive records and to provide electronic copies of records to our customers. RCW 42.56.070 provides that agencies may recover the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service. The per capita “transmission charge” is calculated annually using the following method:

The annual cost of the public records portal for the prior fiscal year divided by the number of requests received during that period for which records were transmitted to the customer.

EXAMPLE: In 2020 the annual base cost of the portal was \$11,300. Records were transmitted for 1,635 requests: $11,300 \div 1,635 = \$6.91$.

TIME PER FILE: Our calculations determined it takes .46 minutes to e-copy one electronic record.

City staff performed a timed case study to determine the time it takes to make electronic copies of 10 files. For consistency, staff used the same original 10 files, the same mock request, and identical procedures for e-printing, re-naming, organizing for transmittal, zipping, uploading, publishing to customer account and giving the customer instructions for accessing the copies on the request portal (a cloud-based data storage and processing service).

Test No. 1: 4.58 minutes **Test No. 2:** 4.56 minutes **Average:** 4.57 minutes
Actual Time Per File (TPF): 4.57 minutes divided by 10 files equals .46 minutes.

FILE FLAT RATE: Our calculation will be updated annually using the per-minute average employee cost from the salaries reported to JLARC multiplied by .46 (the Time Per File). The JLARC report is submitted annually on or before July 1 and the new fee schedule will take effect August 1. For copies made between January 1 and July 31, 2022, the fee will be set at \$.54 per file.

A flat rate fee is overall less expensive for customers than itemizing actual fees. It is more efficient for staff to rely upon a flat fee whenever possible. This efficiency is a cost savings for taxpayers.

Each year, the City of Kennewick details various public records request metrics via a report to the Joint Legislative Audit Review Committee (JLARC). A significant element of this reporting is the cost of actual staff time spent during the reporting period. Excluded are the salaries of anyone who did not perform work on public records requests.

Our fee schedule incorporates this average plus the overhead rate to determine the total hourly employee cost. This cost is divided by 60 to determine the Per-Minute Cost (PMC). To calculate the File Flat Rate, we multiply the PMC by the TPF.

FOR INSTANCE: In 2021, the average staff hourly rate for the reporting period (01/01/2020 – 12/31/2020).

EXAMPLE: On November 1, 2021, Mary is asked to copy 37 electronic files. For the most recent JLARC reporting period (January 1, 2020 through December 31, 2020), the City experienced an average employee cost of \$70.16 per hour (\$39.78 average per hour plus \$30.38 overhead). We’ve established it takes .46 minutes to copy one file.

$$\$70.16 \div 60 = \$1.17 \text{ (Per Minute Cost - PMC)}$$

$$\$1.17 \times .46 = \$.54 \text{ (Cost Per File - CPF)}$$

The cost for Mary to copy 37 electronic files is \$19.98 (\$.54 x 37).

GIGABYTE FEE: The base transmission cost is calculated upon the flat annual cost of the portal. The cost of the City's public records portal is based upon limited storage. A surplus is charged if we exceed the plan limits. Therefore, it is necessary to pass along excess storage fees for large requests which exceed 1 gigabyte.

Pursuant to RCW 42.56.120(2)(b), *An agency need not calculate the actual costs it charges for providing public records if it has rules or regulations declaring the reasons doing so would be unduly burdensome . . .*

The city has established it is unduly burdensome to determine the per gigabyte fee for excess data storage costs per request. Therefore, the City is electing to use the standard rate established by RCW 42.56.120(2)(b)(iv) of \$.10 per gigabyte.

SCANNING FEE: Due to the inconsistent characteristics of physical records, it is not possible to determine a flat rate for scanning. Therefore, the City will charge the actual staff time to convert a standard-size scanned record to an electronic file. Prior to making a scanned copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages for scanning.
- Make the scan using agency equipment.
- Compare the original versus scanned copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Rename the scans.
- Return the originals to their proper location (including binding and stapling).
- Upload the scan to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

Staff cost per minute: Divide current hourly salary plus overhead by 60.

Scan cost: Multiply staff cost per minute by the number of minutes it took to scan and transmit the records.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies. Copies are typically made by administrative support staff but in some instances may be made by the person who prepared and/or retains the original records. Only the Public Records Officer/Specialist may release records to the customer and prepare instructions and correspondence.

III. VIDEO RECORDS

If the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy, this fee schedule will not apply. Instead, the standard electronic fees from Section II shall be applied.

The cost of staff time to copy electronic files for a request will be based upon the current salary and overhead of the qualified employee making the copies.

Staff cost per minute: Divide current hourly salary plus overhead by 60.

Copy cost: Multiply staff cost per minute by the number of minutes it took to copy and transmit the records.

TRAFFIC CAMERA TRANSMISSION CHARGE: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Travel to the intersection(s).
- Program the DVR to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.

- Return the DVR to the proper settings for recording.
- Travel to the office.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.

Prepare instructions and transmittal letter.

POLICE BODY/DASH CAMERA VIDEO: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

If the requestor is not a directly involved party to the incident, the following charges will also apply:

- Actual time spent applying redactions to the video.

MISCELLANEOUS VIDEOS Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

IV. PHYSICAL COPIES (records provided in physical format to the requestor).

Due to the inconsistent characteristics of physical records and the numerous formats of electronic records it is not possible to determine a flat rate for copying/printing. Therefore, the City will charge the actual staff time (hourly salary plus overhead) to duplicate records in physical format (plus equipment charges).

In addition to the actual staff time, customers must pay the actual per page cost for the agency's copying equipment. The rate is set by contracts with equipment vendors.

FOR INSTANCE: The 2021 the equipment contract rates have been set at:

Standard-Size Black & White Copies: \$.04/page

Standard-Size Color Copies: \$.10/page

Large-Format Equipment Rate (greater than 11x17): \$1.81/square foot

LETTER, LEGAL & EXECUTIVE SIZES FROM PHYSICAL FORMAT: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.

- Repair any torn or partial pages.
- Make the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Staple, bind, and/or clip the copies to match the original records.
- Return the originals to their proper location (including binding and stapling).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

LETTER, LEGAL & EXECUTIVE SIZES FROM ELECTRONIC FORMAT COPY: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Copy electronic records into one central location.
- Count the number of originals.
- Reformat/resize to print (if necessary).
- Print the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

V. POSTAGE – actual staff time plus the cost of mailing materials

ACTUAL STAFF TIME: Prior to preparing the mailing, qualified personnel will start a timer and calculate the time it takes to:

- Prepare, print and apply the mailing label/envelope.
- Weigh the parcel/envelope.
- Calculate postage.

If the parcel/envelope requires special handling, staff shall estimate the time it will take to deliver the item to the postal carrier (i.e. FedEx, UPS, physical USPS office, etc.). Staff shall not include the time it takes to place the item in the outgoing mail bin for standard mailing.

MAILING MATERIALS:

- **Standard envelopes (10 x 12 and smaller):** The City will charge a flat rate of \$1.00 to cover the cost of the envelope, shipping label, postage label/equipment and tape.
- **Boxes, padded envelopes, large envelopes, bubble wrap, packing material, cardboard mailers:** Actual cost. For specialized packages, the City will utilize the services of mailing professionals (i.e. FedEx, UPS, USPS, etc.). The requestor shall pay the actual costs associated with these services.

VI. EXTERNAL MEDIA DEVICES (FLASH DRIVES & HARD DRIVES)

Reminder: *Electronic records are available on the agency's public records portal at significant cost saving over external media devices.*

To prevent viruses or corrupt files from entering the City's networks, external media devices are not permitted under any circumstance. Whenever a requestor asks that their information be provided on an external media device, the City will purchase and furnish the device(s). The requestor must pay the actual cost of the device(s).

- When records are provided in installments, a new media device is required for each installment.
- If the records requested exceed the storage capacity of a flash drive, an external hard drive will be utilized.
- Records will not be broken into smaller installments simply to accommodate a flash drive rather than an external hard drive.

VII. CUSTOMIZED ACCESS FEE

A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.

VIII. DEPOSIT

The City of Kennewick may require a deposit in an amount *not to exceed* ten percent of the estimated cost of providing copies for a request, including a customized service charge.

CITY OF KENNEWICK
RESOLUTION NO.21-15

A RESOLUTION AMENDING THE PUBLIC RECORDS FEE SCHEDULE

WHEREAS, Chapter 1.40 of the Kennewick Municipal Code, contains the City of Kennewick's policy and procedures regarding requests for access to or copies of City records; and

WHEREAS, KMC 1.40.090 sets out the policy regarding costs of providing copies of public records; and

WHEREAS, citizens are able to inspect City records and access many City records online, both at no cost; and

WHEREAS, providing copies of public records is a growing expense for taxpayers; and

WHEREAS, local agencies are prohibited from a gift of public funds; and

WHEREAS, citizens pay for many of the services they receive from the city such as sewer, water, permits, etc.; and

WHEREAS, RCW 42.56.070(7), RCW 42.56.240(14)(e)(ii), and RCW 42.56.120 prescribes that agencies may be reimbursed for the cost of providing copies; and

WHEREAS, the City Council adopted the current fee schedule on August 15, 2017; and

WHEREAS, a statement of factors and manner used to determine the actual costs is described in Exhibit A; and

WHEREAS, the fee schedule shall be automatically updated annually using the factors described in Exhibit A; and

WHEREAS, RCW 42.56.070(7) requires a public hearing be held regarding adopting a fee schedule and the City's Public Records Policy, KMC 1.40.090 requires that the fee schedule be adopted by resolution; and

WHEREAS, a public hearing was held on December 21, 2021; NOW, THEREFORE,

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

Section 1. The following fee schedule is established for providing public records as required by Section 1.40.090 of the Kennewick Municipal Code:

**CITY OF KENNEWICK
PUBLIC RECORDS FEE SCHEDULE**

Fee Type	Fee Cost
Police—CD of Photos	\$1/CD—plus applicable electronic records fees.
Police—Customized Access**	Reimbursement up to the actual cost of providing the service—10% deposit required.
Police—Deposits	10% of estimated cost to produce all records
Police—Electronic Records—Actual Cost*	The actual cost incurred
Police—Electronic Records—Default Charges (cumulative)*:	10 cents/page for scanning; AND 5 cents/every four electronic files or attachments; AND 10 cents/gigabyte for transmitting records electronically
Police—Electronic Records—Flat Fee*	A flat fee of up to \$2 as an alternative to actual or default costs if the agency reasonably estimates and documents that the costs are equal or more than \$2
Police—Photocopies—Standard Size (Legal or Letter)	\$.50 per page
Police—Photos	\$1/page of 4 printed color photos
Police—Postage	Actual cost of postage and mailing supplies
Police—Reports	\$.40 per page
City/Fire—Photocopies—Standard Size (Legal or Letter)	\$.15/page
City/Fire—Photocopies—Large Format—B/W	\$.17/square foot
City/Fire—Photocopies—Large Format—Color	\$.29/square foot
City/Fire—CD of Data/Files**	\$1/CD—plus applicable electronic records fees.
City/Fire—Customized Access	Reimbursement up to the actual cost of providing the service—10% deposit required.
City/Fire—Deposits	10% of estimated cost to produce all records
City/Fire—DVD/Videotapes	\$1/DVD—plus applicable electronic records fees.
City/Fire—Electronic Records—Actual Cost*	The actual cost incurred
City/Fire—Electronic Records—Default Charges (cumulative)*:	10 cents/page for scanning; AND 5 cents/every four electronic files or attachments; AND 10 cents/gigabyte for transmitting records electronically
City/Fire—Electronic Records—Flat Fee*	A flat fee of up to \$2 as an alternative to actual or default costs if the agency reasonably estimates and documents that the costs are equal or more than \$2
City/Fire—Postage	Actual cost of postage and mailing supplies
*Effective August 24, 2017—Fees will be charged at the discretion of the Public Records Officer and/or their designee using one of the methods authorized by the state legislature (actual cost, default cost, or flat fee).	
**Effective August 24, 2017—An agency may assess a customized service charge for exceptionally large records requests that require staff and resources beyond what is normally available to the agency. The fee is in addition to the authorized copying costs, and may include reimbursement for the actual costs of providing the records. A customized service charge is warranted if:	
• fulfilling the request requires extensive use of information technology resources to identify, locate, format, or translate a record, or provide electronic access services;	
• or the request requires specialized analytical, research, or supervisory assistance to identify, locate, compile, or transfer the records.	

OPTION 2 – EMPLOYEE HOURLY RATE PLUS OVERHEAD

<u>FEE TYPE</u>	<u>COST</u>	<u>METHOD</u>
<u>I. RECORDS AVAILABLE AT NO COST</u>		
<u>Inspection of Records</u>	<u>None</u>	<u>Please arrange an in-person appointment Monday – Thursday between 8:30 a.m. to 4:00 p.m. (excluding holidays).</u>
<u>Links to records on Go2Kennewick.com</u>	<u>None</u>	<u>You will receive a link to a specific page on the agency’s website at no cost.</u>
<u>II. ELECTRONIC COPIES</u>		
<u>Transfer of Electronic Files</u>	<u>Transmission charge (including 15 files); plus</u> <ul style="list-style-type: none"> • <u>file flat rate (for 16 or more files); and</u> • <u>per gigabyte fee*;</u> • <u>and scanning fee**</u> 	<u>Please refer to Exhibit A.</u>
<u>File Flat Rate</u> <u>The cost to copy each electronic file.</u>	<u>For Jan. 1 through July 31, 2022, the rate is \$.54 per file. The rate is adjusted annually on August 1.</u>	<u>Please refer to Exhibit A.</u>
<u>*Gigabyte Fee–</u> <u>For requests with one gigabyte or more of data.</u>	<u>\$.10 per gigabyte for the transmission of public records in an electronic format.</u>	<u>Please refer to Exhibit A. This is an added fee for larger requests. Requests with less than one gigabyte are not charged this fee.</u>
<u>**Scanning Fee–</u> <u>For records which do not exist in electronic format.</u>	<u>The actual staff time.</u>	<u>Please refer to Exhibit A. This is an added fee. Requests without scanned records are not charged this fee.</u>
<u>III. VIDEO RECORDINGS</u>		
<u>Duplicate Copies</u> – When the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy		<u>Please refer to Electronic Files-Copies – Section II.</u>
<u>Traffic Camera Video</u> – When the recording requested is exclusively located at the intersection cabinet and no other place.	<u>Transmission charge; plus</u> <ul style="list-style-type: none"> • <u>the actual cost of staff time to copy the files; and</u> • <u>per gigabyte fee*.</u> 	<u>Please refer to Exhibit A.</u>
<u>Police Body/Dash Camera Video</u> – Request made by party directly involved.	<u>Transmission charge; plus</u> <ul style="list-style-type: none"> • <u>the actual cost of staff time to copy the files; and</u> • <u>per gigabyte fee*.</u> 	<u>Please refer to Exhibit A.</u>
<u>Police Body/Dash Camera Video</u> – Request made by party NOT directly involved.	<u>Transmission charge; plus</u> <ul style="list-style-type: none"> • <u>the actual cost of staff time to copy the files; and</u> • <u>the cost of staff time to redact any portion of the recording; and</u> • <u>per gigabyte fee*.</u> 	<u>Please refer to Exhibit A.</u>
<u>Miscellaneous Videos</u>	<u>Transmission charge; plus</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy the files; and</u> • <u>per gigabyte fee*.</u> 	

<u>IV. PHYSICAL COPIES</u>		
<u>Letter, Legal & Executive sized pages from physical format:</u>	<u>Actual staff time, plus:</u> • <u>cost per page.</u> • <u>postage (if necessary)</u>	<u>Please refer to Exhibit A.</u>
<u>Letter, Legal & Executive sized pages from electronic format:</u>	<u>Actual staff time, plus:</u> • <u>cost per page.</u> • <u>postage (if necessary)</u>	
<u>Large format copies (greater than 11 x 17).</u>	<u>Actual staff time, plus:</u> • <u>cost per page.</u> • <u>postage (if necessary)</u>	
<u>V. POSTAGE – ADDED TO THE COST OF PHYSICAL RECORDS</u>		
<u>Postage</u>	<u>Actual staff time, plus:</u> • <u>postage; and</u> • <u>the cost of shipping materials</u>	<u>Please refer to Exhibit A.</u>
<u>VI. MEDIA – ADDED TO THE COST OF ELECTRONIC RECORDS</u>		
<u>Flash Drives</u>	<u>Actual cost of flash drive.</u>	<u>Please refer to Exhibit A.</u>
<u>External Hard Drives</u>	<u>Actual cost of hard drive.</u>	
<u>VII. CUSTOMIZED ACCESS FEE</u>		
<u>A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.</u>		
<u>VIII. DEPOSIT</u>		
<u>The City of Kennewick may require a deposit in an amount <i>not to exceed</i> ten percent of the estimated cost of providing copies for a request, including a customized service charge.</u>		

Section 2. Resolution No. 17-18 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

Kennewick,
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-15 filed and recorded in
the office of the City Clerk of the City of

Washington, this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

OPTION TWO

Exhibit A

Statement of Factors and Manner Used to Determine Actual Costs for Producing Copies

This schedule is automatically updated August 1 of each year using the following factors.

I. RECORDS AVAILABLE AT NO COST

The City of Kennewick is committed to providing citizens with free access to inspection* of public records:

IN PERSON REVIEW: Requestors shall be provided an appointment or appointments during regular office hours to inspect documents compiled in response to their public records request. (RCW 42.56.120). Each appointment may not exceed 90 minutes and must conclude on or before 4:30 p.m. **Inspection does not include the cost of copies.*

LINKS TO SPECIFIC PAGES ON THE CITY'S WEBSITE. The City has made many records available at www.Go2Kennewick.com. Staff will provide a specific link in response to a request for existing, identifiable records on our website. (RCW 42.56.520)

II. ELECTRONIC COPIES

TRANSMISSION CHARGE: The City utilizes a public records portal to receive and manage public records requests, to store responsive records and to provide electronic copies of records to our customers. RCW 42.56.070 provides that agencies may recover the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service. The per capita "transmission charge" is calculated annually using the following method:

The annual cost of the public records portal for the prior fiscal year divided by the number of requests received during that period for which records were transmitted to the customer.

EXAMPLE: In 2020 the annual base cost of the portal was \$11,300. Records were transmitted for 1,635 requests: $11,300 \div 1,635 = \$6.91$.

TIME PER FILE: Our calculations determined it takes .46 minutes to e-copy one electronic record.

City staff performed a timed case study to determine the time it takes to make electronic copies of 10 files. For consistency, staff used the same original 10 files, the same mock request, and identical procedures for e-printing, re-naming, organizing for transmittal, zipping, uploading, publishing to customer account and giving the customer instructions for accessing the copies on the request portal (a cloud-based data storage and processing service).

Test No. 1: 4.58 minutes **Test No. 2:** 4.56 minutes **Average:** 4.57 minutes

Actual Time Per File (TPF) Copy Time: 4.57 minutes divided by 10 files equals .46 minutes.

Staff Time: Calculate per minute wages by dividing hourly salary by 60 to determine the cost per minute.

Cost Per File: Per Minute Wages x .46

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies.

***EXAMPLE:** Mary is asked to copy 37 electronic files. Mary earns a salary of \$20 per hour (not including benefits or overhead). It takes .46 minutes to copy one file.*

$$\$20 \div 60 = \$.33 \text{ (cost per minute)}$$

$$\$33 \times .46 = \$.15 \text{ (cost per file)}$$

$$\$15 \times 37 = \$5.62 \text{ (cost for 37 files)}$$

The cost for Mary to provide 37 electronic files is \$5.62.

FILE FLAT RATE: Our calculation will be updated annually using the per-minute average employee cost from the salaries reported to JLARC multiplied by .46 (the Time Per File). The JLARC report is submitted annually on or before July 1 and the new fee schedule will take effect August 1. For copies made between January 1 and July 31, 2022, the fee will be set at \$.54 per file.

A flat rate fee is overall less expensive for customers than itemizing actual fees. It is more efficient for staff to rely upon a flat fee whenever possible. This efficiency is a cost savings for taxpayers.

Each year, the City of Kennewick details various public records request metrics via a report to the Joint Legislative Audit Review Committee (JLARC). A significant element of this reporting is the cost of actual staff time spent

during the reporting period. Excluded are the salaries of anyone who did not perform work on public records requests.

Our fee schedule incorporates this average plus the overhead rate to determine the total hourly employee cost. This cost is divided by 60 to determine the per-minute cost (PMC). To calculate the File Flat Rate, we multiply the PMC by the TPF.

FOR INSTANCE: In 2021, the average staff hourly rate for the reporting period (01/01/2020 – 12/31/2020).

EXAMPLE: On November 1, 2021, Mary is asked to copy 37 electronic files. For the most recent JLARC reporting period (January 1, 2020 through December 31, 2020), the City experienced an average employee cost of \$70.16 per hour (\$39.78 average per hour plus \$30.38 overhead). We've established it takes .46 minutes to copy one file.

$$\underline{\$70.16 \div 60 = \$1.17 \text{ (Per Minute Cost - PMC)}}$$

$$\underline{\$1.17 \times .46 = \$.54 \text{ (Cost Per File - CPF)}}$$

The cost for Mary to copy 37 electronic files is \$19.98 (\$.54 x 37).

GIGABYTE FEE: The base transmission cost is calculated upon the flat annual cost of the portal. The cost of the City's public records portal is based upon limited storage. A surplus is charged if we exceed the plan limits. Therefore, it is necessary to pass along excess storage fees for large requests which exceed 1 gigabyte.

Pursuant to RCW 42.56.120(2)(b), *An agency need not calculate the actual costs it charges for providing public records if it has rules or regulations declaring the reasons doing so would be unduly burdensome . . .*

The city has established it is unduly burdensome to determine the per gigabyte fee for excess data storage costs per request. Therefore, the City is electing to use the standard rate established by RCW 42.56.120(2)(b)(iv) of \$.10 per gigabyte.

SCANNING FEE: Due to the inconsistent characteristics of physical records, it is not possible to determine a flat rate for scanning. Therefore, the City will charge the actual staff time to convert a standard-size scanned record to an electronic file. Prior to making a scanned copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages for scanning.
- Make the scan using agency equipment.
- Compare the original versus scanned copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Rename the scans.
- Return the originals to their proper location (including binding and stapling).
- Upload the scan to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

Staff cost per minute: Divide current hourly salary plus overhead by 60.

Scan cost: Multiply staff cost per minute by the number of minutes it took to scan and transmit the records.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies. Copies are typically made by administrative support staff but in some instances may be made by the person who prepared and/or retains the original records. Only the Public Records Officer/Specialist may release records to the customer and prepare instructions and correspondence.

III. VIDEO RECORDS

If the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy, this fee schedule will not apply. Instead, the standard electronic fees from Section II shall be applied.

The cost of staff time to copy electronic files for a request will be based upon the current salary and overhead of the qualified employee making the copies.

Staff cost per minute: ~~Divide current hourly salary plus overhead by 60. Divide hourly salary by 60.~~

Copy cost: Multiply staff cost per minute by the number of minutes it took to copy and transmit the records.

TRAFFIC CAMERA TRANSMISSION CHARGE: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Travel to the intersection(s).
- Program the DVR to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the DVR to the proper settings for recording.
- Travel to the office.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.

Prepare instructions and transmittal letter.

POLICE BODY/DASH CAMERA VIDEO: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

If the requestor is not a directly involved party to the incident, the following charges will also apply:

- Actual time spent applying redactions to the video.

MISCELLANEOUS VIDEOS Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

IV. PHYSICAL COPIES (*records provided in physical format to the requestor*).

Due to the inconsistent characteristics of physical records and the numerous formats of electronic records it is not possible to determine a flat rate for copying/printing. Therefore, the City will charge the actual staff time ([hourly salary plus overhead](#)) to duplicate records in physical format (plus equipment charges).

In addition to the actual staff time, customers must pay the actual per page cost for the agency's copying equipment. The rate is set by contracts with equipment vendors.

FOR INSTANCE: The 2021 the equipment contract rates have been set at:

Standard-Size Black & White Copies: \$.04/page

Standard-Size Color Copies: \$.10/page

Large-Format Equipment Rate (greater than 11x17): \$1.81/square foot

LETTER, LEGAL & EXECUTIVE SIZES FROM PHYSICAL FORMAT: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages.
- Make the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Staple, bind, and/or clip the copies to match the original records.
- Return the originals to their proper location (including binding and stapling).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

LETTER, LEGAL & EXECUTIVE SIZES FROM ELECTRONIC FORMAT COPY: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Copy electronic records into one central location.
- Count the number of originals.
- Reformat/resize to print (if necessary).
- Print the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

V. POSTAGE – *actual staff time plus the cost of mailing materials*

ACTUAL STAFF TIME: Prior to preparing the mailing, qualified personnel will start a timer and calculate the time it takes to:

- Prepare, print and apply the mailing label/envelope.
- Weigh the parcel/envelope.
- Calculate postage.

If the parcel/envelope requires special handling, staff shall estimate the time it will take to deliver the item to the postal carrier (i.e. FedEx, UPS, physical USPS office, etc.). Staff shall not include the time it takes to place the item in the outgoing mail bin for standard mailing.

MAILING MATERIALS:

- **Standard envelopes (10 x 12 and smaller):** The City will charge a flat rate of \$1.00 to cover the cost of the envelope, shipping label, postage label/equipment and tape.
- **Boxes, padded envelopes, large envelopes, bubble wrap, packing material, cardboard mailers:** Actual cost. For specialized packages, the City will utilize the services of mailing professionals (i.e. FedEx, UPS, USPS, etc.). The requestor shall pay the actual costs associated with these services.

VI. EXTERNAL MEDIA DEVICES (FLASH DRIVES & HARD DRIVES)

Reminder: Electronic records are available on the agency's public records portal at significant cost saving over external media devices.

To prevent viruses or corrupt files from entering the City's networks, external media devices are not permitted under any circumstance. Whenever a requestor asks that their information be provided on an external media device, the City will purchase and furnish the device(s). The requestor must pay the actual cost of the device(s).

- When records are provided in installments, a new media device is required for each installment.
- If the records requested exceed the storage capacity of a flash drive, an external hard drive will be utilized.
- Records will not be broken into smaller installments simply to accommodate a flash drive rather than an external hard drive.

VII. CUSTOMIZED ACCESS FEE

A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.

VIII. DEPOSIT

The City of Kennewick may require a deposit in an amount *not to exceed* ten percent of the estimated cost of providing copies for a request, including a customized service charge.

CITY OF KENNEWICK
RESOLUTION NO. 21-15

A RESOLUTION AMENDING THE PUBLIC RECORDS FEE SCHEDULE

WHEREAS, Chapter 1.40 of the Kennewick Municipal Code, contains the City of Kennewick's policy and procedures regarding requests for access to or copies of City records; and

WHEREAS, KMC 1.40.090 sets out the policy regarding costs of providing copies of public records; and

WHEREAS, citizens are able to inspect City records and access many City records online, both at no cost; and

WHEREAS, providing copies of public records is a growing expense for taxpayers; and

WHEREAS, local agencies are prohibited from a gift of public funds; and

WHEREAS, citizens pay for many of the services they receive from the city such as sewer, water, permits, etc.; and

WHEREAS, RCW 42.56.070(7), RCW 42.56.240(14)(e)(ii), and RCW 42.56.120 prescribes that agencies may be reimbursed for the cost of providing copies; and

WHEREAS, the City Council adopted the current fee schedule on August 15, 2017; and

WHEREAS, a statement of factors and manner used to determine the actual costs is described in Exhibit A; and

WHEREAS, the fee schedule shall be automatically updated annually using the factors described in Exhibit A; and

WHEREAS, RCW 42.56.070(7) requires a public hearing be held regarding adopting a fee schedule and the City's Public Records Policy, KMC 1.40.090 requires that the fee schedule be adopted by resolution; and

WHEREAS, a public hearing was held on December 21, 2021; NOW, THEREFORE,

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

Section 1. The following fee schedule is established for providing public records as required by Section 1.40.090 of the Kennewick Municipal Code:

OPTION ONE AS PRESENTED AT THE COUNCIL WORKSHOP DECEMBER 14, 2021.

FEE TYPE	COST	METHOD
I. RECORDS AVAILABLE AT NO COST		
Inspection of Records	None	Please arrange an in-person appointment Monday – Thursday between 8:30 a.m. to 4:00 p.m. (excluding holidays).
Links to records on Go2Kennewick.com	None	You will receive a link to a specific page on the agency’s website at no cost.
II. ELECTRONIC COPIES		
For requests with a total of 1-50 files.	Transmission charge; plus <ul style="list-style-type: none"> • per gigabyte fee*; and • scanning fee** 	Please refer to Exhibit A.
For requests with a total of 51 – 100 files.	Transmission charge plus: <ul style="list-style-type: none"> • \$.05 for every four files; and • per gigabyte fee*; and • scanning fee** 	
For requests with a total of more than 100 files.	Transmission charge plus: <ul style="list-style-type: none"> • the actual staff time to copy responsive records; and • per gigabyte fee*; and • scanning fee** 	
*Gigabyte Fee – For requests with one gigabyte or more of data.	\$.10 per gigabyte for the transmission of public records in an electronic format.	This is an added fee for larger requests. Requests with less than one gigabyte are not charged this fee.
**Scanning Fee – For records which do not exist in electronic format.	The actual staff time.	Please refer to Exhibit A. This is an added fee. Requests without scanned records are not charged this fee.
III. VIDEO RECORDINGS		
Duplicate Copies – When the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy		Please refer to Electronic Files – Section II.
Traffic Camera Video – When the recording requested is exclusively located at the intersection cabinet and no other place.	Transmission charge plus <ul style="list-style-type: none"> • the actual staff time to copy the files; and • \$.05 for every four files; and • per gigabyte fee*. 	Please refer to Exhibit A.
Police Body/Dash Camera Video – Request made by party directly involved.	Transmission charge plus <ul style="list-style-type: none"> • the actual staff time to copy the files; and • \$.05 for every four files; and • per gigabyte fee*. 	Please refer to Exhibit A.
Police Body/Dash Camera Video – Request made by party NOT directly involved.	Transmission charge plus: <ul style="list-style-type: none"> • the actual staff time to copy the files; and • the staff time to redact any portion of the recording; and • \$.05 for every four files; and • per gigabyte fee*. 	Please refer to Exhibit A.
Miscellaneous Videos	Transmission charge plus: <ul style="list-style-type: none"> • the actual staff time to copy the files; and • \$.05 for every four files; and • per gigabyte fee*. 	
IV. PHYSICAL COPIES		
Letter, Legal & Executive sized pages from physical format:	Actual staff time plus: <ul style="list-style-type: none"> • cost per page. • postage (if necessary) 	Please refer to Exhibit A.

Letter, Legal & Executive sized pages from electronic format:	Actual staff time plus: • cost per page. • postage (if necessary)	
Large format copies (greater than 11 x 17).	Actual staff time plus: • cost per page. • postage (if necessary)	
V. POSTAGE – ADDED TO THE COST OF PHYSICAL RECORDS		
Postage	Actual staff time plus: • postage; and • the cost of shipping materials	Please refer to Exhibit A.
VI. MEDIA – ADDED TO THE COST OF ELECTRONIC RECORDS		
Flash Drives	Actual cost of flash drive.	Please refer to Exhibit A.
External Hard Drives	Actual cost of hard drive.	
VII. CUSTOMIZED ACCESS FEE		
A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.		
VIII. DEPOSIT		
The City of Kennewick may require a deposit in an amount <i>not to exceed</i> ten percent of the estimated cost of providing copies for a request, including a customized service charge.		

Section 2. Resolution No. 17-18 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

Kennewick,
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-15 filed and recorded in
the office of the City Clerk of the City of

Washington, this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

OPTION ONE AS PRESENTED AT THE COUNCIL WORKSHOP DECEMBER 14, 2021.

Exhibit A

Statement of Factors and Manner Used to Determine Actual Costs for Producing Copies

This schedule is automatically updated February 1 of each year using the following factors.

I. RECORDS AVAILABLE AT NO COST

The City of Kennewick is committed to providing citizens with free access to inspection* of public records:

IN PERSON REVIEW: Requestors shall be provided an appointment or appointments during regular office hours to inspect documents compiled in response to their public records request. (RCW 42.56.120). Each appointment may not exceed 90 minutes and must conclude on or before 4:30 p.m. *Inspection does not include the cost of copies.

LINKS TO SPECIFIC PAGES ON THE CITY'S WEBSITE. The City has made many records available at www.Go2Kennewick.com. Staff will provide a specific link in response to a request for existing, identifiable records on our website. (RCW 42.56.520)

II. ELECTRONIC COPIES

TRANSMISSION CHARGE: The City utilizes a public records portal to receive and manage public records request, to store responsive records and to provide electronic copies of records to our customers. RCW 42.56.070 provides that agencies may recover the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service. The per capita "transmission charge" is calculated annually using the following method:

The annual cost of the public records portal for the prior fiscal year divided by the number of requests received during that period for which records were transmitted to the customer.

EXAMPLE: In 2020 the annual base cost of the portal was \$11,300. There were 2,053 requests received. Records were transmitted for 1,635 requests.

$$11,300 \div 1,635 = \$6.91$$

The Transmission Charge for 2021 is \$6.91. [CP1]

ACTUAL STAFF TIME TO MAKE ELECTRONIC COPIES: Our calculations determined it takes .46 minutes to e-copy one electronic record.

City staff performed a timed case study to determine the time it takes to make electronic copies of 10 files. For consistency, staff used the same original 10 files, the same mock request, and identical procedures for e-printing, re-naming, organizing for transmittal, zipping, uploading, publishing to customer account and giving the customer instructions for accessing the copies on the request portal (a cloud-based data storage and processing service).

Test No. 1: 4.58 minutes **Test No. 2:** 4.56 minutes **Average:** 4.57 minutes

Copy Time: 4.57 minutes divided by 10 files equals .46 minutes.

Staff Time: Calculate per minute wages by dividing hourly salary by 60 to determine the cost per minute.

Cost Per File: Per Minute Wages x .46

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies.

EXAMPLE: Mary is asked to copy 37 electronic files. Mary earns a salary of \$20 per hour (not including benefits or overhead). It takes .46 minutes to copy one file.

$$\$20 \div 60 = \$.33 \text{ (cost per minute)}$$

$$\$33 \times .46 = \$.15 \text{ (cost per file)}$$

$$\$15 \times 37 = \$5.62 \text{ (cost for 37 files)}$$

The cost for Mary to provide 37 electronic files is \$5.62.

GIGABYTE FEE: The base transmission cost is calculated upon the flat annual cost of the portal. The cost of the City's public records portal is based upon limited storage. A surplus is charged if we exceed the plan limits. Therefore, it is necessary to pass along excess storage fees for large requests which exceed 1 gigabyte.

Pursuant to RCW 42.56.120(2)(b), *An agency need not calculate the actual costs it charges for providing public records if it has rules or regulations declaring the reasons doing so would be unduly burdensome . . .*

The city has established it is unduly burdensome to determine the per gigabyte fee for excess data storage costs per request. Therefore, the City is electing to use the standard rate established by RCW 42.56.120(2)(b)(iv) of \$.10 per gigabyte.

SCANNING FEE: Due to the inconsistent characteristics of physical records, it is not possible to determine a flat rate for scanning. Therefore, the City will charge the actual staff time to convert a standard-size scanned record to an electronic file. Prior to making a scanned copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages for scanning.
- Make the scan using agency equipment.
- Compare the original versus scanned copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Rename the scans.
- Return the originals to their proper location (including binding and stapling).
- Upload the scan to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

Staff cost per minute: Divide hourly salary by 60.

Scan cost: Multiply staff cost per minute by the number of minutes it took to scan and transmit the records.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies. Copies are typically made by administrative support staff but in some instances may be made by the person who prepared and/or retains the original records. Only the Public Records Officer/Specialist may release records to the customer and prepare instructions and correspondence.

III. VIDEO RECORDS

If the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy, this fee schedule will not apply. Instead, the standard electronic fees from Section II shall be applied.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the qualified employee making the copies.

Staff cost per minute: Divide hourly salary by 60.

Copy cost: Multiply staff cost per minute by the number of minutes it took to copy and transmit the records.

TRAFFIC CAMERA TRANSMISSION CHARGE: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Travel to the intersection(s).
- Program the DVR to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the DVR to the proper settings for recording.
- Travel to the office.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.

Prepare instructions and transmittal letter.

POLICE BODY/DASH CAMERA VIDEO: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

If the requestor is not a directly involved party to the incident, the following charges will also apply:

- Actual time spent applying redactions to the video.

MISCELLANEOUS VIDEOS Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

IV. PHYSICAL COPIES (*records provided in physical format to the requestor*).

Due to the inconsistent characteristics of physical records and the numerous formats of electronic records it is not possible to determine a flat rate for copying/printing. Therefore, the City will charge the actual staff time to duplicate records in physical format (plus equipment charges).

In addition to the actual staff time, customers must pay the actual per page cost for the agency's copying equipment. The rate is set by contracts with equipment vendors.

For 2021 the equipment contract rates have been set at:

Standard-Size Black & White Copies: \$.04/page

Standard-Size Color Copies: \$.10/page

Large-Format Equipment Rate (greater than 11x17): \$1.81/square foot

LETTER, LEGAL & EXECUTIVE SIZES FROM PHYSICAL FORMAT: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages.
- Make the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Staple, bind, and/or clip the copies to match the original records.
- Return the originals to their proper location (including binding and stapling).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

LETTER, LEGAL & EXECUTIVE SIZES FROM ELECTRONIC FORMAT COPY: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Copy electronic records into one central location.
- Count the number of originals.
- Reformat/resize to print (if necessary).
- Print the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

V. POSTAGE – actual staff time plus the cost of mailing materials

ACTUAL STAFF TIME: Prior to preparing the mailing, qualified personnel will start a timer and calculate the time it takes to:

- Prepare, print and apply the mailing label/envelope.
- Weigh the parcel/envelope.
- Calculate postage.

If the parcel/envelope requires special handling, staff shall estimate the time it will take to deliver the item to the postal carrier (i.e. FedEx, UPS, physical USPS office, etc.). Staff shall not include the time it takes to place the item in the outgoing mail bin for standard mailing.

MAILING MATERIALS:

- **Standard envelopes (10 x 12 and smaller):** The City will charge a flat rate of \$1.00 to cover the cost of the envelope, shipping label, postage label/equipment and tape.
- **Boxes, padded envelopes, large envelopes, bubble wrap, packing material, cardboard mailers:** Actual cost. For specialized packages, the City will utilize the services of mailing professionals (i.e. FedEx, UPS, USPS, etc.). The requestor shall pay the actual costs associated with these services.

VI. EXTERNAL MEDIA DEVICES (FLASH DRIVES & HARD DRIVES)

Reminder: *Electronic records are available on the agency's public records portal at significant cost saving over external media devices.*

To prevent viruses or corrupt files from entering the City's networks, external media devices are not permitted under any circumstance. Whenever a requestor asks that their information be provided on an external media device, the City will purchase and furnish the device(s). The requestor must pay the actual cost of the device(s).

- When records are provided in installments, a new media device is required for each installment.
- If the records requested exceed the storage capacity of a flash drive, an external hard drive will be utilized.
- Records will not be broken into smaller installments simply to accommodate a flash drive rather than an external hard drive.

VII. CUSTOMIZED ACCESS FEE

A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.

VIII. DEPOSIT

The City of Kennewick may require a deposit in an amount *not to exceed* ten percent of the estimated cost of providing copies for a request, including a customized service charge.

CITY OF KENNEWICK
RESOLUTION NO. 21-15

A RESOLUTION AMENDING THE PUBLIC RECORDS FEE SCHEDULE

WHEREAS, Chapter 1.40 of the Kennewick Municipal Code, contains the City of Kennewick's policy and procedures regarding requests for access to or copies of City records; and

WHEREAS, KMC 1.40.090 sets out the policy regarding costs of providing copies of public records; and

WHEREAS, citizens are able to inspect City records and access many City records online, both at no cost; and

WHEREAS, providing copies of public records is a growing expense for taxpayers; and

WHEREAS, local agencies are prohibited from a gift of public funds; and

WHEREAS, citizens pay for many of the services they receive from the city such as sewer, water, permits, etc.; and

WHEREAS, RCW 42.56.070(7), RCW 42.56.240(14)(e)(ii), and RCW 42.56.120 prescribes that agencies may be reimbursed for the cost of providing copies; and

WHEREAS, the City Council adopted the current fee schedule on August 15, 2017; and

WHEREAS, a statement of factors and manner used to determine the actual costs is described in Exhibit A; and

WHEREAS, the fee schedule shall be automatically updated annually using the factors described in Exhibit A; and

WHEREAS, RCW 42.56.070(7) requires a public hearing be held regarding adopting a fee schedule and the City's Public Records Policy, KMC 1.40.090 requires that the fee schedule be adopted by resolution; and

WHEREAS, a public hearing was held on December 21, 2021; NOW, THEREFORE,

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

Section 1. The following fee schedule is established for providing public records as required by Section 1.40.090 of the Kennewick Municipal Code:

**CITY OF KENNEWICK
PUBLIC RECORDS FEE SCHEDULE**

Fee Type	Fee Cost
Police—CD of Photos	\$1/CD—plus applicable electronic records fees.
Police—Customized Access**	Reimbursement up to the actual cost of providing the service—10% deposit required.
Police—Deposits	10% of estimated cost to produce all records
Police—Electronic Records—Actual Cost*	The actual cost incurred
Police—Electronic Records—Default Charges (cumulative)*:	10 cents/page for scanning; AND 5 cents/every four electronic files or attachments; AND 10 cents/gigabyte for transmitting records electronically
Police—Electronic Records—Flat Fee*	A flat fee of up to \$2 as an alternative to actual or default costs if the agency reasonably estimates and documents that the costs are equal or more than \$2
Police—Photocopies—Standard Size (Legal or Letter)	\$.50 per page
Police—Photos	\$1/page of 4 printed color photos
Police—Postage	Actual cost of postage and mailing supplies
Police—Reports	\$.40 per page
City/Fire—Photocopies—Standard Size (Legal or Letter)	\$.15/page
City/Fire—Photocopies—Large Format—B/W	\$.17/square foot
City/Fire—Photocopies—Large Format—Color	\$.29/square foot
City/Fire—CD of Data/Files**	\$1/CD—plus applicable electronic records fees.
City/Fire—Customized Access	Reimbursement up to the actual cost of providing the service—10% deposit required.
City/Fire—Deposits	10% of estimated cost to produce all records
City/Fire—DVD/Videotapes	\$1/DVD—plus applicable electronic records fees.
City/Fire—Electronic Records—Actual Cost*	The actual cost incurred
City/Fire—Electronic Records—Default Charges (cumulative)*:	10 cents/page for scanning; AND 5 cents/every four electronic files or attachments; AND 10 cents/gigabyte for transmitting records electronically
City/Fire—Electronic Records—Flat Fee*	A flat fee of up to \$2 as an alternative to actual or default costs if the agency reasonably estimates and documents that the costs are equal or more than \$2
City/Fire—Postage	Actual cost of postage and mailing supplies
*Effective August 24, 2017—Fees will be charged at the discretion of the Public Records Officer and/or their designee using one of the methods authorized by the state legislature (actual cost, default cost, or flat fee).	
**Effective August 24, 2017—An agency may assess a customized service charge for exceptionally large records requests that require staff and resources beyond what is normally available to the agency. The fee is in addition to the authorized copying costs, and may include reimbursement for the actual costs of providing the records. A customized service charge is warranted if:	
• fulfilling the request requires extensive use of information technology resources to identify, locate, format, or translate a record, or provide electronic access services;	
• or the request requires specialized analytical, research, or supervisory assistance to identify, locate, compile, or transfer the records.	

OPTION ONE AS PRESENTED AT THE COUNCIL WORKSHOP DECEMBER 14, 2021.

<u>FEE TYPE</u>	<u>COST</u>	<u>METHOD</u>
<u>I. RECORDS AVAILABLE AT NO COST</u>		
<u>Inspection of Records</u>	<u>None</u>	<u>Please arrange an in-person appointment Monday – Thursday between 8:30 a.m. to 4:00 p.m. (excluding holidays).</u>
<u>Links to records on Go2Kennewick.com</u>	<u>None</u>	<u>You will receive a link to a specific page on the agency’s website at no cost.</u>
<u>II. ELECTRONIC COPIES</u>		
<u>For requests with a total of 1-50 files.</u>	<u>Transmission charge; plus</u> <ul style="list-style-type: none"> • <u>per gigabyte fee*</u>; and • <u>scanning fee**</u> 	<u>Please refer to Exhibit A.</u>
<u>For requests with a total of 51 – 100 files.</u>	<u>Transmission charge plus:</u> <ul style="list-style-type: none"> • <u>\$.05 for every four files; and</u> • <u>per gigabyte fee*</u>; and • <u>scanning fee**</u> 	
<u>For requests with a total of more than 100 files.</u>	<u>Transmission charge plus:</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy responsive records; and</u> • <u>per gigabyte fee*</u>; and • <u>scanning fee**</u> 	
<u>*Gigabyte Fee– For requests with one gigabyte or more of data.</u>	<u>\$.10 per gigabyte for the transmission of public records in an electronic format.</u>	<u>This is an added fee for larger requests. Requests with less than one gigabyte are not charged this fee.</u>
<u>**Scanning Fee– For records which do not exist in electronic format.</u>	<u>The actual staff time.</u>	<u>Please refer to Exhibit A. This is an added fee. Requests without scanned records are not charged this fee.</u>
<u>III. VIDEO RECORDINGS</u>		
<u>Duplicate Copies – When the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy</u>		<u>Please refer to Electronic Files – Section II.</u>
<u>Traffic Camera Video – When the recording requested is exclusively located at the intersection cabinet and no other place.</u>	<u>Transmission charge plus</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy the files; and</u> • <u>\$.05 for every four files; and</u> • <u>per gigabyte fee*</u>. 	<u>Please refer to Exhibit A.</u>
<u>Police Body/Dash Camera Video – Request made by party directly involved.</u>	<u>Transmission charge plus</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy the files; and</u> • <u>\$.05 for every four files; and</u> • <u>per gigabyte fee*</u>. 	<u>Please refer to Exhibit A.</u>
<u>Police Body/Dash Camera Video – Request made by party NOT directly involved.</u>	<u>Transmission charge plus:</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy the files; and</u> • <u>the staff time to redact any portion of the recording; and</u> • <u>\$.05 for every four files; and</u> • <u>per gigabyte fee*</u>. 	<u>Please refer to Exhibit A.</u>
<u>Miscellaneous Videos</u>	<u>Transmission charge plus:</u> <ul style="list-style-type: none"> • <u>the actual staff time to copy the files; and</u> • <u>\$.05 for every four files; and</u> • <u>per gigabyte fee*</u>. 	
<u>IV. PHYSICAL COPIES</u>		
<u>Letter, Legal & Executive sized pages from physical format:</u>	<u>Actual staff time plus:</u> <ul style="list-style-type: none"> • <u>cost per page.</u> • <u>postage (if necessary)</u> 	<u>Please refer to Exhibit A.</u>

<u>Letter, Legal & Executive sized pages from electronic format:</u>	<u>Actual staff time plus:</u> • <u>cost per page.</u> • <u>postage (if necessary)</u>	
<u>Large format copies (greater than 11 x 17).</u>	<u>Actual staff time plus:</u> • <u>cost per page.</u> • <u>postage (if necessary)</u>	
<u>V. POSTAGE – ADDED TO THE COST OF PHYSICAL RECORDS</u>		
<u>Postage</u>	<u>Actual staff time plus:</u> • <u>postage; and</u> • <u>the cost of shipping materials</u>	<u>Please refer to Exhibit A.</u>
<u>VI. MEDIA – ADDED TO THE COST OF ELECTRONIC RECORDS</u>		
<u>Flash Drives</u>	<u>Actual cost of flash drive.</u>	<u>Please refer to Exhibit A.</u>
<u>External Hard Drives</u>	<u>Actual cost of hard drive.</u>	
<u>VII. CUSTOMIZED ACCESS FEE</u>		
<u>A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.</u>		
<u>VIII. DEPOSIT</u>		
<u>The City of Kennewick may require a deposit in an amount <i>not to exceed</i> ten percent of the estimated cost of providing copies for a request, including a customized service charge.</u>		

Section 2. Resolution No. 17-18 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of December, 2021, and signed in authentication of its passage this 21st day of December, 2021.

Attest:

DON BRITAIN, Mayor

Kennewick,
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-15 filed and recorded in
the office of the City Clerk of the City of

Washington, this 22nd day of December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

OPTION ONE AS PRESENTED AT THE COUNCIL WORKSHOP DECEMBER 14, 2021.

Exhibit A

Statement of Factors and Manner Used to Determine Actual Costs for Producing Copies

This schedule is automatically updated February 1 of each year using the following factors.

I. RECORDS AVAILABLE AT NO COST

The City of Kennewick is committed to providing citizens with free access to *inspection** of public records:

IN PERSON REVIEW: Requestors shall be provided an appointment or appointments during regular office hours to inspect documents compiled in response to their public records request. (RCW 42.56.120). Each appointment may not exceed 90 minutes and must conclude on or before 4:30 p.m. **Inspection does not include the cost of copies.*

LINKS TO SPECIFIC PAGES ON THE CITY'S WEBSITE. The City has made many records available at www.Go2Kennewick.com. Staff will provide a specific link in response to a request for existing, identifiable records on our website. (RCW 42.56.520)

II. ELECTRONIC COPIES

TRANSMISSION CHARGE: The City utilizes a public records portal to receive and manage public records request, to store responsive records and to provide electronic copies of records to our customers. RCW 42.56.070 provides that agencies may recover the actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service. The per capita "transmission charge" is calculated annually using the following method:

The annual cost of the public records portal for the prior fiscal year divided by the number of requests received during that period for which records were transmitted to the customer.

EXAMPLE: In 2020 the annual base cost of the portal was \$11,300. There were 2,053 requests received. Records were transmitted for 1,635 requests.

$$11,300 \div 1,635 = \$6.91$$

The Transmission Charge for 2021 is \$6.91. [CP1]

ACTUAL STAFF TIME TO MAKE ELECTRONIC COPIES: Our calculations determined it takes **.46 minutes to e-copy one electronic record.**

City staff performed a timed case study to determine the time it takes to make electronic copies of 10 files. For consistency, staff used the same original 10 files, the same mock request, and identical procedures for e-printing, re-naming, organizing for transmittal, zipping, uploading, publishing to customer account and giving the customer instructions for accessing the copies on the request portal (a cloud-based data storage and processing service).

Test No. 1: 4.58 minutes **Test No. 2:** 4.56 minutes **Average:** 4.57 minutes

Copy Time: 4.57 minutes divided by 10 files equals .46 minutes.

Staff Time: Calculate per minute wages by dividing hourly salary by 60 to determine the cost per minute.

Cost Per File: Per Minute Wages x .46

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies.

EXAMPLE: Mary is asked to copy 37 electronic files. Mary earns a salary of \$20 per hour (not including benefits or overhead). It takes .46 minutes to copy one file.

$$\$20 \div 60 = \$.33 \text{ (cost per minute)}$$

$$.33 \times .46 = \$.15 \text{ (cost per file)}$$

$$.15 \times 37 = \$5.62 \text{ (cost for 37 files)}$$

The cost for Mary to provide 37 electronic files is \$5.62.

GIGABYTE FEE: The base transmission cost is calculated upon the flat annual cost of the portal. The cost of the City’s public records portal is based upon limited storage. A surplus is charged if we exceed the plan limits. Therefore, it is necessary to pass along excess storage fees for large requests which exceed 1 gigabyte.

Pursuant to RCW 42.56.120(2)(b), An agency need not calculate the actual costs it charges for providing public records if it has rules or regulations declaring the reasons doing so would be unduly burdensome . . .

The city has established it is unduly burdensome to determine the per gigabyte fee for excess data storage costs per request. Therefore, the City is electing to use the standard rate established by RCW 42.56.120(2)(b)(iv) of \$.10 per gigabyte.

SCANNING FEE: Due to the inconsistent characteristics of physical records, it is not possible to determine a flat rate for scanning. Therefore, the City will charge the actual staff time to convert a standard-size scanned record to an electronic file. Prior to making a scanned copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages for scanning.
- Make the scan using agency equipment.
- Compare the original versus scanned copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Rename the scans.
- Return the originals to their proper location (including binding and stapling).
- Upload the scan to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

Staff cost per minute: Divide hourly salary by 60.

Scan cost: Multiply staff cost per minute by the number of minutes it took to scan and transmit the records.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the employee making the copies. Copies are typically made by administrative support staff but in some instances may be made by the person who prepared and/or retains the original records. Only the Public Records Officer/Specialist may release records to the customer and prepare instructions and correspondence.

III. VIDEO RECORDS

If the exact recording has been previously requested and the circumstances requiring/waiving redactions are identical and the recording is available as an existing copy, this fee schedule will not apply. Instead, the standard electronic fees from Section II shall be applied.

The cost of staff time to copy electronic files for a request will be based upon the current salary of the qualified employee making the copies.

Staff cost per minute: Divide hourly salary by 60.

Copy cost: Multiply staff cost per minute by the number of minutes it took to copy and transmit the records.

TRAFFIC CAMERA TRANSMISSION CHARGE: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Travel to the intersection(s).
- Program the DVR to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the DVR to the proper settings for recording.
- Travel to the office.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.

Prepare instructions and transmittal letter.

POLICE BODY/DASH CAMERA VIDEO: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

If the requestor is not a directly involved party to the incident, the following charges will also apply:

- Actual time spent applying redactions to the video.

MISCELLANEOUS VIDEOS Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Program the equipment to extract the video (excludes the time to locate the video).
- Run the extraction.
- Verify the accuracy of the copy.
- Return the equipment to the proper settings for recording.
- Upload the recording file(s) to the records portal.
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

IV. _____ PHYSICAL COPIES (records provided in physical format to the requestor).

Due to the inconsistent characteristics of physical records and the numerous formats of electronic records it is not possible to determine a flat rate for copying/printing. Therefore, the City will charge the actual staff time to duplicate records in physical format (plus equipment charges).

In addition to the actual staff time, customers must pay the actual per page cost for the agency's copying equipment. The rate is set by contracts with equipment vendors.

For 2021 the equipment contract rates have been set at:

Standard-Size Black & White Copies: \$.04/page

Standard-Size Color Copies: \$.10/page

Large-Format Equipment Rate (greater than 11x17): \$1.81/square foot

LETTER, LEGAL & EXECUTIVE SIZES FROM PHYSICAL FORMAT: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Remove the physical record from its original location (excluding any time spent locating the record).
- Remove paper clips, binder clips, staples, etc.
- Count the number of originals.
- Determine duplex or simplex originals.
- Repair any torn or partial pages.
- Make the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Staple, bind, and/or clip the copies to match the original records.
- Return the originals to their proper location (including binding and stapling).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

LETTER, LEGAL & EXECUTIVE SIZES FROM ELECTRONIC FORMAT COPY: Prior to making a copy, qualified personnel will start a timer and calculate the time it takes to:

- Copy electronic records into one central location.
- Count the number of originals.
- Reformat/resize to print (if necessary).
- Print the copy using agency equipment.
- Compare the original versus copied copies for quality (page count, legibility, skewed pages, blurred images, etc.).
- Calculate fees for the time spent making the copy.
- Transmit the records to the customer.
- Prepare instructions and transmittal letter.

V. POSTAGE – actual staff time plus the cost of mailing materials.

ACTUAL STAFF TIME: Prior to preparing the mailing, qualified personnel will start a timer and calculate the time it takes to:

- Prepare, print and apply the mailing label/envelope.
- Weigh the parcel/envelope.
- Calculate postage.

If the parcel/envelope requires special handling, staff shall estimate the time it will take to deliver the item to the postal carrier (i.e. FedEx, UPS, physical USPS office, etc.). Staff shall not include the time it takes to place the item in the outgoing mail bin for standard mailing.

MAILING MATERIALS:

- **Standard envelopes (10 x 12 and smaller):** The City will charge a flat rate of \$1.00 to cover the cost of the envelope, shipping label, postage label/equipment and tape.
- **Boxes, padded envelopes, large envelopes, bubble wrap, packing material, cardboard mailers:** Actual cost. For specialized packages, the City will utilize the services of mailing professionals (i.e. FedEx, UPS, USPS, etc.). The requestor shall pay the actual costs associated with these services.

VI. EXTERNAL MEDIA DEVICES (FLASH DRIVES & HARD DRIVES)

Reminder: Electronic records are available on the agency's public records portal at significant cost saving over external media devices.

To prevent viruses or corrupt files from entering the City's networks, external media devices are not permitted under any circumstance. Whenever a requestor asks that their information be provided on an external media device, the City will purchase and furnish the device(s). The requestor must pay the actual cost of the device(s).

- When records are provided in installments, a new media device is required for each installment.
- If the records requested exceed the storage capacity of a flash drive, an external hard drive will be utilized.
- Records will not be broken into smaller installments simply to accommodate a flash drive rather than an external hard drive.

VII. CUSTOMIZED ACCESS FEE

A customized service charge may be imposed if the City of Kennewick estimates the request will require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes.

VIII. DEPOSIT

The City of Kennewick may require a deposit in an amount *not to exceed* ten percent of the estimated cost of providing copies for a request, including a customized service charge.



UPDATES TO THE PUBLIC RECORDS POLICY & FEE SCHEDULE

CITY CLERK'S OFFICE
DECEMBER 2021

TRANSPARENCY FOR CITIZENS - ACCOUNTABILITY TO TAXPAYERS



Modifying the Fee Schedule is Necessary



Determining the Cost of Copies excerpts from *RCW 42.56*

- ▶ An agency may include all costs directly incident to copying including:
 - ▶ The actual cost of the paper
 - ▶ The per page cost for use of agency copying equipment
 - ▶ The actual cost of the electronic production or file transfer of the record
 - ▶ The use of any cloud-based data storage and processing service
 - ▶ Transmitting records in an electronic format, including the cost of any transmission charge and use of any physical media device provided by the agency
 - ▶ Shipping such public records
 - ▶ The reasonable costs of redacting any portion of the body worn camera recording prior to disclosure (for persons not involved in the incident).



The Current Fee Schedule

Resolution 17-18

City/Fire - Electronic Records - Actual Cost*	The actual cost incurred
City/Fire - Electronic Records - Default Charges (cumulative)*:	10 cents/page for scanning; AND 5 cents/every four electronic files or attachments; AND 10 cents/gigabyte for transmitting records electronically
City/Fire - Electronic Records - Flat Fee*	A flat fee of up to \$2 as an alternative to actual or default costs if the agency reasonably estimates and documents that the costs are equal or more than \$2
City/Fire - Postage	Actual cost of postage and mailing supplies
*Effective August 24, 2017 - Fees will be charged at the discretion of the Public Records Officer and/or their designee using one of the methods authorized by the state legislature (actual cost, default cost, or flat fee).	
**Effective August 24, 2017 - An agency may assess a customized service charge for exceptionally large records requests that require staff and resources beyond what is normally available to the agency. The fee is in addition to the authorized copying costs, and may include reimbursement for the actual costs of providing the records. A customized service charge is warranted if: <ul style="list-style-type: none">• fulfilling the request requires extensive use of information technology resources to identify, locate, format, or translate a record, or provide electronic access services;• or the request requires specialized analytical, research, or supervisory assistance to identify, locate, compile, or transfer the records.	

Resolution 17-18 authorizes the City to charge the actual cost of copies.

What we didn't understand in 2017 is that our fee schedule lacks specificity required by RCW 42.56 and doesn't describe the methods and manners used to determine actual costs. Therefore, we've been defaulting to the lower rates. Our recommended fee schedule resolves those shortcomings but is not expanding the scope of copies fees Council authorized us to recover in 2017.

The Problems



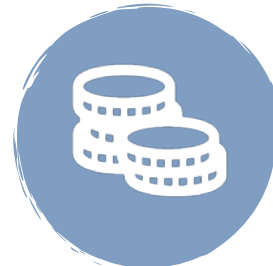
Increased Requests
Complexity
& Scope



Cost to
Financial
Taxpayers



Ambiguity
Arbitrary
Copy Fees



Cost
Cost to
Customer



Time
Completing
Requests

Providing access to public records is an essential function of government and is one of the most important services we provide. This service needs to remain free and accessible to everyone. Customers are often confused about the amount of fees charged, and the basis for those charges. Instead of a transparent process, many customers seem overwhelmed and unsure how to proceed.



Streamline
Increase
efficiency.



Fairness
Treat
requestors
equally AND
equitably.



Price
Recover
taxpayer
resources at
a fair rate.

The Solution

Recover predictable and permissible
copy costs while maintaining free
inspection of onsite and online
records.



FREE Records

No Cost to
Inspect and
Self-Copy



Time Tests

Calculating
Averages for Copy
Tasks



Accurate Fees

Actual Cost to
Create Copies &
Per Capita FTP
Costs



Public Hearing

Listen to Our
Customers' Perspectives

Fee-Setting Process

- Focus on free access to records
- Pinpoint actual time to complete copy tasks
- Differentiate flat rates from custom
- Communicate proposed fees and consider community input

FACTORS AND MANNER USED TO DETERMINE ACTUAL COSTS



Elements of Electronic Copies



Copy Files
& Rename



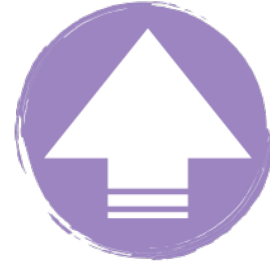
Check Quality
& Accuracy



Create
Folder
& Save
Files to It



Zip Folder
for
Transmittal



Upload
Zipped Folder
to GovQA
& Publish



Calculate
Fees



Provide
instructions
to customer
for accessing
the records



Time Study - Electronic Copies

Test No. 1: 4.58 minutes **Test No. 2:** 4.56 minutes **Average:** 4.57 minutes

Elements of Electronic Copy Charges

COPY TIME:

$4.57 \text{ Min} \div 10 \text{ files} =$
.46 Time Per File (TPF)

STAFF COST:

$\text{Hourly Salary} \div 60 =$
Per Minute Wages (PMW)

COST PER FILE =
TPF X PMW

City staff performed a case study to determine the time it takes to make electronic copies. We practiced the run through and then timed two complete copy cycles.

For consistency, staff used the same original 10 files, the same mock request, and identical procedures for the steps I just described to you a moment ago.

Transmission Charge – GovQA FTP Site

The City utilizes GovQA to transmit records to requestors. Using a per capita basis, we've developed a formula which can be easily updated annually without modifying the resolution each time.



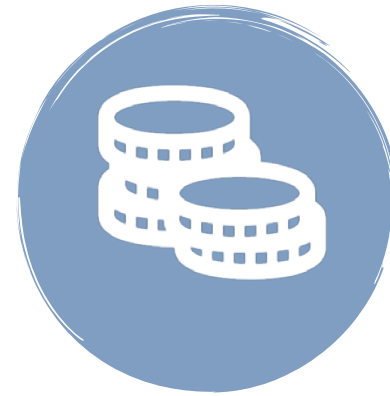
GovQA Annual Cost

The annual cost of the GovQA Platform from the most recent full calendar year.



Number of Requests

The number of requests from the prior year under which records were transmitted.



Transmission Charge

This is the base fee charged for all records transmitted through the FTP site.



OPTION 1

EMPLOYEE COSTS: ACTUAL HOURLY RATE

Actual Staff Time to Make Electronic Copies:

PER-MINUTE COST (PMC):
Actual Hourly Rate \div 60

TIME PER FILE (TPF)
.46 minutes per file

COST PER FILE =
PMC X TPF

EXAMPLE: Mary is asked to copy 37 electronic files. Mary's current salary is \$20 per hour*.

$\$20 \div 60 = \$.33$ (Per Minute Wage)

$\$.33 \times .46 = \$.15$ (Cost Per File)

$\$.15 \times 37 = \5.62 (cost for 37 files)

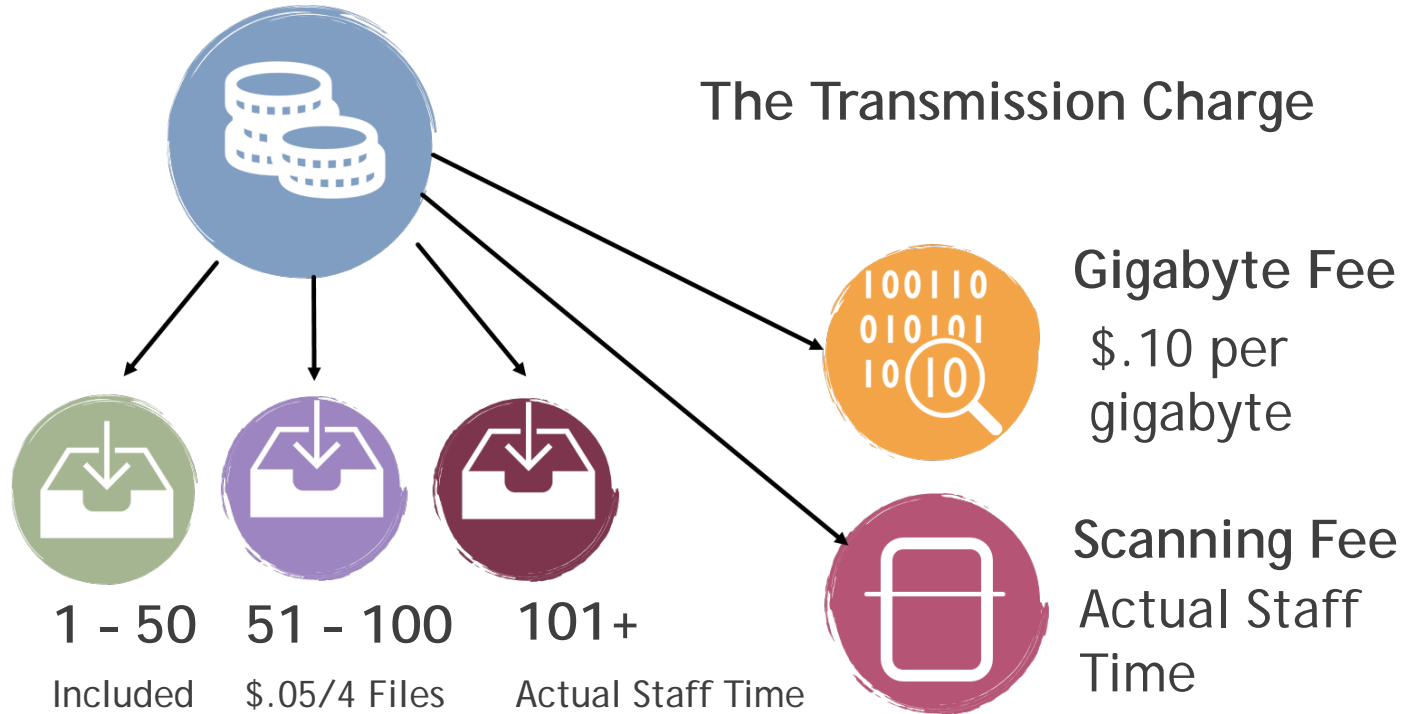
The cost for Mary to provide 37 electronic files is \$5.62

**This example does not include overhead.*

Overhead is determined annually and can be added to the actual hourly rate.

ELECTRONIC COPY FEES

OPTION 1



EXAMPLE: Mary is asked to copy 37 electronic files. Mary's current salary is \$20 per hour*.

$$\$20 \div 60 = \$.33 \text{ (Per Minute Wage)}$$

$$$.33 \times .46 = \$.15 \text{ (Cost Per File)}$$

$$$.15 \times 37 = \$5.62 \text{ (cost for 37 files)}$$

The cost for Mary to provide 37 electronic files is \$5.62

**This example does not include overhead.*

Overhead is determined annually and can be added to the actual hourly rate.



OPTION 2

EMPLOYEE COSTS: PER-FILE FLAT RATE

Calculating Average Staff Cost to Make Electronic Copies:

PER-MINUTE COST (PMC):
Average Hourly Rate* +
Overhead Rate ÷ 60

TIME PER FILE (TPF)
.46 minutes per file

COST PER FILE =
PMC X TPF

Each year, the City of Kennewick details various public records request metrics via a report to the Joint Legislative Audit Review Committee (JLARC). A significant element of this reporting is the cost of actual staff time. *The average of the salaries is calculated using only those employees who worked on public records requests during the reporting period.

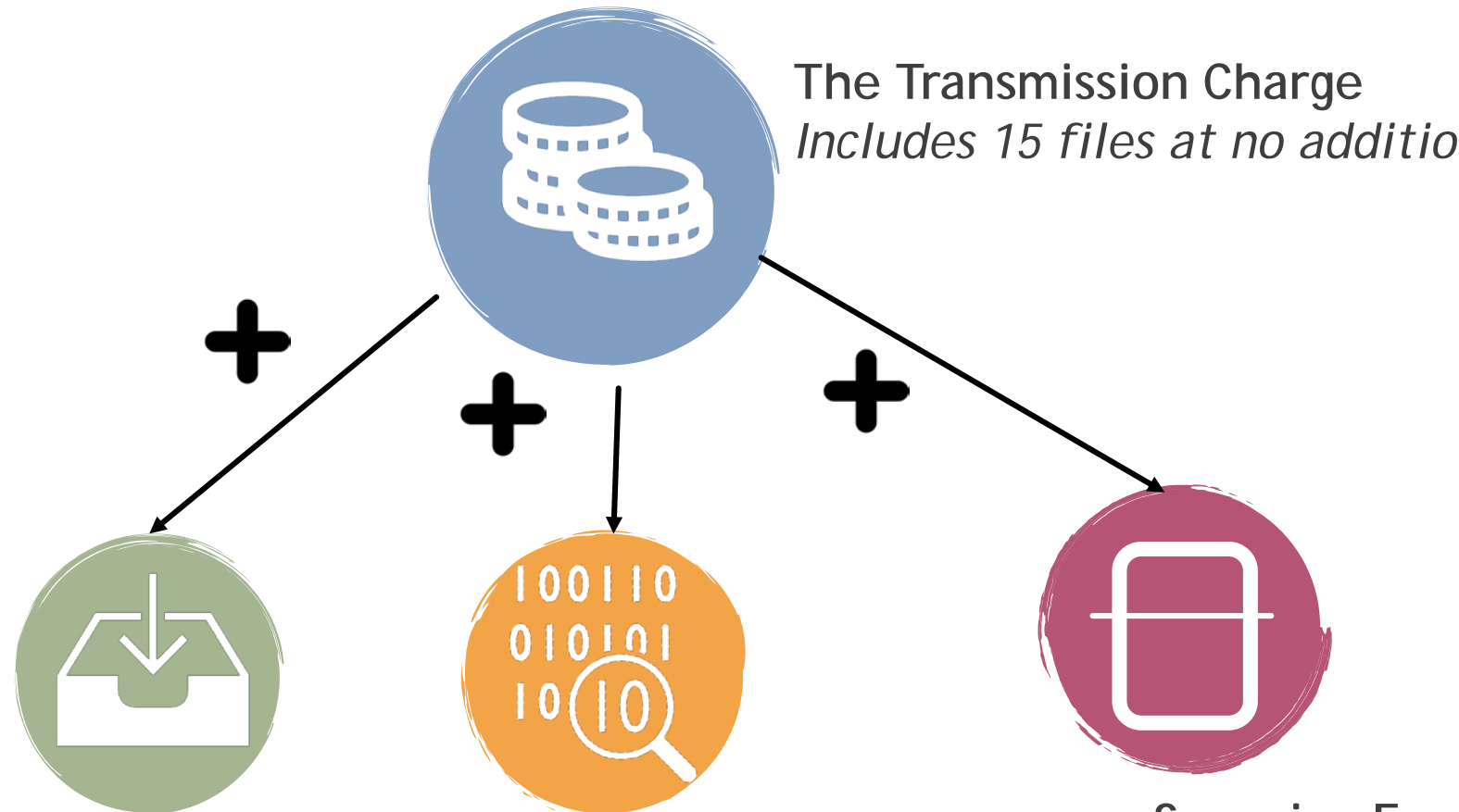
This average plus the overhead rate determines the total hourly employee cost. This cost is divided by 60 to determine the per-minute cost (PMC).

To calculate the flat per file rate, we multiply the PMC by the TPF.



ELECTRONIC COPY FEES

OPTION 2



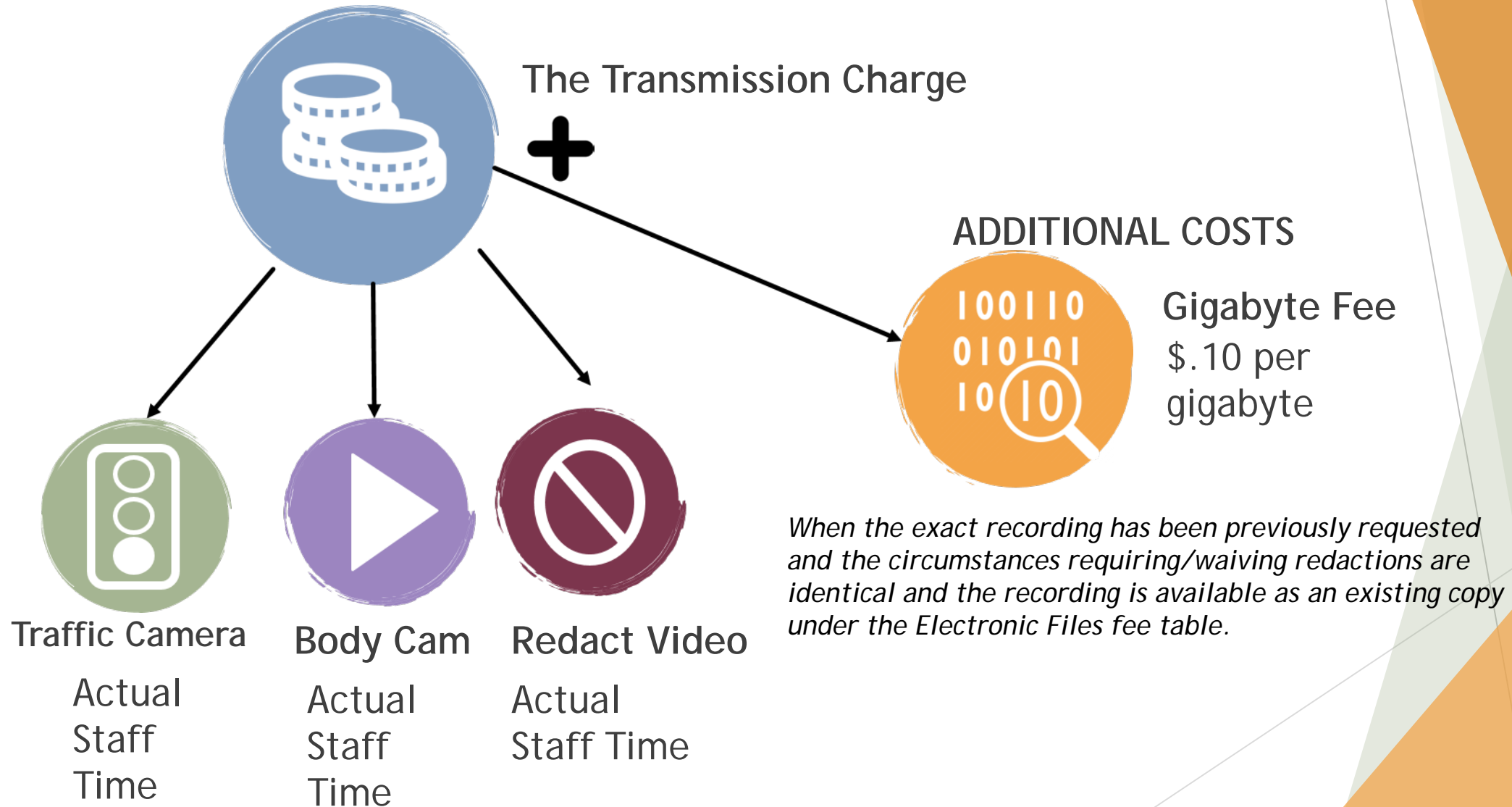
The Transmission Charge
Includes 15 files at no additional cost.

Per-File Flat Rate
for files 16+
Amount set annually

Gigabyte Fee
\$.10 per
gigabyte

Scanning Fee
Actual Staff
Time

VIDEO COPY FEES - ORIGINAL SOURCE FILES



Elements of Physical Copies & Scans



Print E-
File



Count
Originals &
Simplex v.
Duplex



Prepare
for Copier
or Scanner



Copy Hard
Files



Check
Quality &
Accuracy



Calculate
Fees &
Prepare
Letter



Restore to
Original
Location

We attempted a flat fee for scans and physical copies in the same manner as electronic copies. What we quickly realized is that it's impossible to set an accurate flat rate due to the wide variety of paper record sizes, formats, and storage locations (binders, staples, bound books, pronged file folders, etc.).

Physical Copies & Scanned Originals

It's necessary to charge copies from physical files using the actual time to make the copies multiplied by the per minute staff salary.



Mailing costs if sent by post.

OPTION 1 **STAFF COST**
Hourly Salary ÷ 60 =
Per Minute Wages
(PMW)

TIME TO COPY/SCAN
From start to finish

ACTUAL COST
This is the fee
charged.

OPTION 2 Average Hourly Rate*
+ Overhead Rate ÷ 60
= Per Minute Wages
(PMW)

From start to finish

This is the fee
charged.



Conclusions

This non-revenue generating fee schedule reimburses taxpayers for a portion of the costs to provide copies of public records. Meanwhile, we have kept costs low and preserved free access to online and on-site records.



Balance

We've proposed fees that are allowed by law.

Our fees reimburse taxpayers while remaining low enough to not be a barrier to copies.

Equity

Rates are set across the board for all requestors.

Whether a customer is requesting police-related records or permit-related records, all customers are assessed copy costs at the same rate.

Clarity

Customers can have confidence the fees they're charged are fair.

Staff can predict copy fees and help customers prioritize the records they seek to manage costs.

A large, dark green circular brushstroke graphic is centered on the right side of a light green background. The brushstroke has a textured, hand-painted appearance with visible bristles and varying shades of green. Inside the dark green circle, the words "THANK YOU" are written in a bold, white, sans-serif font.

THANK YOU



City Council Meeting Schedule December 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

December 7, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 14 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Benton County Partnership - Land Sales
2. 2022 Legislative Priorities
3. KMC Amendments - Park Rules & Public Camping
4. KMC Amendment - Public Records Policy

December 21, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 28, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING - CANCELLED

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

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



City Council Meeting Schedule January 2022

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

January 4, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 11, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. OPMA and PRA Training
2. Public Records Processing
3. Accessory Dwelling Unit Sewer Connections

January 18, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 25, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Fire Station No. 1

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