



City Council Meeting Schedule August 2020

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

August 4, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 11, 2020

Tuesday, 5:30 p.m.

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

Tuesday, 6:30 p.m.

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

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

1. Blasting Ordinance
2. Parks & Recreation Update
3. Fire Department Annual Update

August 18, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 25, 2020

Tuesday, 6:30 p.m.

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

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

1. Ethics Officer Update
2. Finance Update

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

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



CITY COUNCIL REGULAR MEETING AGENDA
August 18, 2020 at 6:30 p.m.
City's Website

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

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retiree Recognition - Dale Kuehny

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 August 4, 2020.
- b. Motion to approve Claims Roster for the Toyota Center Operations and Box Office Accounts for June 2020.
- c. Motion to approve Payroll Roster for July 31, 2020.
- d. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's Representative on the Tri-City Regional Hotel Motel Commission.
- e. Resolution 20-11: Setting a public hearing on September 15th for a right-of-way vacation at 614 E. 45th Ave.
- f. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Phases 7-8, contingent upon bonding for incomplete sidewalk construction and payment of fees.
- g. Motion to authorize the Mayor to execute an agreement for WSDOT to perform construction administration of the US395/Ridgeline Drive Interchange project.
- h. Motion to authorize the Mayor to sign a Memorandum of Understanding for sharing power relocation costs with Benton PUD for the US395/Ridgeline Interchange project.
- i. Motion to award the Pedestrian Pathway – Edison to Union Project, to Central Washington Asphalt in the amount of \$316,213.88, plus a 10% contingency amount of \$31,621.39, for a total amount of \$347,835.27.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, August 17th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, August 17th 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_AQ_-7Op_QfGHIn9F29MZ4g. Registrations must be received by 4:00 p.m. on Tuesday, August 18th.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5876: Blasting Ordinance
- b. Ordinance 5877: Franchise Agreement Extension – Cable

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
August 4, 2020

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:31 p.m.

City Council and Staff Present:

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

Mayor Britain led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

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

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

4. VISITORS

Yvonne Guetter, 521 N. Quillan Ct, Kennewick – Asked Council to create a sub-committee to research and create a Black Lives Matter statement of solidarity.

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5874: Sign Code Amendment. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5874

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

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5874. The motion passed unanimously.

- b. Ordinance 5875: Verizon Small Cell Franchise Agreement. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5875

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

Mr. Trumbo moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5875. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 20-09: Vacate a 5' slope easement at 2062 N. Steptoe St. Bruce Mills, Deputy Public Works Director reported.

Public hearing was opened and closed at 7:21 p.m. No public testimony provided.

RESOLUTION NO. 20-09

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

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Resolution No. 20-09. The motion passed unanimously.

7. NEW BUSINESS

- a. Zoning Code Amendment. Greg McCormick, Planning Director reported.

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to deny Zoning Ordinance Amendment, ZOA 20-01. The motion passed 4 to 3. Mr. Trumbo, Mr. McKay and Mr. Beauchamp opposed.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 8:29 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	08/18/2020
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 June 2020.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for June 2020 in the amount of \$34,365.36, comprised of check numbers 21592-21619 in the amount of \$33,955.16 and electronic transfers in the amount of \$410.20.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$34,365.36.

Through	Denise Winters Aug 10, 11:40:40 GMT-0700 2020
Dept Head Approval	Dan Legard Aug 12, 16:12:47 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:30:57 GMT-0700 2020

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
June 2020**

Num	Date	Name	Memo	Account	Paid Amount
21592	06/03/2020	Apollo Inc	HVAC Annual Maintenance Contract	1006.1 - Sterling Operating Account	
940027936	05/26/2020		HVAC Annual Maintenance Contract	8038 - Repairs & Maintenance-HVAC	-1,902.67
					-1,902.67
21593	06/03/2020	ColemanOil	Gas for company truck	1006.1 - Sterling Operating Account	
CL70305	05/15/2020		Gas for company truck	8141 - Vehicle Expenses	-20.66
					-20.66
21594	06/03/2020	Consolidated Supply Co.	PO3353 Toilet parts	1006.1 - Sterling Operating Account	
S009669543.001	05/14/2020		PO3353 Toilet parts	8098 - Supplies & Equipment	-447.08
					-447.08
21595	06/03/2020	Culligan	230326	1006.1 - Sterling Operating Account	
102801	05/18/2020		Cold Cooler Service 5/18/20-6/18/20	8098 - Supplies & Equipment	-10.86
					-10.86
21596	06/03/2020	Petty Cash		1006.1 - Sterling Operating Account	
Vault tip recon	11/01/2019		Reimb vault for tip paid on CC	8113 - Cash Short (Over)/Bad Debts	-364.00
TRCC tip reconcile	12/18/2019		Reimb TRCC for tip on credit card	2215 - Due To (From) Convention Center	-180.00
Lunch for dept mtng	01/03/2020		Lunch supplies for department meeting	8013 - Employee Recognition	-41.42
Backstage Grg Lopez	01/17/2020		Backstage supplies for George Lopez	1400.2 - Inventory-Beer	-97.67
Backstage Old Dom	02/03/2020		Backstage supplies for Old Dominion	1400.1 - Inventory-Food	-328.97
			Backstage supplies for Old Dominion	1400.3 - Inventory-Liquor	-114.07
Corporate visit	02/05/2020		Lunch during corporate visit Potts/Piehl	8056 - Travel-Meals	-32.51
Concessions supplies	02/13/2020		Supplies for nightly drink special Ams	1400.1 - Inventory-Food	-10.82
Backstage Bachelor	03/05/2020		Backstage supplies for The Bachelor	1400.1 - Inventory-Food	-81.56
					-1,251.02
21597	06/03/2020	Waste Management of Kennewick	360-0005326-1819-6	1006.1 - Sterling Operating Account	
0465598-2947-1	05/01/2020		Medical waste service from 10/8/19-10/31/19	8036.1 - Garbage Service	-91.97
					-91.97
21598	06/05/2020	Amerigas	0910002962	1006.1 - Sterling Operating Account	
307416008	05/26/2020		Propane 225.0 5/26/20	8033 - Propane	-898.08
			Due from TRCC Propane 225.0 5/26/20	2215 - Due To (From) Convention Center	-224.52
					-1,122.60
21599	06/05/2020	Devfuzion	Website Hosting Fee	1006.1 - Sterling Operating Account	
W-13400	05/31/2020		Website Hosting Fee	8094 - Outside Services	-30.00
					-30.00
21600	06/05/2020	James Miller	Refund 2 senior ams tickets	1006.1 - Sterling Operating Account	
Miller-Refund	05/28/2020		Refund 2 senior ams tickets	3601 - Unearned Revenue-Ticket Sales	-40.00
					-40.00
21601	06/05/2020	Quality Signs	Repair of new panels to marquee board	1006.1 - Sterling Operating Account	
5139	05/05/2020		Repair of new panels to marquee board	8042 - Repairs & Maintenance-Equipment	-217.20
					-217.20
21602	06/05/2020	Spectrum Business	Phone and Internet Service 5/26/20-6/25/20	1006.1 - Sterling Operating Account	
Srv5/26-6/25/20	05/26/2020		Internet Service 5/26/20-6/25/20	8034.3 - Internet	-1,719.98
			Phone Service 5/26/20-6/25/20	8034.1 - Telephone	-891.70
					-2,611.68
21603	06/05/2020	William Pierre	Refund 4 Jeff Dunham tickets	1006.1 - Sterling Operating Account	
Pierre-Refund	06/04/2020		Refund 4 Jeff Dunham tickets	3601 - Unearned Revenue-Ticket Sales	-206.00
					-206.00
21604	06/18/2020	Advanced Protection Services, Inc.	VOID:	1006.1 - Sterling Operating Account	
					0.00
21605	06/18/2020	Benton PUD		1006.1 - Sterling Operating Account	
LG Serv 5/6-6/7/20	06/11/2020		Large General Services 5/6/20-6/7/20	8036.3 - Electricity	-12,060.24
SM Ser 5/7-6/8/20	06/11/2020		Small General Service 5/7/2-6/7/20	8036.3 - Electricity	-371.00
SM GenLts 5/6-6/6/20	06/11/2020		Small Gen SVC-Lights 5/6/20-6/6/20	8036.3 - Electricity	-45.79
			Due From TRCC-Small Gen SVC-Lights 5/6/20-6/6/20	2215 - Due To (From) Convention Center	-45.79
					-12,522.82

**Toyota Center and Toyota Arena
Operations Claims Roster
June 2020**

Num	Date	Name	Memo	Account	Paid Amount
21606	06/18/2020	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4033032411	06/01/2020		Copier Maintenance 5/24/20-6/23/20	8007 · Printing & Copiers	-27.98
					<u>-27.98</u>
21607	06/18/2020	Cascade Natural Gas - COL	Toyota Center Natural Gas for 5/8/20-6/9/20	1006.1 · Sterling Operating Account	
5/8/20-6/9/20	06/10/2020		Toyota Center Natural Gas for 5/8/20-6/9/20	8036.2 · Natural Gas	-296.80
					<u>-296.80</u>
21608	06/18/2020	Cascade Natural Gas - ICE	Natural Gas for 5/8/20-6/9/20	1006.1 · Sterling Operating Account	
5/8/20-6/9/20	06/10/2020		Natural Gas for 5/8/20-6/9/20	8036.2 · Natural Gas	-511.11
					<u>-511.11</u>
21609	06/18/2020	Coleman Oil	Fuel for Company Truck 5/29/20	1006.1 · Sterling Operating Account	
CL75804	05/31/2020		Fuel for Company Truck 5/29/20	8141 · Vehicle Expenses	-24.27
					<u>-24.27</u>
21610	06/18/2020	Cougar Digital Marketing & Design LLC	TA Monthly Website Maintenance	1006.1 · Sterling Operating Account	
6488	06/01/2020		TA Monthly Website Maintenance	8094 · Outside Services	-149.00
					<u>-149.00</u>
21611	06/18/2020	Domain Registry	Domain Name Renewal for Retterandcompanytheatre.com	1006.1 · Sterling Operating Account	
Retter&Co. Theatre	06/01/2020		Domain Name Renewal for Retterandcompanytheatre.com	8103 · Advertising & Marketing	-50.00
					<u>-50.00</u>
21612	06/18/2020	Lyle Gleason	Refund for 2 TC Ams tickets for 3/21/19 game	1006.1 · Sterling Operating Account	
Ticket Refund	06/01/2020		Refund for 2 TC Ams tickets for 3/21/19 game	3601 · Unearned Revenue-Ticket Sales	-40.00
					<u>-40.00</u>
21613	06/18/2020	Mount's Lock, Key & Engraving, Inc.	Key Copies Made	1006.1 · Sterling Operating Account	
243381	06/10/2020		Key Copies Made	8098 · Supplies & Equipment	-183.89
					<u>-183.89</u>
21614	06/18/2020	Spectrum Reach		1006.1 · Sterling Operating Account	
INV-90345956	05/01/2020		PO2946 Ads for Simon&Garfunkel (date: 9/29/19)	1633.43 · Simon and Garfunkel, BW 19/20	-686.80
INV-90350317	05/01/2020		PO2946 Ads for Simon&Garfunkel (date: 10/27/19)	1633.43 · Simon and Garfunkel, BW 19/20	-163.20
INV-90380292	05/01/2020		PO3218 Ads for WWE (invoice 2/23/20)	1633.37 · WWE	-1,253.75
INV-90367336	05/01/2020		PO3206 Ads for American in Paris (invoice date 12/29/19)	1633.44 · American in Paris, BW 19/20	-605.20
INV-90368715	05/01/2020		PO3310 Ads for George Lopez (invoice date 12/29/19)	1633.49 · George Lopez	-397.80
INV-90369911	05/01/2020		PO3310 Ads for George Lopez (invoice date 1/26/20)	1633.49 · George Lopez	-407.15
INV-90368094	05/01/2020		PO3220 Ads for Jeff Dunham (invoice 12/29/19)	1633.25 · Jeff Dunham	-220.15
INV-90364093	05/01/2020		PO3117 Ads for Jeff Dunham (invoice 12/29/19)	1633.25 · Jeff Dunham	-261.80
INV-90369240	05/01/2020		TV Ads for PJ Masks PO# 3242-Invoice date Dec 2019	1633.97 · PJ Mask	-556.75
INV-90364094	05/01/2020		TV Ads for Mannheim Steamroller PO# 3370 Invoice Date 12/29/19	1633.47 · Mannheim Christmas, BW 19/20	-593.30
INV-90387997	05/01/2020		TV Ads for Illusionists PO# 3312 Invoice Date 3/29/2020	1633.45 · The Illusionists, BW 19/20	-246.50
INV-90384761	05/01/2020		TV Ads for Bachelor PO#3369 Invoice Date 3/29/2020	1633.27 · The Bachelor	-356.15
INV-90380293	05/01/2020		TV Ads for Bachelor PO#3369 Invoice Date 2/23/20	1633.27 · The Bachelor	-493.85
INV-90360652	05/01/2020		TV Ads for Trevor Noah PO#3371 Invoice Date 11/24/2019	1633.29 · Trevor Noah	-96.05
INV90345957	05/01/2020		TV Ads for Ghost PO#3372 Invoice Date 9/29/19	1633.1 · Event Advertising	-1,713.60
					<u>-8,052.05</u>
21615	06/18/2020	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
1493855-2	05/01/2020		Radio Ads for The Bachelor	1633.27 · The Bachelor	-435.20
1385757-2	05/01/2020		Ads for WWE-Invoice from 2/29/20	1633.37 · WWE	-1,952.45
					<u>-2,387.65</u>
21616	06/18/2020	Tri-City Regional Chamber of Commerce	TC& TA Entrepreneur Membership 6/1/20-5/31/21	1006.1 · Sterling Operating Account	
62035	06/01/2020		TC& TA Entrepreneur Membership 6/1/20-5/31/21	8011 · Dues & Subscriptions	-361.00
					<u>-361.00</u>
21617	06/18/2020	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
580148	04/14/2020		TA Monthly Pest/Rodent Control	8094 · Outside Services	-127.06
580151	04/14/2020		Toyota Center Monthly Pest/Rodent Control	8094 · Outside Services	-255.21
580511	05/15/2020		TA Monthly Rodent/Pest Control	8094 · Outside Services	-127.06
580512	05/15/2020		TC Monthly Rodent/Pest Control	8094 · Outside Services	-255.21
					<u>-764.54</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
June 2020**

Num	Date	Name	Memo	Account	Paid Amount
21618	06/18/2020	Advanced Protection Services, Inc.		1006.1 - Sterling Operating Account	
R120081-2	06/02/2020		Late Fee from Jan to Feb	8039 - Security & Fire Alarm System	-4.87
R122170	06/02/2020		Commerical Fire Monitoring 6/1/20-6/30/20	8039 - Security & Fire Alarm System	-73.79
R122169	06/02/2020		Commerical Ammonia Monitoring 6/1/20-6/30/20	8039 - Security & Fire Alarm System	-52.07
R122171	06/02/2020		Commerical Security Monitoring 6/1/20-6/30/20	8039 - Security & Fire Alarm System	-43.39
R122172	06/02/2020		Vault Security Monitoring 6/1-6/30/20	8039 - Security & Fire Alarm System	-21.70
			Due from TRCC for Vault Monitoring June 2020	2215 - Due To (From) Convention Center	-21.69
					<u>-217.51</u>
21619	06/18/2020	Townsquare Media-Tri Cities	Radio Ads for The Bachelor- Invoice Date 2/2020	1006.1 - Sterling Operating Account	
1493855-1	05/01/2020		Radio Ads for The Bachelor- Invoice Date 2/2020	1633.27 - The Bachelor	-414.80
					<u>-414.80</u>
AUTO	06/30/2020	American Payment Solutions	Credit card processing June 2020	1006.1 - Sterling Operating Account	
			Credit card processing June 2020	8109 - Credit Card Fees	-37.45
					<u>-37.45</u>
AUTO	06/30/2020	USApay	CC processing setup for TOYO - June 2020	1006.1 - Sterling Operating Account	
			CC processing setup for Center - June 2020	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - June 2020	8109 - Credit Card Fees	-12.50
					<u>-25.00</u>
AUTO	06/30/2020	Ignite Payment Systems	Card processing fees - TOYO June 2020	1006.1 - Sterling Operating Account	
			Card processing fees - TOYO June 2020	8109 - Credit Card Fees	-55.80
					<u>-55.80</u>
			Total Paid		34,073.41

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 21592-21619	\$	33,955.16
Electronic transfers		118.25
		<u>118.25</u>
	Total	<u>\$ 34,073.41</u>

Exceptions:

**Toyota Center and Toyota Arena
Box Office Claims Roster
June 2020**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	06/30/2020	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
			AMEX Fees - June 2020	8109 · Credit Card Fees	-7.95
			AMEX - Refunds issues June 2020	3601 · Unearned Revenue-Ticket Sales	-284.00
					<u>-291.95</u>
Total Paid					291.95

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



Dan Legard, Finance Director

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

Electronic transfers

	\$ 291.95
Total	<u>\$ 291.95</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	08/18/2020
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 7/31/2020		
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 7/31/2020 in the amount of \$2,013,430.42 comprised of check numbers 74643 through 74665 and direct deposit numbers 183342 through 183757.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,013,430.42.

Through

Dept Head Approval

Dan Legard
Aug 06, 14:53:06 GMT-0700 2020

City Mgr Approval

Marie Mosley
Aug 14, 07:31:56 GMT-0700 2020

Attachments: roster

Recording
Required?

August 18, 2020

All Departments:

July 31, 2020

ADMINISTRATIVE TEAM	2,521.80
CITY COUNCIL	4,525.00
CITY MANAGER	12,760.04
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	24,553.80
EMPLOYEE & COMMUNITY RELATIONS	38,978.90
ENGINEERING	56,026.21
FACILITIES & GROUNDS	85,391.76
FINANCE	53,525.73
FIRE	113,152.98
LEGAL SERVICES	22,695.76
MANAGEMENT SERVICES	81,598.06
POLICE	495,602.85
	<hr/>
Subtotal General Fund	991,332.89
STREETS	10,246.56
TRAFFIC	34,302.43
	<hr/>
Subtotal Street Fund	44,548.99
BI-PIN	11,153.20
BUILDING SAFETY	43,093.35
COMMUNITY DEVELOPMENT	4,025.18
CRIMINAL JUSTICE	69,597.04
EQUIPMENT RENTAL	13,075.98
MEDICAL SERVICES	352,843.87
RISK MANAGEMENT	3,773.90
STORMWATER UTILITY	21,245.57
WATER & SEWER	155,902.74
	<hr/>
Subtotal Other Funds	674,710.83
Total Salaries and Wages	1,710,592.71
<u>Benefits:</u>	
Comp Time Payout	22,145.55
Industrial Insurance	31,601.17
Medical Retirement Account	3,487.50
Retirement	145,148.48
Social Security (FICA)	98,367.84
WA Family Leave	2,087.17
	<hr/>
Total Benefits	302,837.71
Grand Total	<u><u>\$2,013,430.42</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,013,430.42 comprised of check numbers 74643 through 74665 and direct deposit numbers 183342 through 183757.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	08/18/2020
Agenda Item Type	Boards and Commissions		
Subject	TPA Commission Appointment		
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 accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's Representative on the Tri-City Regional Hotel Motel Commission.

Motion for Consideration

I move to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's Representative on the Tri-City Regional Hotel Motel Commission.

Summary

The interlocal agreement that establishes the Tourism Promotion Area requires the City Council to select two representatives to serve on the Tri-City Regional Hotel Motel Commission based upon a nomination prepared by the Hotel & Lodging Association.

Attached is a letter from the Hotel & Lodging Association to the City of Kennewick recommending that we re-appoint Mark Blotz from Clover Island Inn, to a 2-year term to serve as one of the representatives for the City of Kennewick on the Commission. This 2-year term will begin September 1, 2020 and expire on August 31, 2022.

Alternatives

None recommended.

Fiscal Impact

N/A

Through

Terri Wright
Aug 13, 13:19:26 GMT-0700 2020

Dept Head Approval

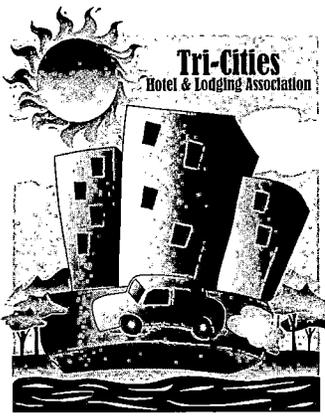
City Mgr Approval

Marie Mosley
Aug 14, 07:33:31 GMT-0700 2020

Attachments:

Letter

Recording
Required?



**P.O. Box 1739
Richland, WA 99352**

Terri - I believe ^{7/14}
Council needs to
approve this appt.
If so, please include
on the next Council
agenda. Thanks,
MM

RECEIVED
JUL 14 2020
City of Kennewick
City Manager's Office

June 26, 2020

Ms. Marie Mosely
City of Kennewick
210 W 6th Avenue
Kennewick, WA 99336

Ms. Marie Mosley:

This letter is in reference to the Kennewick TPA Commissioner position currently held by Mr. Mark Blotz from the Clover Island Inn in Kennewick. Mr. Blotz's term expires on August 31, 2020 and he is eligible for re-election.

Mark Blotz has been selected by the Tri-Cities Hotel and Lodging Association as the preferred candidate to serve as the TPA Commissioner to represent the City of Kennewick for a two-year term, which will expire on August 31, 2022.

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

Sincerely,

Monica Hammerberg
Treasurer
Tri-Cities Hotel & Lodging Association

Cc: Michael Novakovich -- President CEO Visit Tri-Cities

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	08/18/2020
Agenda Item Type	Resolution		
Subject	Right of Way Vacation - 614 E 45th Ave		
Ordinance/Reso #	20-11	Contract #	
Project #		Permit #	ENG-2020-01823
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 20-11 setting the date of September 15, 2020, for a public hearing to consider the vacation of unopened public right-of-way at 614 East 45th Avenue.

Motion for Consideration

I move to adopt Resolution 20-11.

Summary

Tod Wilmoth is requesting the vacation of a portion (75' x 230') of unopened public right-of-way adjacent to his property located at 614 East 45th Avenue in order to build a home.

Affected City utility companies and City Staff have reviewed this request and concur with the proposed vacation.

There are no other property owners abutting this right-of-way.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Heath Mellotte Aug 03, 17:13:44 GMT-0700 2020
Dept Head Approval	Cary Roe Aug 05, 08:02:26 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:35:56 GMT-0700 2020

Attachments:

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-11

A RESOLUTION OF THE CITY OF KENNEWICK SETTING A DATE FOR A
PUBLIC HEARING ON A REQUEST FOR VACATION OF A PORTION OF
EAST 45TH AVENUE LYING ADJACENT TO 614 EAST 45TH AVENUE

WHEREAS, a petition has been received for the vacation of a portion of East 45th Avenue lying adjacent to 614 East 45th Avenue; 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 September 15, 2020. 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 18th day of August, 2020, and signed in authentication of its passage this 18th day of August, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 20-11 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 19th day of August, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

EXHIBIT MAP KC FRUIT

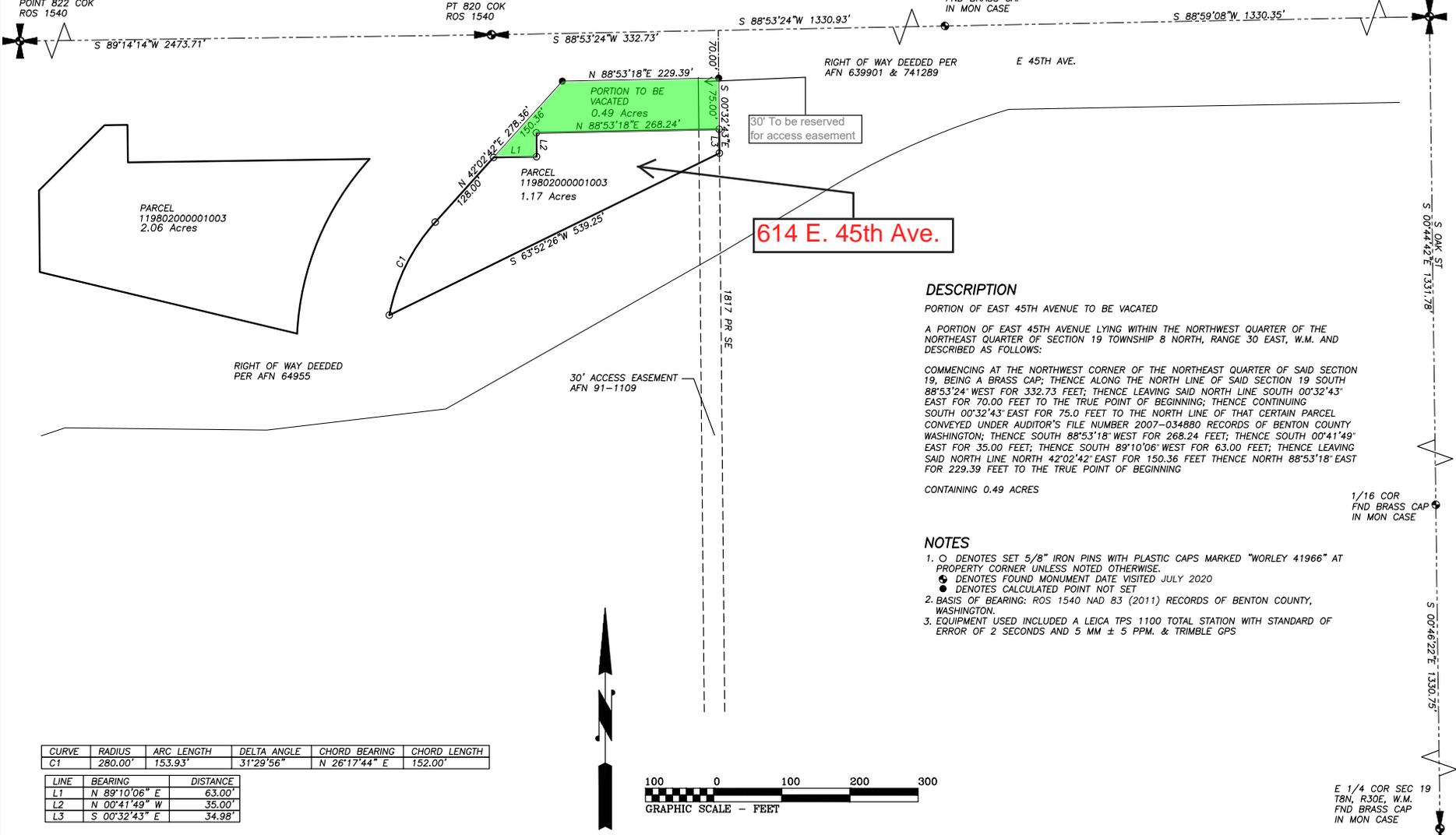
PORTION NW 1/4 OF NE 1/4 SEC 19 T8N, R30E, W.M.
KENNEWICK, BENTON COUNTY, WASHINGTON

NW COR SEC 19
T8N, R30E, W.M.
FND BRASS CAP
IN MON CASE
POINT 822 COK
ROS 1540

N 1/4 COR SEC 19
T8N, R30E, W.M.
FND BRASS CAP
PT. B20 COK
ROS 1540

1/16 COR
FND BRASS CAP
IN MON CASE

NE COR SEC 19
T8N, R30E, W.M.
FND X ON ROCK
IN MON CASE
POINT 806 COK
ROS 1540



614 E. 45th Ave.

DESCRIPTION

PORTION OF EAST 45TH AVENUE TO BE VACATED

A PORTION OF EAST 45TH AVENUE LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19 TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 19, BEING A BRASS CAP; THENCE ALONG THE NORTH LINE OF SAID SECTION 19 SOUTH 88°53'24" WEST FOR 332.73 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°32'43" EAST FOR 70.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°32'43" EAST FOR 75.0 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL CONVEYED UNDER AUDITOR'S FILE NUMBER 2007-034880 RECORDS OF BENTON COUNTY WASHINGTON; THENCE SOUTH 88°53'18" WEST FOR 268.24 FEET; THENCE SOUTH 00°41'49" EAST FOR 35.00 FEET; THENCE SOUTH 89°10'06" WEST FOR 63.00 FEET; THENCE LEAVING SAID NORTH LINE NORTH 42°02'42" EAST FOR 150.36 FEET THENCE NORTH 88°53'18" EAST FOR 229.39 FEET TO THE TRUE POINT OF BEGINNING

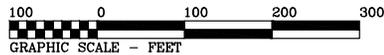
CONTAINING 0.49 ACRES

NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 41966" AT PROPERTY CORNER UNLESS NOTED OTHERWISE.
 ● DENOTES FOUND MONUMENT DATE VISITED JULY 2020
 ● DENOTES CALCULATED POINT NOT SET
2. BASIS OF BEARING: ROS 1540 NAD 83 (2011) RECORDS OF BENTON COUNTY, WASHINGTON.
3. EQUIPMENT USED INCLUDED A LEICA TPS 1100 TOTAL STATION WITH STANDARD OF ERROR OF 2 SECONDS AND 5 MM ± 5 PPM. & TRIMBLE GPS

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	280.00'	153.93'	31°29'56"	N 26°17'44" E	152.00'

LINE	BEARING	DISTANCE
L1	N 89°10'06" E	63.00'
L2	N 00°41'49" W	35.00'
L3	S 00°32'43" E	34.98'



WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716

SHEET
1 OF 1

JOB # 20-082

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	08/18/2020
Agenda Item Type	Final Plat		
Subject	Southridge Phases 7-8		
Ordinance/Reso #		Contract #	
Project #	FP 20-04	Permit #	PLN-2020-01391
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

That City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Phases 7-8, contingent upon bonding for incomplete sidewalk construction and payment of fees.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Phases 7-8, contingent upon bonding for incomplete sidewalk construction and payment of fees.

Summary

An application has been submitted by Ben Kruse for the Final Plat of Southridge Phases 7-8, located generally north of Hildebrand Boulevard and west of Grant Street . These two phases consist of 39 lots and 2 tracts on 10.56 acres. The property has a land use designation of Low Density Residential and is zoned Residential, Low Density (RL), which allows for a minimum lots size of 7,500 square feet.

Southridge, Preliminary Plat 04-01, was approved by City Council on July 5, 2005, via Resolution No. 05-26. The plat consisted of nine phases, 263 lots and 27 open space tracts.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable city development regulations. Prior to signing the final plat, the outstanding conditions will be met, in addition to payment of fees and bonding for incomplete sidewalk construction. Following council approval and plat signatures, the plat can be recorded and lots sold to individual owners.

Alternatives

No alternatives were reviewed or are recommended as the applicant has met the applicable standards.

Fiscal Impact

None

Through	Steve Donovan Aug 10, 10:32:46 GMT-0700 2020
Dept Head Approval	Gregory McCormick Aug 11, 07:27:25 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:38:16 GMT-0700 2020

Attachments: Final Plat

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	08/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	WSDOT Agreement for US395/RL Constr. Admin.		
Ordinance/Reso #		Contract #	
Project #	P-1402	Permit #	
Department	Public Works		

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

Recommendation

Authorize the Mayor to execute an agreement for WSDOT to perform construction administration of the US395/Ridgeline Drive Interchange project.

Motion for Consideration

I move to authorize the Mayor to execute an agreement for WSDOT to perform construction administration of the US395/Ridgeline Drive Interchange project.

Summary

Kennewick has been in charge of the design and right-of-way acquisition phases for the US395/Ridgeline Interchange project.

The project is scheduled to be bid in October, with construction commencing early in 2021 and being completed by the fall of 2022. With the design and right-of-way acquisition phases nearing completion, the City is handing over the administration of the construction phase to the Washington State Department of Transportation (WSDOT). The City does not have the resources and expertise to administer a project of this size and complexity, and WSDOT feels strongly that they need to be in charge of construction projects within their right-of-way that will ultimately be owned and maintained by WSDOT.

A typical cost for construction administration is 10% of the construction bid price. The most current estimate for the construction of the project is \$13,727,000. This agreement with WSDOT assumes a maximum amount due WSDOT of \$1,372,700 for all construction administration efforts.

This agreement also authorizes the reimbursement of \$1,850,000 of Connecting Washington Funds to Kennewick for right-of-way acquisition costs, and \$20,000 reimbursement to Kennewick for our agreement with KID to abandon their former overflow channel east of US395.

Staff has negotiated the terms of this agreement with WSDOT in good faith, and the City's Legal Department has reviewed and approved of the agreement as to form. Staff recommends approval of this agreement.

Alternatives

None recommended.

Fiscal Impact

Commits City reimbursement to WSDOT of \$1,372,700 for construction administration efforts, while reimbursing Kennewick \$1,870,000 for other project costs. At this time, staff believes these costs can be absorbed within the overall project budget for the US395/Ridgeline Interchange and corridor projects.

Through	Bruce Mills Aug 11, 11:08:09 GMT-0700 2020
Dept Head Approval	Bruce Mills Aug 11, 15:37:52 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:41:59 GMT-0700 2020

Attachments: Agreement

Recording Required?

Agreement GCB 3138
US 395 – Ridgeline Drive Intersection Improvement

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Kennewick, a municipal corporation located at 210 W. 6th Ave, Kennewick, Washington hereinafter the “Local Agency” collectively referred to as the “Parties” and individually, the “Party.”

Recitals

1. The Parties entered into Agreement GCB 2307 on December 21, 2016, in which the WSDOT and the Local Agency planned improvements on US 395 at the intersection of Ridgeline Drive, between MP 13.78 to MP 14.03 by design and construction of an interchange herein called the “Project.” The Project will include those portions identified and highlighted blue in Exhibit A which include the construction of an interchange, a new third northbound lane from Ridgeline Drive to north of Hildebrand Boulevard and new turn lanes on all four Hildebrand Boulevard approaches along with the associated signal modifications and illumination systems. The Project will also include the relocation of a sixteen (16) inch Local Agency owned, Zone 5 water line, as shown on sheet 6 of 6 in Exhibit A that currently crosses US 395 at Ridgeline Drive necessitated by the interchange construction, the removal of the Local Agency’s entry sign, an artistic/landscape treatment of the eastbound and westbound approaches to the undercrossing, and mounding the interior of the new Ridgeline Drive / Zintel Way roundabout 42-inches high and lining with fabric and landscape rock, and stubbing an electrical service for future City Wayfinding sign, and herein called “Interchange Work”. These items are all included in the costs for the Project.

Also included in the Project, per separate bid schedules paid for by the Local Agency and herein called “Local Agency Work,” are the extension of a new twelve (12) inch Local Agency Zone 4 water line as shown on sheet 6 of 6 in Exhibit A under US 395 and the construction of a ten (10) inch dry sewer line in the vicinity of the new Ridgeline Drive / Zintel Way roundabout.

The Local Agency entered into an agreement with Kennewick Irrigation District (KID) for mitigation costs of Twenty Thousand Dollars (\$20,000) paid to Kennewick Irrigation District to abandon their overflow channel east of US 395 relating to a portion of a KID easement and infrastructure near US 395. WSDOT agrees to pay the Local Agency for these mitigation costs.

Following completion of the Project, the Local Agency at Local Agency expense, will design and construct artwork within the interior of the Ridgeline/Zintel roundabout, and may relocate the metal horse figures from the removed Local Agency’s entry sign to the inside of the partial cloverleaf of the interchange, after receiving review and approval from WSDOT.

2. The Local Agency agrees to complete all pre-construction activities for the Project to ensure all construction activities and expenditures meet the Legislative approved spending plan timeline. Pre-construction activities include right of way acquisition and providing approved Ad-ready PS&E plans.
3. The WSDOT will be the lead agency to complete the advertisement, award, and construction administration of the Project including the Local Agency Work.
4. The WSDOT has a maximum of Fifteen Million Dollars (\$15,000,000) in Connecting Washington (CW) funds to contribute toward the funding of the Project, of which Thirteen Million, One Hundred and Fifty Thousand Dollars (\$13,150,000) will go toward the construction phase of the Project to be administered by the WSDOT, and One Million, Eight Hundred and Fifty Thousand Dollars (\$1,850,000) will go toward right of way acquisition for the Project to be administered by the Local Agency in accordance with paragraph 5 below.
5. The Local Agency will be responsible for all costs to complete the right of way acquisition for the Project. Except, however, WSDOT will reimburse the Local Agency for a portion of the costs in the right of way acquisition not to exceed One Million, Eight Hundred and Fifty Thousand Dollars (\$1,850,000) in CW funds designated by WSDOT for this Project phase.
6. The Local Agency will be responsible for all Construction Costs of the Project that exceed the Thirteen Million, One Hundred and Fifty Thousand Dollars (\$13,150,000) in CW funds plus the One Million, Nine Hundred Forty Four Thousand, Two Hundred Fifty Nine Dollars (\$1,944,259) in National Highway Freight Program (NHFP) transferred from the Local Agency to WSDOT. "Construction Costs" include both construction of the Project and construction engineering associated with administering the Project. Construction engineering costs shall not exceed One Million, Three Hundred Seventy Two Thousand and Seven Hundred Dollars (\$1,372,700) without written permission from the Local Agency. Failure to cover any additional construction costs that exceed the combined Fifteen Million, Ninety Four Thousand, and Two Hundred Fifty Nine Dollars (\$15,094,259) will result in termination of the construction contract.
7. Following completion of the Project with its associated mitigation tasks, the Local Agency will complete the design, right of way acquisition and construction of the Adjacent Corridor Projects shown in orange on Exhibit A with its own funds.
8. The Local Agency shall be responsible for acquiring all properties and property rights necessary for this Project. It is understood and agreed that WSDOT and the Local Agency will execute a General Maintenance Agreement prior to the Project completion and acceptance. After the Project completion and acceptance, the Local Agency will transfer by deed or other conveyance

acceptable to WSDOT certain properties (whole or in part) and property rights to WSDOT that are necessary for WSDOT's operation and maintenance of US 395. The acquisition of the necessary properties and property rights as well as the subsequent transfer of properties and property rights to WSDOT shall be pursuant to the conditions set forth below in Section 10, **Right of Way/Limited Access/Indemnification**, of this Agreement.

Now Therefore, pursuant to RCW 47.28.140, chapter 47.52 RCW, chapter 8.12 RCW, chapter 8.25 RCW, and chapter 8.26 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and Exhibits A and B which are attached and made a part hereof,

It Is Mutually Agreed As Follows:

- 1. Plans, Specifications, and Cost Estimates**
- 1.1 WSDOT, on behalf of the Local Agency, agrees to perform the Interchange Work and the Local Agency Work as the Lead Agency, as further provided herein and pursuant to the attached exhibits. Exhibit A identifies the Work to be constructed and Exhibit B is the Construction Cost Estimate, which shall be funded as set forth herein. The combination of the Local Agency's Work and Interchange Work hereinafter constitute the Work.
- 1.2 The Local Agency shall provide WSDOT with plans, specifications and cost estimates (PS&E) for the Work. The PS&E shall be in accordance with the state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement, otherwise mutually acceptable design standards agreed to in advance and in writing, or the Local Agency's standards, if applicable and specified by the Local Agency for Local Agency Work only. Backup calculations for quantities and breakdowns for lump sum items shall be included with the PS&E for the Work.
- 1.3 The Local Agency will provide WSDOT with the Project File and Design Documentation Package prepared in accordance with Chapter 300 of the current version of the Washington State Department of Transportation Design Manual for the Interchange Work. WSDOT will provide the Local Agency with one (1) reproducible copy of the stamped final Design Documentation prior to the proposed Ad date.
- 1.4 The Local Agency will provide WSDOT with a PS&E package that is Ad-ready for the Work for WSDOT final review. After WSDOT final review of the Local Agency provided Ad-ready PS&E package, WSDOT will provide the Local Agency with one (1) reproducible copy of the final Ad ready PS&E for the Project a minimum of thirty (30) working days prior to the proposed Ad date. The Local

Agency will have fifteen (15) working days to review the Ad-ready PS&E for the Project, resolve any concerns, and provide WSDOT with written approval, conditional approval, or rejection of the Ad ready PS&E for the Work portions of the Project that are within the Local Agency's jurisdiction. In the event that such Work portion of the Ad ready PS&E within the Local Agency's jurisdiction is conditionally approved or rejected, the Local Agency shall include the reasons for conditional approval or rejection. The Local Agency may request an extension of time in writing, provided that WSDOT receives the written request no later than fifteen (15) working days after the Local Agency has received the Ad ready PS&E. WSDOT shall provide a written response, indicating the number of working days extended, if any.

- 1.5 If WSDOT does not receive the Local Agency's written approval, conditional approval or rejection of the Work portion of the Ad-ready PS&E within fifteen (15) working days and any approved extension of time pursuant to Section 1.4, or if WSDOT cannot accept the Local Agency's condition(s) of approval, or if the Local Agency has not acquired all right of way and permits required to construct, maintain, and operate the Work, WSDOT may, at its sole discretion not advertise the Project. The Local Agency agrees to reimburse WSDOT for engineering costs and actual direct and related indirect costs incurred by WSDOT associated with either WSDOT or Local Agency deleting the Work from the Project. This Agreement shall then terminate upon receipt of all reimbursement payments in accordance with Section 6.

2. Bid, Award, and Cost Adjustments

- 2.1 WSDOT will advertise the Project for bids. When requested by WSDOT, the Local Agency shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise that are associated with the Work. All comments and clarifications must go through WSDOT.
- 2.2 The Local Agency agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 2.3 WSDOT shall provide the Local Agency with written notification of the low bid price for the Work. The Local Agency shall have five (5) working days from the date of written notification to provide WSDOT written approval of the bid price for the Work. The Local Agency may request an extension of time in writing, provided that WSDOT receives the written request no later than five (5) working days after the Local Agency has received the written notification. WSDOT shall provide a written response indicating the number of working days extended, if any.
- 2.4 The Local Agency acknowledges that if it fails to provide WSDOT with written approval of the bid prices for the Work within five (5) working days and any

approved extension of time pursuant to Section 2.3, WSDOT shall cancel the Project.

3. Construction

- 3.1 WSDOT will be the Local Agency's representative during construction and will act as owner in the administration of the contract for the Work. WSDOT will designate a WSDOT Project Engineer to administer construction engineering to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the Work is constructed in accordance with the contract.
- 3.2 The Local Agency may consult with and inquire of WSDOT Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The Local Agency shall not provide direction, directly or indirectly, to WSDOT's contractor. All formal contacts between the Local Agency and the contractor shall be through WSDOT's representative.
- 3.3 When it becomes known that quantities for a unit bid item will exceed plan quantity for the Work by ten (10) percent or result in a cost increase for the Work exceeding the total amount by the percentage listed under Section 6.4, WSDOT shall consult with the Local Agency on possible courses of action within three (3) working days in accordance with Section 4.
- 3.4 The Local Agency may inspect the Work. Any costs for such inspection shall be borne solely by the Local Agency. All contact between said inspector and the contractor shall be only through WSDOT's inspector or WSDOT's representative.
- 3.5 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, as directed by WSDOT's Construction Manual. Once the Local Agency has accepted the Work per Section 5, WSDOT will provide one reproducible set of as-built plans to the Local Agency within sixty (60) working days.
- 3.6 As part of the construction engineering costs, WSDOT may employ the Local Agency's Engineer of Record for support in reviewing Contractor submittals. As part of the construction engineering costs, WSDOT will provide any additional needed surveying not included in the contract bid items.

4. Contract Changes

- 4.1 Changes to the Project contract will be documented by change order in accordance with the Standard Specifications. WSDOT shall process change

orders for all changes affecting the Work in the manner set forth in subsection SS 1-04.4, Approval of Changes/Checklist, WSDOT Construction Manual, current edition.

- 4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.
- 4.3 The Local Agency authorizes WSDOT to initiate all required changes affecting the Work and to negotiate, document and execute the associated change orders. The Local Agency agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.
- 4.4 WSDOT will advise the Local Agency of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the change and consult on possible courses of action before implementation; final implementation will be in the sole discretion of WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the contractor.
- 4.5 The Local Agency may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities, all as determined in the sole discretion of WSDOT.
- 4.6 All elective changes to the Work shall be approved in writing by the Local Agency before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Local Agency agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.
- 4.7 WSDOT will make available to the Local Agency all change order documentation related to the Work.
- 4.8 In the event it is determined that the Local Agency does not have sufficient funds to complete the Work, WSDOT and the Local Agency shall negotiate to determine the future of the Work. If it is determined that the Work cannot proceed, the Work shall be brought to a level that is safe for public use and WSDOT will terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The Local Agency agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 6.

5. Acceptance

- 5.1 Prior to Work acceptance, WSDOT and Local Agency will perform a joint final inspection. The Local Agency agrees, upon satisfactory completion of the Work and receipt of a Notice of Physical Completion of the Work, as determined by WSDOT, to deliver a letter of acceptance to WSDOT which shall include a release of WSDOT from all future claims or demands of any nature resulting from the performance of the Work and WSDOT administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.
- 5.2 If a letter of acceptance is not received by WSDOT within ninety (90) days following delivery of a Notice of Physical Completion of the Work to the Local Agency, the Work and WSDOT administration thereof shall be considered accepted by the Local Agency, and WSDOT shall be released from all future claims and demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, outside WSDOT right of way, subject to any contractor claims (Section 8) caused by the negligent acts or omissions of WSDOT in administering the Work.
- 5.3 The Local Agency may withhold its acceptance of the Work by submitting written notification to WSDOT within five (5) Working days following delivery of a Notice of Physical Completion of the Work. This notification shall include the reason(s) for withholding acceptance. If the Parties disagree as to the validity of the grounds for withholding acceptance, the Parties agree to attempt to resolve any dispute pursuant to Section 11.7.

6. Payment

- 6.1 The Local Agency, in consideration of the faithful performance of the Work performed by WSDOT and its contractor, agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work.
- 6.2 WSDOT shall provide detailed invoices to the Local Agency for the Work performed by WSDOT and its contractor or for costs incurred as provided in Sections 1.2, 1.5, 2.4, 4.8 or 8.1.4, and the Local Agency agrees to make payment within thirty (30) days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.
- 6.3 The Local Agency agrees that if it does not make payment within ninety (90) days after receipt of an invoice, WSDOT may deduct and expend any monies to which the Local Agency is entitled to receive from the Motor Vehicle Fund.

6.4 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than five (5) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 11.1, or implement Section 4.8.

7. **Right of Entry**

7.1 The Local Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Local Agency has an interest for the purpose of constructing the Project.

7.2 Where applicable, the Local Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Local Agency has an interest for WSDOT to construct, operate, maintain and/or reconstruct signal loop detectors and appurtenances for signals belonging to WSDOT, if any, that are constructed within the Local Agency's right of way. The terms of this Section 7.2 shall survive the termination of this Agreement.

8. **Claims**

8.1 Claims for Additional Payment

8.1.1 In the event the contractor makes claims for additional payment associated with the Work, WSDOT will immediately notify the Local Agency of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

8.1.2 The Local Agency shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of WSDOT in administering the Work.

8.1.3 The Local Agency shall have the right to review and comment on any settlement for claims associated with the Work. However, WSDOT shall have the ultimate right to settle such claims. In the event the Local Agency does not agree with the claim settlement as negotiated by WSDOT, the Local Agency shall reserve the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the Local Agency and WSDOT on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 11.7.

8.1.4 If WSDOT agrees, the Local Agency may defend contractor claims associated with the Work at its own cost, and in doing so, the Local

Agency agrees to pay any resulting settlement, court judgment or arbitration award. WSDOT will cooperate with the Local Agency in the Local Agency's defense of the claims. The Local Agency agrees to reimburse any WSDOT costs, including attorney's fees and other defense expenses, including expert expenses, incurred in providing such assistance in accordance with Section 6.

- 8.2 Claims for Damages: After Work acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the Work located on the Local Agency's right of way, the Local Agency shall defend and indemnify WSDOT against such claims, and WSDOT shall not be obligated to pay any claim, judgment or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the Work performed pursuant to this Agreement.

9. Ownership, Operation, and Maintenance

- 9.1 Upon acceptance of the Work as provided in Section 5, the Local Agency shall be the sole owner of that portion of the Work located within the Local Agency's right of way, and the Local Agency shall be solely responsible for ownership and all future operation and maintenance of that portion of the Work at its sole cost, without expense, cost, or liability to WSDOT. The terms of this Section shall survive the termination of this Agreement.

The Local Agency will be responsible for operations and maintenance of Ridgeline Drive and any landscaping installed therein as outlined in the General Maintenance Agreement to be executed prior to the Project completion and acceptance. WSDOT shall be responsible for ownership and future operation and maintenance of the Work located in WSDOT right-of-way without expense, cost or liability to the Local Agency, except for Ridgeline Drive and said landscaping installed therein.

10. Right of Way/Limited Access/Indemnification

- 10.1 Local Agency Responsibilities:
- A. The Local Agency agrees to acquire all properties and property rights ("Property or Properties") necessary for the Project in accordance with the following: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; chapter 47.52 RCW; chapter 8.12 RCW; chapter 8.25 RCW, chapter 8.26 RCW, WAC 468-100; the current WSDOT Right of Way Manual; the current WSDOT Local Agency Guidelines; WSDOT Design Manual Chapters 530 and 540, access guidance; and, the Local Agency's approved right of way procedures.

- B. The Parties agree that the Local Agency is solely responsible for and shall acquire all Properties in the name of the Local Agency, including uneconomic remainders. The Local Agency agrees that it shall acquire all Properties intended to be conveyed to WSDOT, whether whole or in part, free and clear of all liens, claims of damage, adverse possession or prescriptive easement claims, or any other encumbrance or claim that would affect the project, except such encumbrances that may be accepted in accordance with Chapter 8 of the WSDOT Right of Way Manual. If free and clear conveyance (other than encumbrances accepted in accordance with Chapter 8 of the WSDOT Right of Way Manual) is not reasonably obtainable, the Local Agency may, only with WSDOT prior written approval, accept title subject to an exception.
- C. The Local Agency agrees that, where possible, all fee acquisitions shall be by statutory warranty deed. In the event that conveyance of any of the Properties cannot be made by statutory warranty deed (for example, if the Properties to be acquired are easement rights granted by a federal agency or are held as rights other than fee simple interest), the Local Agency may use a different conveyance form only with WSDOT's Real Estate Services' (WSDOT RES) prior written concurrence. The Local Agency further agrees that each Property offer, parcel conveyance instrument, and associated legal description will not be presented to property owners before it has been reviewed and approved by WSDOT RES.
- D. The Local Agency shall provide all Project-related services not provided by WSDOT pursuant to the terms of this Agreement, including but not limited to: funding estimates, title reports and updates, title policies, property valuations including appraisals and appraisal review and administrative offer summaries, acquisition negotiation diaries, relocation assistance, Project property management, condemnation proceedings, and all complete documentation required to accomplish said services needed to qualify the Project for right of way certification by WSDOT to FHWA. The Local Agency shall also provide all acquisition files and relocation documents to WSDOT.
- E. The Local Agency agrees to provide:
1. All right of way plan changes to WSDOT RES for review and approval;
 2. Any additional maps or exhibits relevant to the Properties;
 3. If relocation assistance is required:
 - a. A relocation plan; and
 - b. Any information supplied to the Local Agency which will aid WSDOT in relocation assistance review.

4. Payment for all title insurance commitments and policies;
 5. Copies of all title insurance commitments and policies for the Properties for WSDOT RES review and acceptance;
 6. Copies of all completed acquisition files for the Properties, including deeds;
 7. Legal descriptions for the Property acquisition areas, which may be used in condemnation proceedings. The Local Agency agrees that legal descriptions for the acquisition of the Properties and related Limited Access Rights will include WSDOT-approved Limited Access Rights acquisition language and identify WSDOT-approved right of way plans, date of plans, and revision dates, if any;
 8. An exhibit page listing the Benton County Auditor's file numbers of the instrument recordings for all of the Properties the Local Agency acquired and an exhibit map depicting the Properties; and
 9. All other items required by WSDOT so that it might perform the acquisition, relocation, and conveyance reviews required by law and under this Agreement.
- F. The Local Agency agrees to retain ownership of any uneconomic remainders, but may choose to surplus and sell them in the future in accordance with applicable local, state, and federal laws.
- G. The Local Agency agrees to pay for all costs, including condemnation proceedings, to acquire the Properties and convey the Properties to WSDOT. The Local Agency further agrees to pay for the actual direct and related indirect costs of WSDOT review and consultation associated with this Agreement as agreed to in GCB 2307 Amendment No.2. Additional costs above the amount in GCB 2307 Amendment No.2 must be pre-approved by the Local Agency.
- H. The Local Agency agrees to draft a quitclaim deed to grant to the State of Washington those Properties or portions of the Properties to be held by WSDOT. Once the Project is accepted by WSDOT as anticipated by Sections 10.3 and 10.4 and the quitclaim deed is approved by WSDOT pursuant to Section A. 2 below, the Local Agency agrees to record the quitclaim deed in Benton County, providing a copy thereof to WSDOT.

10.2 WSDOT Responsibilities:

- A. WSDOT agrees to provide:
- i. Consultation as requested by the Local Agency;
 - ii. Relocation assistance review as needed;

1. Review and acceptance of title policies of the Properties;
 2. Review and approval of deeds, legal descriptions, Limited Access Rights language, and exhibits to be used for acquisition of property and property rights, as well as review the quitclaim deed identified in Section H;
 3. Inputting the Properties to be retained by WSDOT into WSDOT's inventory system; and
 4. Posting of the Properties onto the WSDOT's Real Estate Maps.
- 10.3 The Local Agency understands and agrees that WSDOT is retaining ownership of all rights of ingress and egress to, from, and between US 395 and/or roadway facilities and the properties abutting said US 395 and/or roadway facilities, including all rights of access, light, view and air, and access control along US 395 and/or roadway facilities right of way and along abutting properties on the right of way access plans shown in Exhibit A. The Local Agency, its successors or assigns, shall have no right of ingress or egress between US 395 and abutting properties, or US 395 and the lands herein conveyed. The Local Agency, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of US 395 and/or roadway facilities.
- 10.4 The Local Agency agrees that it shall acquire all Properties free and clear of all liens, claims of damage, adverse possession or prescriptive easement claims, or any other encumbrance or claims that would affect the project, subject to the terms of Section 10.1 B. Should any claim be made upon such Properties conveyed to the WSDOT, the Local Agency agrees to defend and shall defend all such claims and pay all judgments, if any, including the payment of all costs and attorney's fees, including WSDOT's costs and/or attorney's fees, and hold harmless WSDOT from such claims, judgments and costs, and be solely responsible to provide WSDOT with Properties free and clear of all claims and judgments, as well as any future claims.

11. General Provisions

- 11.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 11.2 Termination: Neither WSDOT nor the Local Agency may terminate this Agreement without the written concurrence of the other Party, except as otherwise provided under Sections 1.5, 2.4, and 11.2.1.

11.2.1 Termination for Public Convenience

The Secretary of Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise.
2. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive order of the President or Governor of the State with respect to the preservation of energy resources.
3. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
4. The Secretary determines that such termination is in the best interests of the State.

11.2.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Local Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred for the Work up to the date of termination, as well as the costs of non-cancelable obligations.

11.2.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11.3 Independent contractor: WSDOT shall be deemed an independent contractor for all purposes, and the employees of WSDOT or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the Local Agency.

11.4 Indemnification: The Parties shall protect, defend, indemnify, and hold harmless each other and their employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its

employees, authorized agents, or contractors and (b) the Local Agency, its employees, authorized agents, consultants or contractors, and/or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, consultants and/or contractors.

- 11.5 Acceptance of Liability: The Local Agency agrees and accepts full liability for (1) the PS&E provided for the Work to WSDOT, if any, that is not covered by the Local Agency's consultant professional liability coverage; and (2) for any Work the Local Agency has provided direction to WSDOT to design and/or construct outside WSDOT's right of way and/or WSDOT's jurisdiction, if any, that does not meet WSDOT standards.
- 11.6 Survivability: Sections 7.2, 9.1, 11.4 and 11.5 shall survive the termination of this Agreement.
- 11.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Local Agency shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.
- 11.8 Venue: In the event that any dispute is not first resolved pursuant to Section 11.7, either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 11.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years. The Local Agency shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the Local Agency require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 11.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Work is accepted by the Local Agency pursuant to

Section 5, or as otherwise provided herein, and all obligations for payment have been met.

11.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

12. Project Contacts

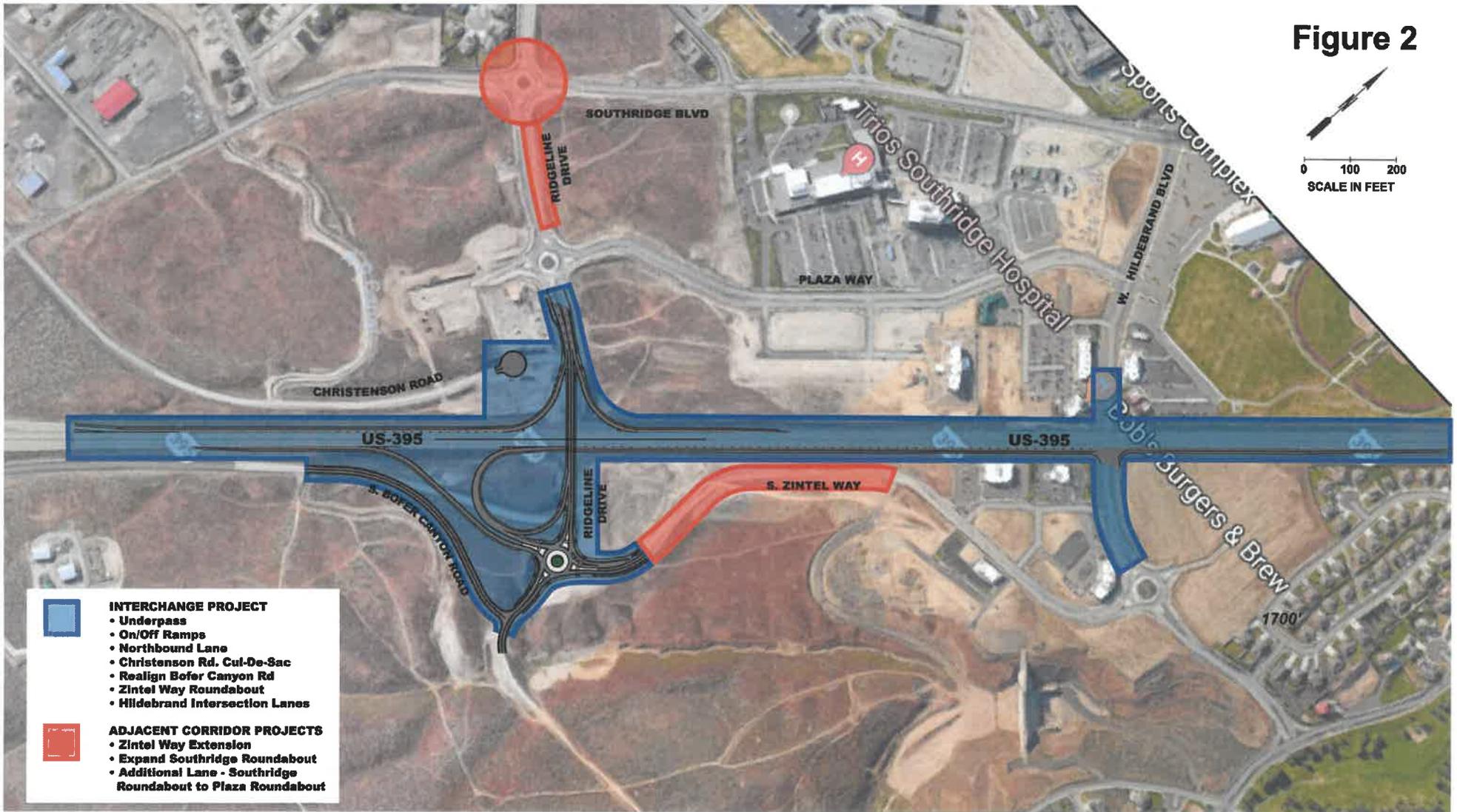
12.1 The WSDOT's Construction representative will be Alex Sanguino, P.E., 1655 Fowler Street, Richland, WA 99352, (509) 222-2403, SanguinA@wsdot.wa.gov.

12.2 The Local Agency's Construction representative will be Bruce Mills, P.E., 210 W 6th Ave, Kennewick, WA 99336, (509) 585-4431, Bruce.Mills@ci.kennewick.wa.us.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last signed below.

CITY OF KENNEWICK	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Don Britain	Todd V. Trepanier, P.E.
Mayor	SCR Region Administrator
Date:	Date:
APPROVE TO FORM CITY OF KENNEWICK	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Lisa Beaton	Printed: Guy M. Bowman
Kennewick City Attorney	Title: Assistant Attorney General
Date:	Date:

Figure 2



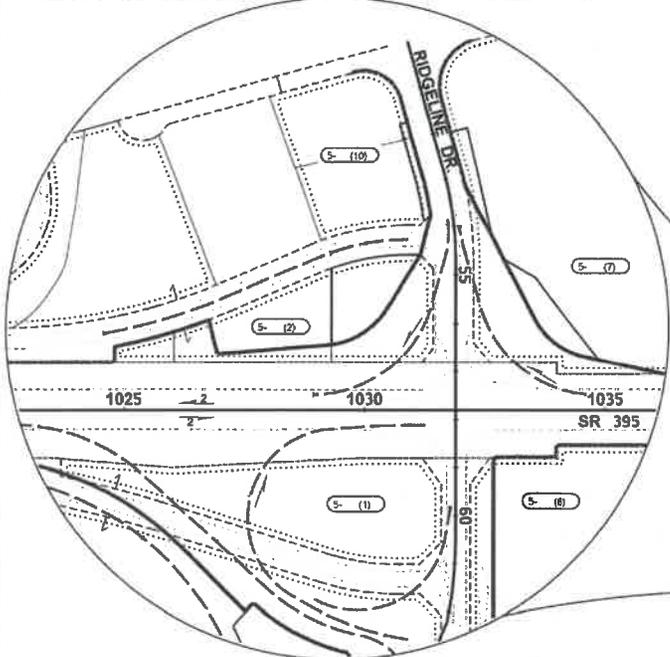
**US-395/RIDGELINE DRIVE - CONSTRUCT INTERCHANGE
INTERCHANGE PROJECT AND ADJACENT CORRIDOR PROJECTS**



GCB 3138
Exhibit A
Sheet 1 of 6

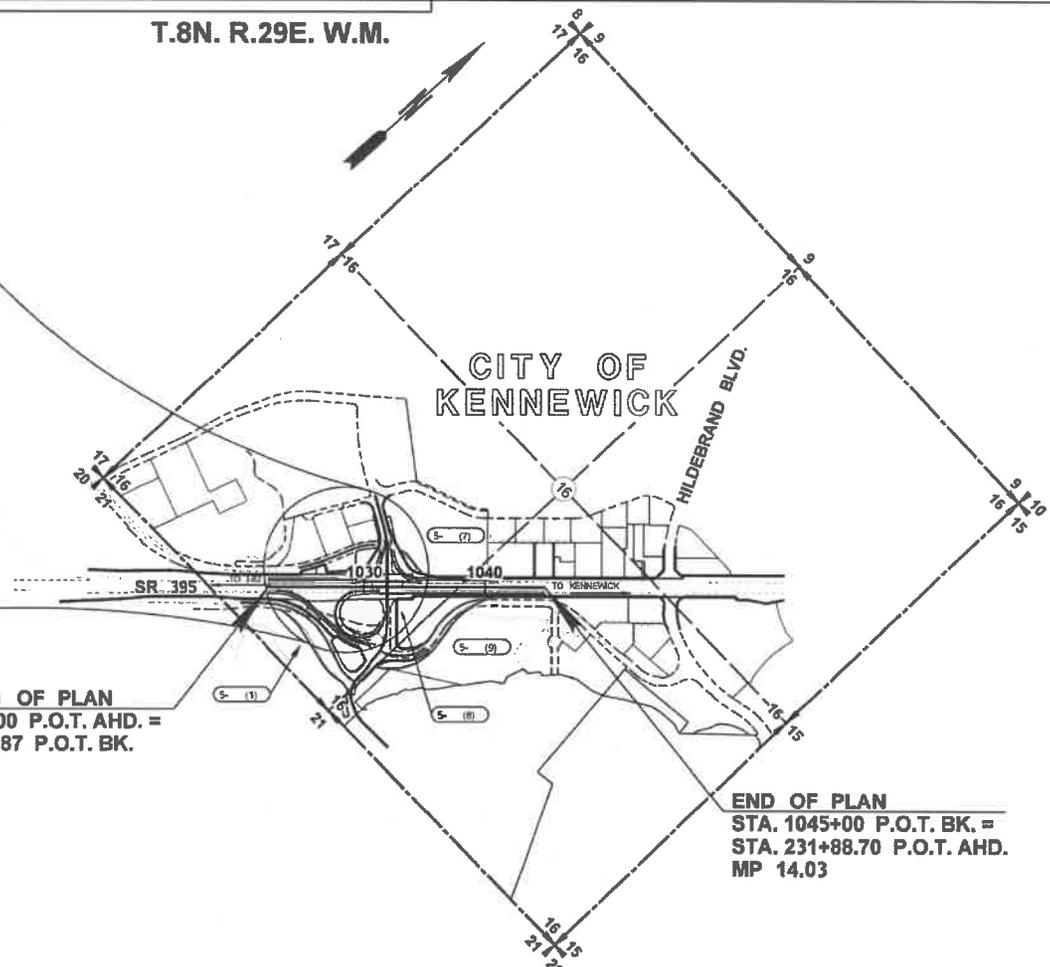


T.8N. R.29E. W.M.



PARCEL DETAIL
NOT TO SCALE

BEGINNING OF PLAN
STA. 1022+00 P.O.T. AHD. =
STA. 18+99.87 P.O.T. BK. =
MP 13.59



END OF PLAN
STA. 1045+00 P.O.T. BK. =
STA. 231+88.70 P.O.T. AHD.
MP 14.03

VICINITY MAP AND TOTAL PARCEL DETAILS
TOTAL LENGTH OF PLAN = 0.44 MILES



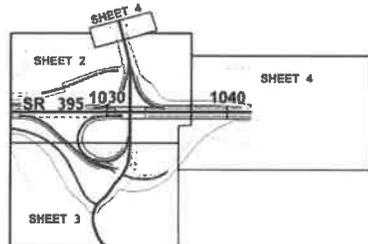
SR 395

RIDGELINE DRIVE

BENTON COUNTY

MP 13.59 TO MP 14.03
STATION 1022+00 TO STATION 1045+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



SHEET LAYOUT DIAGRAM
NOT TO SCALE

0 500 1000
SCALE IN FEET

GCB 3138
Exhibit A
Sheet 2 of 6



APPROVED AND ADOPTED September 20, 2019

Joseph A. ... Director, staff
Sep 20 2019 5:36 AM

STATE SURVEY MANAGER

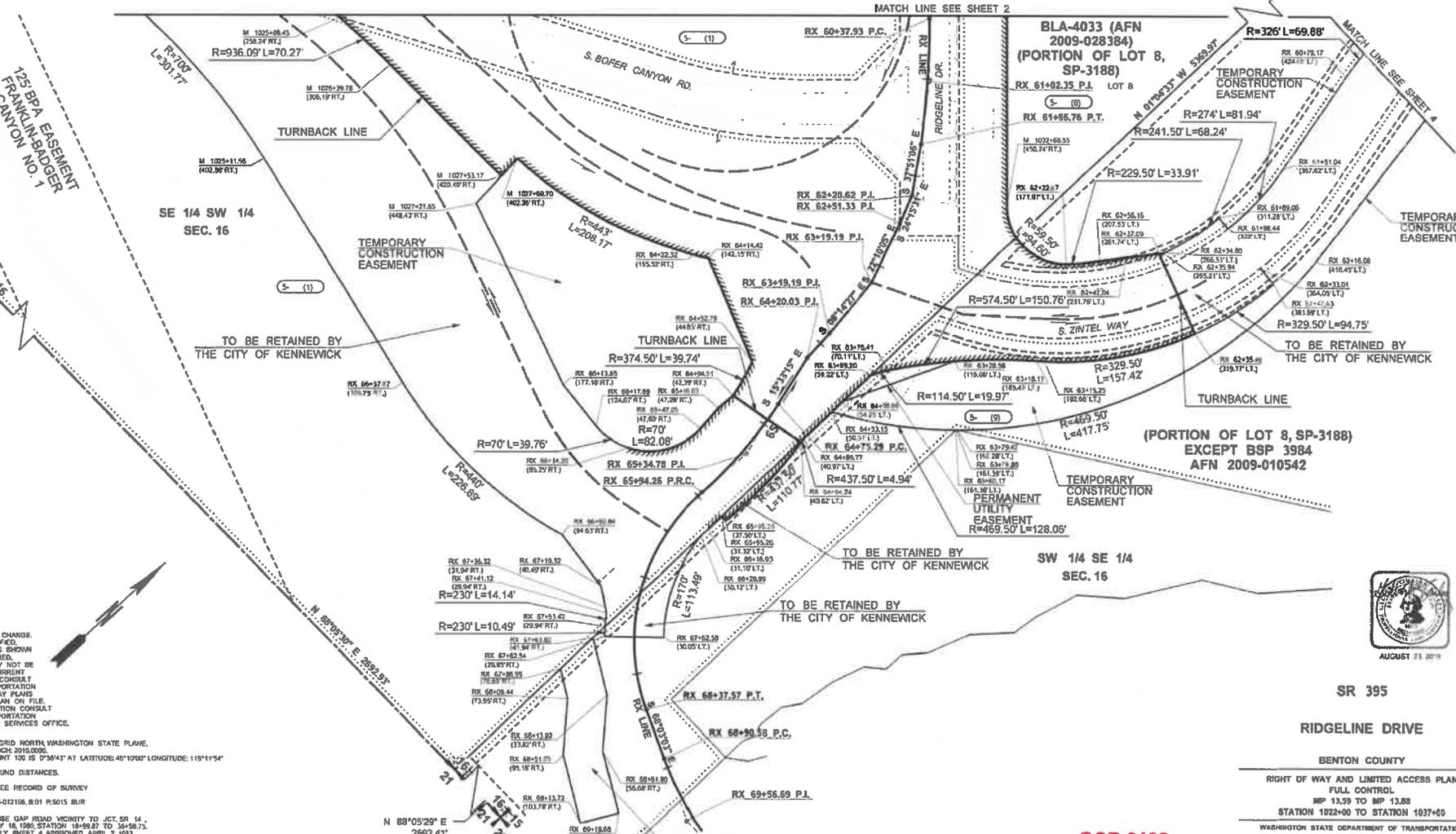
8/23/19

DATE SHEET 1 OF 4 SHEETS

Reference Approval Revision Description

T.8N. R.29E. W.M.
CITY OF KENNEWICK

RIDGELINE DRIVE INTERCHANGE



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

THE BASIS OF BEARINGS IS GRID NORTH, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(2011) EPOCH 2010.0000. CONVERGENCE ANGLE AT POINT 100 IS 0°36'45" AT LATITUDE 46°10'00" LONGITUDE 119°11'54". DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY AUDITOR'S FILE NUMBER 2018-012156, 8.01 P.5015 SUR.

THIS PLAN SUPERSEDES GOOSE GAP ROAD VICINITY TO JCT. SR 14, SHEET M, APPROVED JANUARY 18, 1980, STATION 19+99.87 TO 36+58.73. ALSO WRIGHT ROAD WESTERLY SHEET 4, APPROVED APRIL 7, 1953, STATION 237+30 TO 231+86.70.

●	TEMPORARY CONSTRUCTION EASEMENT
■	PERMANENT DRAINAGE EASEMENT
▲	PERMANENT UTILITY EASEMENT
S-(1)	SEE SHEET 2
S-(8)	SEE SHEET 2
S-(9)	CIRCLE ONE PROPERTIES, LLC 689,980 14,414 675,576 **34,735 / **6,814 488,813

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. RESURVEYED RT.	EASMENT
TOTAL AREA IS FROM ASSESSORS RECORDS UNLESS OTHERWISE NOTED.					

OWNERSHIPS

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 50 100
SCALE IN FEET



SR 395

RIDGELINE DRIVE

BENTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
MP 13.59 TO MP 13.88
STATION 1022+00 TO STATION 1037+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

**GCB 3138
Exhibit A
Sheet 4 of 6**



APPROVED AND ADDED September 20, 2019
Douglas Jeff
Sep 20 2019 5:37 AM
STATE SURVEY MANAGER

PROJECT ENGINEER

SHEET 3 OF 4 SHEETS

ALL PLANS ARE SUBJECT TO CHANGE OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

FOR RIGHT-OF-WAY NORTHERLY AND SOUTHERLY SEE SR 62 GOOSE GAP ROAD VICINITY TO JOLI, SR 74 SHEET 34 OF 34 DATED JAN 18, 1980.

THIS PLAN SUPERSEDES GOOSE GAP ROAD VICINITY TO JOLI, SR 14, SHEET 34, APPROVED JANUARY 18, 1980, STATION 10+99.87 TO 30+94.73. ALSO WRIGHT ROAD, WESTERLY SHEET 4, APPROVED APRIL 7, 1953, STATION 237+30 TO 231+84.70.

THE BASIS OF BEARINGS IS GRID NORTH, WASHINGTON STATE PLANE, SOUTH ZONE (NAD83/2011) EPOCH: 2010.0000 CONVERGENCE ANGLE AT POINT 100 IS 0°58'43" AT LATITUDE: 46°16'00" LONGITUDE: 119°11'15"
DISTANCES SHOWN ARE GROUND DISTANCES.
FOR SURVEY INFORMATION SEE RECORD OF SURVEY
AUDITOR'S FILE NUMBER 2018012168, B01 P5015 SUR

T.8N. R.29E. W.M.
CITY OF KENNEWICK

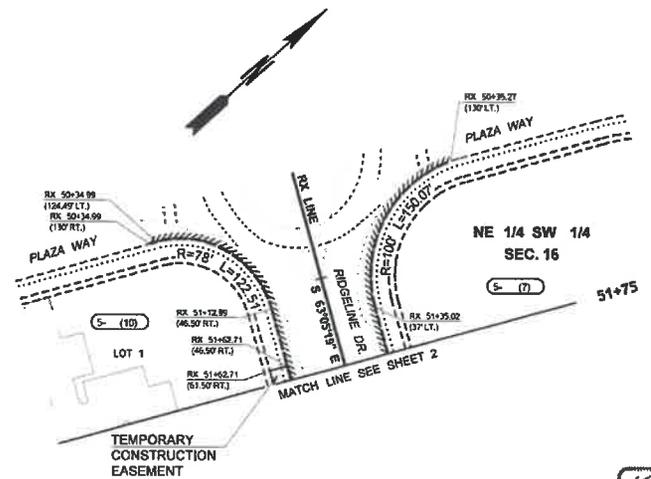
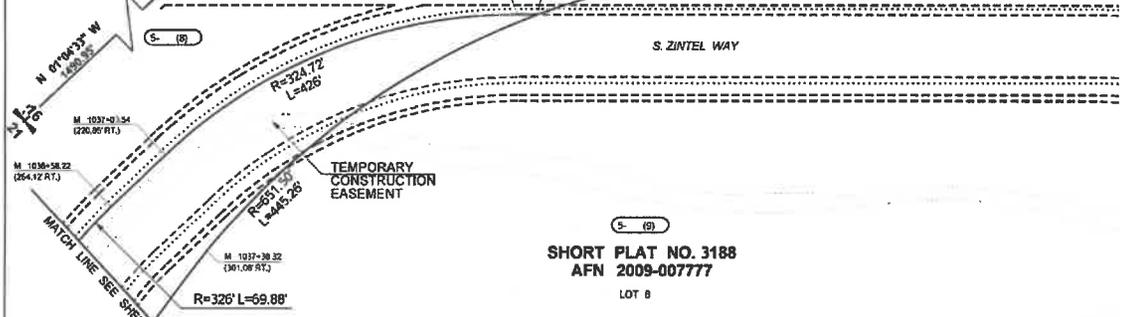
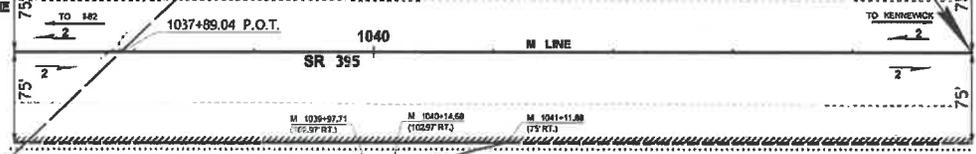
SHORT PLAT NO. 3055
AFN 2007039022

NE 1/4 SW 1/4
SEC. 16

ADM DEVELOPMENT
BINDING SITE PLAN #4829
AFN 2017-005166

END OF PLAN
STA. 1045+00 P.O.T. BK. =
STA. 231+88.70 P.O.T. AHD.
MP 14.03
FOR RW AND LIA EASTERLY SEE
WRIGHT ROAD WESTERLY, SHEET 4,
APPROVED AND ADOPTED, APRIL 7, 1953.

RIDGELINE DRIVE
INTERCHANGE



Parcel No.	Name	Total Area	R/W	L.T. Remainder R/W	Easement
S- (7)	SEE SHEET 2	-	-	-	-
S- (8)	SEE SHEET 2	-	-	-	-
S- (9)	SEE SHEET 3	-	-	-	-
S- (10)	SEE SHEET 2	-	-	-	-

PARCEL NO. NAME TOTAL AREA R/W L.T. REMAINDER R/W EASEMENT
TOTAL AREA IS FROM ASSessor'S RECORDS UNLESS OTHERWISE NOTED. OWNERSHIPS ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

LEGEND

ACCESS TO BE PROMOTED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 50 100
SCALE IN FEET



SR 395

RIDGELINE DRIVE

BENTON COUNTY

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL

MP 13.88 TO MP 14.03

STATION 1037+00 TO STATION 1045+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

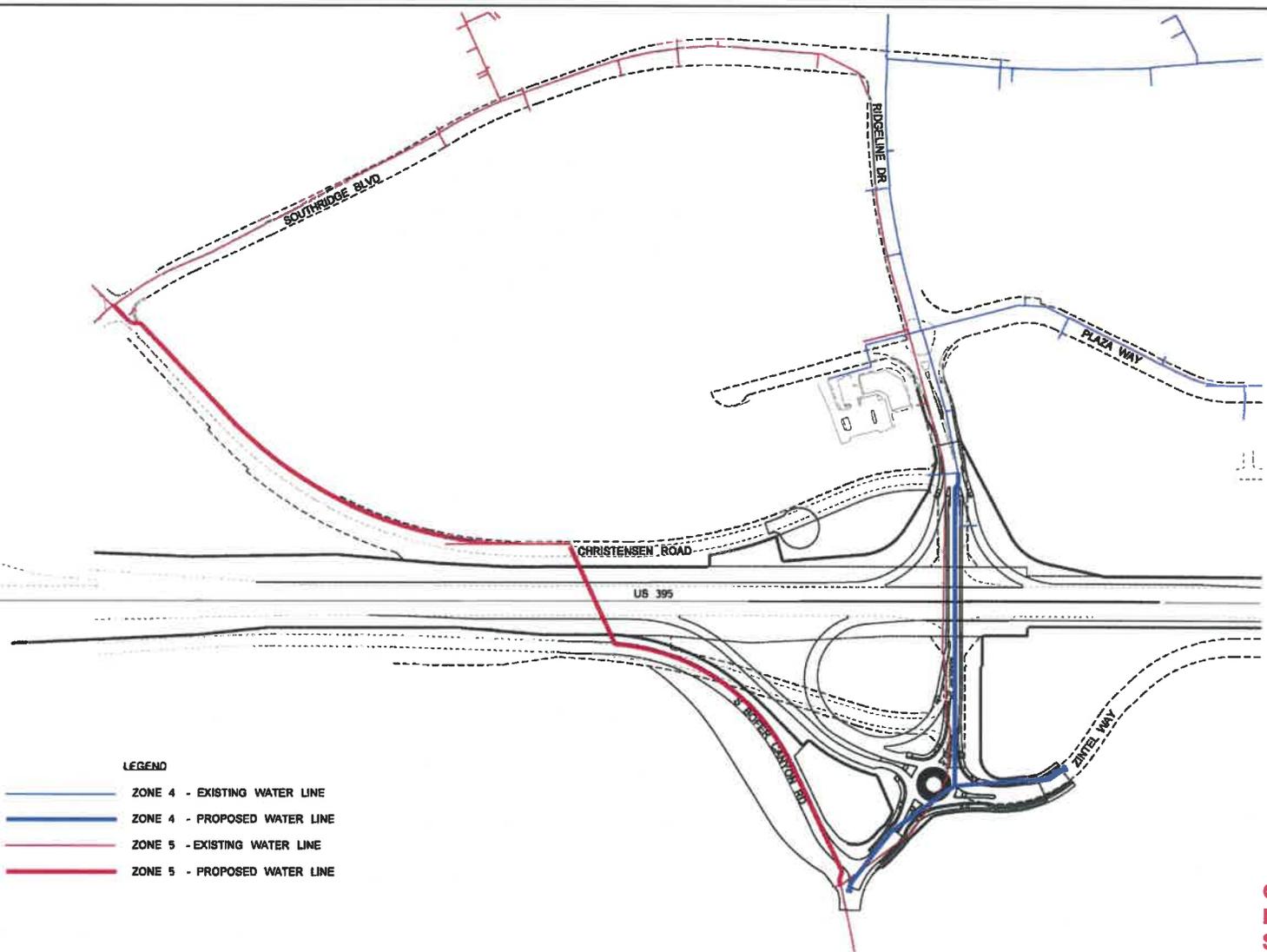
GCB 3138
Exhibit A
Sheet 5 of 6



APPROVED AND ADOPTED September 20, 2019

Donna J. Hoff September 20, 2019 5:38 AM

STATE SURVEY MANAGER



- LEGEND**
- ZONE 4 - EXISTING WATER LINE
 - ZONE 4 - PROPOSED WATER LINE
 - ZONE 5 - EXISTING WATER LINE
 - ZONE 5 - PROPOSED WATER LINE

**GCB 3138
Exhibit A
Sheet 6 of 6**

FILE NAME: P:\K\KEND000000020400CAD\EXHIBITS\City Water Zone Exhibit\KEND\WaterZone Exhibit_2019-07-15.dwg				REGION NO.	STATE	FED.AID PROJ.NO.	PRELIMINARY DESIGN NOT FOR CONSTRUCTION	 	US 395 RIDGELINE DRIVE CONSTRUCT INTERCHANGE	PLAN REF NO.
TIME: 1:41:25 PM				10	WASH	NHFP-3457(002)				Sheet 6 of 6
DATE: 7/15/2019				JOB NUMBER		LOCATION NO.	WATER PRESSURE ZONE EXHIBIT			
PLOTTED BY	Hrc			CONTRACT NO.						
DESIGNED BY	H.CALKINS			DATE						
ENTERED BY	D.FULLER			NO.						
CHECKED BY	D.WITTHAUS									
PROJ. ENGR.	D.WITTHAUS									
REGIONAL ADM.	T. TREPANIER									

**Agreement GCB 3138
Ridgeline Drive Intersection Improvements
Exhibit "B" Project Cost Responsibility Summary**

TOTAL AGREEMENT AMOUNT REIMBURSABLE TO WSDOT

ITEM No.	ITEM	AMOUNT
0001	City owned - Zone 4 Water Line - extension of 12 in. water line	\$362,951
0002	City owned - 10 in. Dry Sewer Line	\$111,651
0003	Construction Costs that exceed \$15,094,259 (Combination of \$13,150,000 WSDOT Connecting Washington Funds plus the \$1,944,259 in NHFP Local Agency Funds transferred to WSDOT) Shall be in accordance with Recital 6 of this Agreement	\$1,834,303
Total		\$2,308,905

TOTAL AGREEMENT AMOUNT PAYABLE TO LOCAL AGENCY

ITEM No.	ITEM	AMOUNT
0001	Right of Way Acquisition - Reimbursable to Local Agency	\$1,850,000
0002	Kennewick Irrigation District Mitigation - Reimbursable to Local Agency	\$20,000
Total		\$1,870,000

**Agreement GCB 3138
Ridgeline Drive Intersection Improvements
Exhibit "B" Cost Estimate (Right of Way Acquisition)**

ITEM NO.	ITEM	AMOUNT
0001	Connecting Washington funds reimbursed to Local Agency for right of way acquisition, acquiring access rights, and providing 100% completed right of way plans and deeds.	\$1,850,000
0002	Estimated Local Agency R/W funds	\$2,679,000
	<u>Right Of Way Funds</u>	<u>\$4,529,000</u>
	AGREEMENT TOTAL ALLOWED FOR RIGHT OF WAY	\$1,850,000

US 395/Rigeline Drive - Construct Interchange
Ad-Ready Cost Estimate
 July 21, 2020



ITEM NO.	TOTAL QUANTITY	STD. ITEM NO.	UNIT	UNIT PRICE	AMOUNT	ITEM
PREPARATION						
1	LUMP SUM	0001	L.S.		\$ 955,632.00	MOBILIZATION
2	27.89	0025	ACRE	2,000.00	\$ 55,780.00	CLEARING AND GRUBBING
3	LUMP SUM	0050	L.S.		\$ 53,225.00	REMOVAL OF STRUCTURES AND OBSTRUCTIONS
4	EST.	0258	EST.		\$ 4,000.00	REMOVING SIGN STRUCTURE SHAFT OBSTRUCTIONS
5	8156.00	0187	L.F.	1.50	\$ 12,234.00	REMOVING PAINT LINE
GRADING						
6	337911.00	0310	C.Y.	5.25	\$ 1,774,032.75	ROADWAY EXCAVATION INCL. HAUL
7	4050.00	0409	C.Y.	15.00	\$ 60,750.00	SELECT BORROW INCL. HAUL
8	51953.00	0470	C.Y.	2.00	\$ 103,906.00	EMBANKMENT COMPACTION
DRAINAGE						
9	178.00	1074	C.Y.	80.00	\$ 14,240.00	LIGHT LOOSE RIPRAP
10	632.00	1160	L.F.	20.00	\$ 12,640.00	UNDERDRAIN PIPE 6 IN. DIAM.
11	125.00	1180	L.F.	70.00	\$ 8,750.00	SCHEDULE A CULV. PIPE 12 IN. DIAM.
12	462.00	1182	L.F.	85.00	\$ 39,270.00	SCHEDULE A CULV. PIPE 18 IN. DIAM.
STORM SEWER						
13	1.00	3090	EACH	1,800.00	\$ 1,800.00	CATCH BASIN TYPE 1L
14	21.00	3091	EACH	1,800.00	\$ 37,800.00	CATCH BASIN TYPE 1
15	11.00	3105	EACH	3,700.00	\$ 40,700.00	CATCH BASIN TYPE 2, 48 IN. DIAM.
16	2870.00	3151	L.F.	1.00	\$ 2,870.00	TESTING STORM SEWER PIPE
17	679.00	3394	L.F.	38.00	\$ 25,802.00	PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM.
18	240.00	3396	L.F.	70.00	\$ 16,800.00	PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.
19	1365.00	3577	L.F.	38.00	\$ 51,870.00	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.
20	442.00	3579	L.F.	60.00	\$ 26,520.00	SOLID WALL PVC STORM SEWER PIPE 18 IN. DIAM.
21	2.00		EACH	8,000.00	\$ 16,000.00	POND OUTFLOW STRUCTURE
22	144.00		L.F.	25.00	\$ 3,600.00	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM.
SANITARY SEWER						
23	753.00	3152	L.F.	3.00	\$ 2,259.00	TESTING SEWER PIPE
24	753.00	3768	L.F.	63.00	\$ 47,439.00	PVC SANITARY SEWER PIPE 10 IN. DIAM.
WATER LINES						
25	1.00	6160	EACH	3,500.00	\$ 3,500.00	GATE VALVE 8 IN.
26	1.00	6162	EACH	4,000.00	\$ 4,000.00	GATE VALVE 10 IN.
27	3.00	3820	EACH	4,500.00	\$ 13,500.00	BUTTERFLY VALVE 12 IN.
28	5.00	3822	EACH	5,000.00	\$ 25,000.00	BUTTERFLY VALVE 16 IN.
29	2.00	3837	EACH	5,000.00	\$ 10,000.00	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.
30	3.00	3846	EACH	7,000.00	\$ 21,000.00	HYDRANT ASSEMBLY
31	1.00	3850	EACH	5,000.00	\$ 5,000.00	MOVING EXISTING HYDRANTS
32	1.00	3852	EACH	5,000.00	\$ 5,000.00	RECONNECTING EXISTING HYDRANTS
33	79.00	3866	L.F.	80.00	\$ 6,320.00	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.
34	84.00	3867	L.F.	90.00	\$ 7,560.00	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.
35	10.00	3868	L.F.	150.00	\$ 1,500.00	DUCTILE IRON PIPE FOR WATER MAIN 10 IN. DIAM.
36	1521.00	3869	L.F.	110.00	\$ 167,310.00	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.
37	3307.00	3871	L.F.	125.00	\$ 413,375.00	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.
38	200.00		L.F.	125.00	\$ 25,000.00	PVC PIPE FOR WATER MAIN 16 IN. DIAM.
39	LUMP SUM		L.S.		\$ 75,000.00	RIDGELINE DRIVE WATER BYPASS
40	220.00		L.F.	600.00	\$ 132,000.00	JACK AND BORE FOR 16 INCH DIAM. PIPE
41	127.00		L.F.	75.00	\$ 9,525.00	CASING FOR 12 INCH DIAM. PIPE
STRUCTURE						
42	8320.00	4006	C.Y.	20.00	\$ 166,400.00	STRUCTURE EXCAVATION CLASS A INCL. HAUL
43	LUMP SUM	4013	L.S.		\$ 150,000.00	SHORING OR EXTRA EXCAVATION CL. A
44	1630.00	4025	C.Y.	30.00	\$ 48,900.00	GRAVEL BACKFILL FOR WALL
45	108957.00	4149	L.B.	1.25	\$ 136,196.25	ST. REINF. BAR FOR BRIDGE
46	25680.00	4150	L.B.	1.25	\$ 32,100.00	ST. REINF. BAR FOR RETAINING WALL
47	730.00	4322	C.Y.	500.00	\$ 365,000.00	CONC. CLASS 4000 FOR BRIDGE
48	395.00	4139	C.Y.	550.00	\$ 217,250.00	CONC. CLASS 4000 FOR RETAINING WALL
49	1244.00	4269	L.F.	325.00	\$ 404,300.00	PRESTRESSED CONC. GIRDER - 24" VOIDED SLAB
50	LUMP SUM	4300	L.S.		\$ 227,000.00	SUPERSTRUCTURE - RIDGELINE DRIVE BRIDGE
51	208.00	4415	L.F.	175.00	\$ 36,400.00	TRAFFIC BARRIER
52	546.00	5656	S.Y.	350.00	\$ 191,100.00	BRIDGE APPROACH SLAB
53	33.00		CY	1,000.00	\$ 33,000.00	ADDITIONAL DECK CONCRETE
SURFACING						
54	34161.00	5100	TON	20.00	\$ 683,220.00	CRUSHED SURFACING BASE COURSE

							CEMENT CONCRETE PAVEMENT
55	125.00		C.Y.	400.00	\$	50,000.00	STAMPED CEMENT CONC. PAVEMENT FOR TRUCK APRON
56	490.00		S.Y.	50.00	\$	24,500.00	STAMPED CEMENT CONCRETE FOR SPLITTER ISLAND
							SECTION 14: HOT MIX ASPHALT
57	11750.00	5711	S.Y.	5.00	\$	58,750.00	PLANING BITUMINOUS PAVEMENT
58	26050.00	5767	TON	95.00	\$	2,474,750.00	HMA CL. 1/2 IN. PG 64-22
59	87097.00	5830	CALC		\$	74,242.00	JOB MIX COMPLIANCE PRICE ADJUSTMENT
60	58058.00	5835	CALC		\$	49,497.00	COMPACTION PRICE ADJUSTMENT
61	185684.00	5837	CALC		\$	161,370.00	ASPHALT COST PRICE ADJUSTMENT
							SECTION 17: EROSION CONTROL AND ROADSIDE PLANTING
62	LUMP SUM	6488	L.S.		\$	25,000.00	EROSION CONTROL AND WATER POLLUTION PREVENTION
63	19.96	6422	ACRE	2,500.00	\$	49,900.00	SEEDING AND MULCHING
64	12146.00	6392	S.Y.	2.00	\$	24,292.00	TOPSOIL TYPE B
65	17787.00	6455	S.Y.	5.00	\$	88,935.00	EROSION CONTROL BLANKET
66	12238.00	6635	L.F.	6.00	\$	73,428.00	HIGH VISIBILITY SILT FENCE
67	111.00		C.Y.	120.00	\$	13,320.00	PLANTER STRIP-ROUNDAABOUT ROCK MULCH
68	3.68		ACRE	2,000.00	\$	7,360.00	EROSION CONTROL SEEDING AND MULCHING
							SECTION 18: TRAFFIC
69	5.00	6698	EACH	660.00	\$	3,300.00	ROUNDAABOUT SPLITTER ISLAND NOSING CURB
70	2229.00	6699	L.F.	33.00	\$	73,557.00	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER
71	3602.00	6700	L.F.	38.00	\$	136,876.00	CEMENT CONC. TRAFFIC CURB AND GUTTER
72	176.00	6708	L.F.	75.00	\$	13,200.00	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB
73	308.00	6709	L.F.	40.00	\$	12,320.00	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER
74	2605.00	6757	L.F.	25.00	\$	65,125.00	BEAM GUARDRAIL TYPE 31
75	4.00	6760	EACH	3,800.00	\$	15,200.00	BEAM GUARDRAIL TRANSITION SECTION TYPE 21
76	4.00	6719	EACH	3,100.00	\$	12,400.00	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL
77	3.00	6766	EACH	1,300.00	\$	3,900.00	BEAM GUARDRAIL ANCHOR TYPE 10
78	1562.00	6763	L.F.	104.00	\$	162,448.00	SINGLE SLOPE CONCRETE BARRIER
79	2887.50	6781	L.F.	13.00	\$	37,537.50	TEMPORARY BARRIER
80	512.50	6784	L.F.	18.00	\$	9,225.00	REMOVING AND RESETING EXISTING PERMANENT BARRIER
81	1.00	7442	EACH	26,000.00	\$	26,000.00	PERMANENT IMPACT ATTENUATOR
82	59988.51	6806	L.F.	0.25	\$	14,997.13	PAINT LINE
83	497.17	6807	L.F.	1.10	\$	546.89	PLASTIC LINE
84	6746.72	6827	L.F.	1.50	\$	10,120.08	PAINTED WIDE LANE LINE
85	2382.05	6828	L.F.	1.50	\$	3,573.08	PLASTIC WIDE LANE LINE
86	2280.00	6857	S.F.	8.00	\$	18,240.00	PLASTIC CROSSWALK LINE
87	274.02	6859	L.F.	14.00	\$	3,836.28	PLASTIC STOP LINE
88	29.00	6833	EACH	100.00	\$	2,900.00	PLASTIC TRAFFIC ARROW
89	4.00	6871	EACH	100.00	\$	400.00	PLASTIC TRAFFIC LETTER
90	11.00	6867	EACH	250.00	\$	2,750.00	PLASTIC BICYCLE LANE SYMBOL
91	7.00	6880	EACH	35.00	\$	245.00	PAINTED DRAINAGE ARROW
92	LUMP SUM	6890	L.S.		\$	46,532.00	PERMANENT SIGNING
93	13079.00	6896	L.F.	0.90	\$	11,771.10	TEMPORARY PAVEMENT MARKING-LONG DURATION
94	LUMP SUM	6897	L.S.		\$	180,000.00	SIGN BRIDGE NO. 1
95	LUMP SUM	6897	L.S.		\$	180,000.00	SIGN BRIDGE NO. 2
96	LUMP SUM	6898	L.S.		\$	80,000.00	CANTILEVER SIGN NO. 1
97	LUMP SUM	6898	L.S.		\$	80,000.00	CANTILEVER SIGN NO. 2
98	LUMP SUM	6904	L.S.		\$	635,000.00	ILLUMINATION SYSTEM
99	LUMP SUM	6912	L.S.		\$	440,000.00	TRAFFIC SIGNAL SYSTEM
100	759.00	6945	L.F.	26.00	\$	19,734.00	CONDUIT PIPE 2 IN. DIAM
101	LUMP SUM	6971	L.S.		\$	500,000.00	PROJECT TEMPORARY TRAFFIC CONTROL
102	3587.07	6847	L.F.	6.00	\$	21,522.42	PLASTIC WIDE DOTTED ENTRY LINE
							SECTION 19: OTHER ITEMS
103	LUMP SUM	6997	L.S.		\$	10,000.00	MIN BID REQ - TYPE B PROGRESS SCHEDULE
104	8368.00	7005	C.Y.	12.00	\$	100,416.00	STRUCTURE EXCAVATION CLASS B
105	40745.00	7007	S.F.	0.50	\$	20,372.50	SHORING OR EXTRA EXCAVATION TRENCH
106	600.00	7011	C.Y.	30.00	\$	18,000.00	GRAVEL BACKFILL FOR FOUNDATION CLASS A
107	1112.00	7017	C.Y.	20.00	\$	22,240.00	GRAVEL BACKFILL FOR PIPE ZONE BEDDING
108	35.00	7014	C.Y.	20.00	\$	700.00	GRAVEL BACKFILL FOR DRAIN
109	5000.00	7018	Mgal	2.00	\$	10,000.00	WATER
110	LUMP SUM	7037	L.S.		\$	25,000.00	STRUCTURE SURVEYING
111	DOL	7040	DOL		\$	25,000.00	LICENSED SURVEYING
112	LUMP SUM	7042	L.S.		\$	15,000.00	ADA FEATURES SURVEYING
113	7.00	7047	EACH	1,250.00	\$	8,750.00	MONUMENT CASE, COVER, AND PIPE
114	3275.00	7055	S.Y.	40.00	\$	131,000.00	CEMENT CONC. SIDEWALK
115	8.00	7058	EACH	2,500.00	\$	20,000.00	CEMENT CONC. CURB RAMP TYPE PARALLEL A
116	4.00	7058	EACH	2,200.00	\$	8,800.00	CEMENT CONC. CURB RAMP TYPE PARALLEL B
117	4.00	7058	EACH	2,000.00	\$	8,000.00	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A
118	10.00	7058	EACH	2,000.00	\$	20,000.00	CEMENT CONC. CURB RAMP TYPE BIKE RAMP
119	749.00	7054	S.F.	35.00	\$	26,215.00	DETECTABLE WARNING SURFACE
120	216.00	7080	L.F.	200.00	\$	43,200.00	CABLE FENCE
121	6032.00	7111	L.F.	9.00	\$	54,288.00	WIRE FENCE TYPE 2
122	3.00	9605	EACH	1,250.00	\$	3,750.00	CONNECTION TO DRAINAGE STRUCTURE
123	6.00	3080	EACH	800.00	\$	4,800.00	ADJUST MANHOLE
124	7.00	7360	EACH	4,000.00	\$	28,000.00	MANHOLE 48 IN. DIAM. TYPE 1
125	1.00	7364	EACH	7,500.00	\$	7,500.00	MANHOLE 60 IN. DIAM. TYPE 1
126	16.00	7369	L.F.	200.00	\$	3,200.00	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1
127	3.00	6243	EACH	580.00	\$	1,740.00	ADJUST VALVE BOX
128	800.00	7400	HOUR	10.00	\$	8,000.00	TRAINING
129	DOL	7480	DOL		\$	10,000.00	ROADSIDE CLEANUP
130	DOL	7725	DOL		\$	5.00	REIMBURSEMENT FOR THIRD PARTY DAMAGE
131	DOL	7728	DOL		\$	(1.00)	MINOR CHANGE
132	DOL	7732	DOL		\$	(1.00)	AGGREGATE COMPLIANCE PRICE ADJUSTMENT
133	LUMP SUM	7736	L.S.		\$	4,000.00	SPCC PLAN

134	1741.00		C.Y.	50.00	\$	87,050.00	SAND BACKFILL FOR PIPE ZONE BEDDING
135	2.00		EACH	8,000.00	\$	16,000.00	ART PANEL SIGNS
136	1.00		EACH	4,000.00	\$	4,000.00	SIDEWALK DRAIN

\$ 13,727,000.97 **Total Construction**
 Design Allocation (Contingency) - 0%
 549,080 Change Order Contingency - 4% of Total Construction
 1,180,522 Sales Tax - 8.6% of Total Construction
 1,372,700 **Construction Engineering - 10% of Total Construction

16,829,303 **CN Subtotal**
 4,529,172 * Right of Way Costs
 2,337,038 Preliminary Engineering
 198,442 WSDOT Review Costs
 753,700 700 & 800 Level Items (Provided by BPUD)
 20,000 KID Overflow Channel Abandonment

24,667,666 Total Project Cost

Non-Project Costs
 (362,951) City Water Line
 (111,651) City Sanitary Sewer

Franchise Utility Costs (Paid for by Utility) Includes the following:
 • \$136,139 - Shared Trench Costs
 • \$35,000 - BPUD's "Old" Highway Crossing Rebuild (underpass)
 • \$28,700 - BPUD's portion of Zintel Way (north of OH line connection)
 (199,839)

23,993,214 Grand Total

* Right of Way costs are estimated at \$4.529 million, not including contingency as follows:
 CIBB: \$7,100
 BRL: \$2,583,400
 Erwin: \$1,100,600
 O'Rorke: \$289,800
 Circle One: \$118,200
 Patidar: \$430,072

** Construction Engineering includes Engineering Support during Construction (consultant support services during construction activities) and WSDOT Surveying Support



***WSDOT has a maximum of \$15,000,000.00 in Connecting Washington funds to contribute toward the funding of the Project, of which \$13,150,000.00 will go toward the construction phase of the Project to be administered by the WSDOT, and \$1,850,000.00 will go toward right of way acquisition for the Project to be administered by the Local Agency.**

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	08/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	MOU with Benton PUD for US395/RL Cost Share		
Ordinance/Reso #		Contract #	
Project #	P1402	Permit #	
Department	Public Works		

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

Recommendation

Council authorize the Mayor to sign a Memorandum of Understanding for sharing power relocation costs with Benton PUD for the US395/Ridgeline Interchange project.

Motion for Consideration

I move that the Council authorize the Mayor to sign a Memorandum of Understanding for sharing power relocation costs with Benton PUD for the US395/Ridgeline Interchange project.

Summary

As part of the US395/Ridgeline Interchange project, Benton PUD is required to relocate some of their current facilities. Because those facilities are in a BPUD easement, the costs are charged to the project.

However, our new franchise agreement with BPUD allows for potential cost share agreements, and this agreement would split an estimated \$670,000 of BPUD relocation costs 50/50 between BPUD and Kennewick. The City and BPUD have a long standing exceptional partnership for the benefit of our joint constituents and the community. This is a generous partnership offer from BPUD, as the City is obligated to pay the full amount if necessary.

The BPUD Commissioners approved this MOU on August 11, 2020.

Our City Attorney has reviewed and approved this MOU as to form.

Staff recommends approval of this agreement.

Alternatives

None recommended.

Fiscal Impact

This agreement will save the US395/Ridgeline Interchange project (and Kennewick) approximately \$335,000 in power relocation costs.

Through	Bruce Mills Aug 12, 07:27:43 GMT-0700 2020
Dept Head Approval	Bruce Mills Aug 12, 13:28:34 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:48:56 GMT-0700 2020

Attachments:

Recording Required?



**Memorandum of Understanding
between
Public Utility District No. 1 of Benton County (District) and the City of
Kennewick (City)
Regarding sharing costs associated with the Ridgeline/Hwy 395 Project**

Whereas the District operates under a franchise in the City of Kennewick approved June 23, 2020 (City Ordinance No. 5872, Benton PUD Contract #20-21-21), and

Whereas City desires to realign the intersection of Highway 395 and Ridgeline Dr, and

Whereas this work will require the relocation of District owned facilities, and

Whereas the City and the District have agreed the City is responsible for the cost to relocate District owned facilities that are outside of the current HWY 395 WSDOT right-of-way, and

Whereas the City has requested the District to split the City's costs involved with relocating District owned facilities that are currently located outside of the Hwy 395 WSDOT right-of-way, and

Whereas Section 7.2(c) of the Franchise Agreement allows for such cost sharing agreement when it does not exceed \$250,000 in a calendar year or \$500,000 in a two-year period.

Whereas the District recognizes the project will provide a benefit to both the City's and the District's constituents.

Agreement

Now, therefore, in consideration of the foregoing, and the mutual covenants hereinafter expressed, the Parties agree as follows:

1. Statement of Purpose: This MOU serves to facilitate a 50/50 split of costs associated with relocating District owned facilities, that are existing outside of the right-of-way, due to the re-alignment of the Hwy 395/Ridgeline Drive intersection.
2. Term: The term of this MOU shall commence upon the Effective Date set forth below and shall remain in effect until all the monies provided for herein are expended or the MOU is terminated prior to then.

3. Obligations of the District: The District shall perform the following:
 - a. Produce a construction estimate for cost to relocate facilities that the City is responsible to pay for relocating.
 - b. Issue an invoice to the City for 50% of the estimated cost to relocate the facilities.
 - c. Upon completion of the project the District will evaluate the costs against the original invoice and invoice for the difference or send a reimbursement.
 - d. If at any time during construction costs are exceeding the estimate the District shall notify the City as soon as reasonably possible and shall obtain the City Project Manager's approval to proceed.
4. Obligations of City: The City shall perform the following: Upon receiving invoicing from the District, the City shall pay the invoice within 30 days of receipt of the invoice.
5. Assignment: No Party shall have the right to assign this Agreement to a third party without written consent of the other Party, which consent shall not be unreasonably withheld.
6. Termination: Either party may terminate this agreement with written notice to the other and shall have no obligation to contribute funds after the effective date of such termination.
7. Notice: Any notice required to be given pursuant to this MOU shall be delivered to each Party's project manager.
8. Governing Law: This MOU shall be construed and governed according to the law of the State of Washington without any reference to any rules governing conflict of laws.
9. Disputes: The Parties shall resolve any and all disputes related to this MOU solely through good faith negotiations.
10. Modification: This MOU may only be modified by a writing signed by each of the Parties hereto.
11. Severability: If any provision, or any portion of any provision, of this MOU is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of the MOU and shall not cause the remainder of this MOU to be invalid or unenforceable.
12. Third Party Beneficiary: This MOU is exclusively for the benefit of the Parties hereto. It may not be enforced by any party other than the Parties to this MOU and shall not give rise to rights or liability to any third party.
13. Entire Agreement: This MOU contains the entire understanding and agreement of the Parties hereto.
14. Execution: This MOU may be executed in counterparts, all of which taken together shall constitute one document.

EFFECTIVE DATE: After both parties have signed agreement.

City of Kennewick



**Public Utility District No. 1 of Benton
County**

Signature Date

9/11/2020

Signature Date

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	08/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Pedestrian Pathway Edison to Union (CDBG)		
Ordinance/Reso #		Contract #	
Project #	P2002-20	Permit #	
Department	Public Works		

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

Recommendation

That City Council award Contract P2002-20 Pedestrian Pathway Edison to Union (CDBG) project to Central Washington Asphalt in the amount of \$316,213.88, plus a 10% contingency of \$31,621.39 for a total amount of \$347,835.27.

Motion for Consideration

I move to award Contract P2002-20 Pedestrian Pathway Edison to Union (CDBG) project to Central Washington Asphalt in the amount of \$316,213.88, plus a 10% contingency of \$31,621.39 for a total amount of \$347,835.27.

Summary

This project consists of clearing, grubbing, excavation, embankment, and installation of 3,200 linear feet of HMA pathway, minor curb, gutter, sidewalk, fence, utility adjustments and other items in the Kennewick Irrigation District (KID) right-of-way, and in an easement along the west side of Edison Elementary School. It is the intent of the project that excavation and embankment be included with clearing and grubbing, the cut and fill quantities balance with a slight overage in the cut quantities. The project includes one bid alternate: Install Five (5) Solar Powered LED pathway area lights. Project limits are from South Edison Street to the west and South Union Street to the east. Funding source is a Community Development Block Grant (CDBG).

One (1) bid was received on August 11, 2020 at 10:00 a.m. from Central Washington Asphalt in the amount of \$316,213.88 for the Base Bid with a Bid Alternate of \$40,725.00 for solar lights. The Engineer's Estimate was \$269,284.56 for the Base Bid and \$27,150.00 for the solar light Bid Alternate. Due to higher than anticipated bid price, the Bid Alternate option has been declined but the recommendation is to move forward on awarding the Base Bid work as described above. These CDBG funds must be spent by October 31, 2020, which precludes rebidding the project at a later date.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed the lone bid and determined it to be responsive. We are recommending award of this project to Central Washington Asphalt, who we have determined to be a responsive bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

2019/20 Biennium Budget - Miscellaneous ADA Improvements: \$347,835.27
Additional CDBG funds have been approved for this project by the City's CDBG Coordinator. These funds will be added to the current budget through a budget adjustment.

Through	Heath Mellotte Aug 12, 10:04:37 GMT-0700 2020
Dept Head Approval	Bruce Mills Aug 12, 10:11:14 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 07:51:31 GMT-0700 2020

Attachments:

Recording
Required?

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	08/18/2020
Agenda Item Type	Ordinance		
Subject	Blasting Ordinance		
Ordinance/Reso #	5876	Contract #	
Project #		Permit #	
Department	Fire Department		

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

Recommendation

Staff recommends the adoption of Ordinance 5876.

Motion for Consideration

I move to adopt Ordinance 5876.

Summary

On March 4, 2020, City Council adopted City of Kennewick Ordinance No. 5868. The ordinance put interim regulatory and zoning controls related to blasting operations within the City in place in order to ensure blasting operations could be conducted in a safe manner until staff could conduct additional research. The interim ordinance provided staff with 180 days to further research the issue of blasting, and to make recommended edits to the ordinance.

As required by the ordinance, Council conducted a public hearing on blasting during the regularly scheduled Council Meeting on April 21, 2020.

Staff brought a draft ordinance to the regularly scheduled Council Workshop on July 28, 2020 after working with a consultant to develop the draft ordinance. During the workshop, Council provided feedback to staff, and gave direction for staff to bring a revised draft ordinance to the Council Workshop on August 11, 2020.

During the Council Workshop on August 11, 2020, staff presented the proposed ordinance modifications to Council, and Council was provided with an opportunity to ask questions of staff present for the meeting.

A final version of Ordinance 5876 has been developed by staff, and Council is being asked to adopt the ordinance as written.

Alternatives

N/A

Fiscal Impact

N/A

Through

Dept Head Approval

Chad Michael
Aug 12, 16:15:18 GMT-0700 2020

City Mgr Approval

Marie Mosley
Aug 14, 07:57:01 GMT-0700 2020

Attachments:

Ordinance-redline
Ordinance 5876

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5876

AN ORDINANCE RELATING TO BLASTING REGULATIONS AND AMENDING SECTIONS 15.35.010, 15.35.020, 15.35.030, 15.35.040, 15.35.050, 15.35.070, AND 15.35.090 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 15.35.010 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

15.35.010: Definitions—Adoption by reference.

- (1) The definitions set forth in WAC 296-52-099, and any amendments thereto, are adopted by reference.
- (2) The definitions set forth in the most recently adopted version of the International Fire Code Chapter 56, Explosives and Fireworks, and any amendments thereto, are adopted by reference.
- (3) The definitions set forth in the most recent edition of the NFPA 495, Explosive Materials Code, and any amendments thereto, are adopted by reference.
- (4) The following definitions are added to the definitions provided in the codes above:
 - (a) Air Overpressure (Air blast): A sound pressure wave from a blast traveling through the atmosphere, Air blast is expressed in units of pounds per square inch (psi) or decibels (Dbl).
 - (b) Controlled Blasting: Careful blasting methods used to minimize the effects of blasting on structures and to minimize damage to surrounding rock. Also see Perimeter Controlled Blasting. Controlled Blasting methods involve distributing and minimizing the explosive charges to minimize stressing and fracturing of the rock behind the neat excavation line.
 - (c) Maximum Charge Weight per Delay: For purposed of vibration control, any charges firing within any 8-millisecond time period are considered to have a cumulative effect on vibration and air blast effects, Therefore, the maximum charge per delay equals the sum of the weight of all charges firing within any 8-millisecond time period.
 - (d) Peak Particle Velocity (PPV): The maximum of the three ground vibration velocities measured in the vertical, longitudinal longitudinal and transverse directions. Velocity units are expressed in inches per second (ins/sec) or millimeters per second (mm/sec) and measured by a blasting seismograph.

- (e) Scaled Distance: The distance from a blast measured in feet, divided by the square root of the charge per delay period measured in pounds. Scaled distance values are used in calculations to predict and evaluate ground vibrations. For air blast calculations, cube root scaling is used and distance is divided by the cube root of the maximum charge per delay.
- (f) Springing: The blasting practice of detonating a charge in a drill hole to create a cavity in order to place a larger concentrated charge of explosives. Springing will not be permitted in the City of Kennewick.
- (g) U.S. Bureau of Mines (USBM) RI 8507 PPV Frequency Plot: A plot of measured peak particle velocity vs. measured frequency on a logarithmic horizontal and vertical scales, examples of which are shown in Appendix A of "Structure Response and Damage Produced from Surface Mine Blasting", U.S. Bureau of Mines, Report of Investigation 8507, by D. E. Siskind, et. al., dated 1980

~~(5)~~(4) Whenever any conflict exists between the cited definition or the definitions in the referenced codes, the most restrictive definition shall apply. Whenever any conflict exists between the substantive provision of this chapter and those of the above-referenced codes, the more restrictive provision shall apply.

(Ord. 5876 Sec. 1, 2020; Ord.5868 Sec. 5(part), 2020)

Section 2. Section 15.35.020 of the Kennewick Municipal Code, be and the same hereby is, amended to read as follows:

15.35.020: Permit required.

- (1) This Statement of Concern is expressly written to alert the CONTRACTOR to the fact that those ordinary practices that are customarily considered as standard for the blasting industry will not be acceptable in the City of Kennewick. The use of Controlled Blasting techniques involving extra caution and skill will be required to complete Blasting Projects in the City in a satisfactory and acceptable manner.
- ~~(2)~~(4) No person, company or corporation shall be in possession of explosive materials, or conduct an operation or activity requiring the use of explosive materials, or perform, order or supervise the loading and firing of explosive materials without a current and valid blasting permit issued by the city. This chapter shall not apply to those exemptions listed in RCW 70.74.191, as may be amended, and WAC 296-52-401(3) through (4), as may be amended.
- ~~(2)~~(3) Explosive materials shall not be transported, sold, given, delivered or transferred to anyone in the city not in possession of a valid blasting permit.
- ~~(3)~~(4) A blasting permit is required for every individual project requiring blasting.
- ~~(4)~~(5) A permit issued under this chapter to any person, company or corporation is nontransferable to any other person, company or corporation and shall be issued for a period not to exceed one year (12 months from the date of issuance). Permits are only valid for the physical area noted in the application.

~~(5)~~(6) All federal, state and city laws and regulations applicable to obtaining, owning, transporting, storing, handling and using explosive materials shall be followed and be a condition of all blasting permits issued by the city.

~~(6)~~(7) Blasting permits will be subject to review and approval by the Fire Code Official, or their designees.

(Ord. 5876 Sec. 2, 2020; Ord.5868 Sec. 5(part), 2020)

Section 3. Section 15.35.030 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

15.35.030: Application—Contents.

The city shall have power and authority to issue a permit for blasting but before doing so shall require the person, company or corporation to whom the permit is to be issued to file an application, which shall include the following:

- (1) A completed application form provided by the city specifying the name and address of the person, company or corporation applying for the permit, and the name and address of the blaster or of the person who will actually supervise the blasting. The legal owner of the property or properties where the activity will be conducted will also be noted, along with contact information.
- (2) ~~Copies of A-current and valid Blaster's License(s) Certificate of Possession for Explosives~~ issued by the Washington State Department of Labor and Industries to one or more individuals that will perform the duties of the Blaster in Charge (BIC) employed in the work for which the blasting permit is sought for the project.
- (3) Copies of current and valid Employee Possessor License(s) issued by the Federal Department of Alcohol, Tobacco and Firearms (ATF) for those individuals who will be responsible for receiving and possessing explosives for the project.
- ~~(3)~~(4) An explosives transportation plan as hereinafter provided.
- ~~(4)~~(5) A General ~~h~~Blasting pPlan as hereinafter provided.
- (6) A Blasting Safety Plan as hereinafter provided.
- ~~(5)~~(7) A traffic control plan as hereinafter provided.
- ~~(6)~~(8) A pre-blast notification plan as hereinafter provided.
- (9) Pre-blast Property Condition Inspection Reports shall be provided to the Fire Code Official as a Condition of the Permit as hereinafter provided.

~~(7)~~(10) A city of Kennewick business license.
(Ord. 5876 Sec. 3, 2020; Ord.5868 Sec. 5(part), 2020)

Section 4. Section 15.35.040 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

15.35.040: Fee.

~~The fee for blasting permits is \$200.00. The fee for blasting permits will be determined based upon actual administrative costs; including review time, consultant costs, and inspection time's incurred by staff of the Fire Marshals Code Officials Office or their designee. The fee shall be posed-posted and updated according to existing processes as noted in KAC 8-40-010 Fire Permit Fee Schedule.~~

(Ord. 5876 Sec. 4, 2020; Ord.5868 Sec. 5(part), 2020)

Section 5. Section 15.35.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

15.35.050: Insurance policy.

- (1) Before approval to do blasting is issued, the applicant shall deliver a contractor's bond running to the City, in the minimum amount of \$25,000 ~~.00~~ conditioned upon the indemnification and payment by the permittee of all claims for injury and damages to persons or property, public or private, resulting from any blasting activity of the permittee.
- (2) Before approval to do blasting is issued, the applicant shall furnish evidence of insurance covering bodily injury and property damage liability exposures including the "X, C, U" perils (explosion, collapse and underground) on the comprehensive or commercial general liability occurrence form. Limits of liability are to be no less than ~~\$500,000.00~~ ~~five hundred thousand dollars~~ ~~one million dollars~~ ~~combined~~ single limit per occurrence and ~~two million dollars~~ aggregate. If written on the commercial liability form, the aggregate limits shall be no less than ~~\$1,000,000.00~~ ~~one million dollars~~ ~~two million dollars~~ Coverage will include the City being named as an additional insured and ~~30~~ ~~thirty~~ days' prior notice of cancellation, nonrenewal or material policy modification to the City. The Fire Official or their designee may require additional coverage or higher limits as circumstances warrant.

(Ord. 5876 Sec. 5, 2020; Ord.5868 Sec. 5(part), 2020)

Section 6. Section 15.35.070 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

15.35.070: Storage of explosives prohibited.

- (1) No overnight storage of explosive materials is permitted within the city limits. Blast holes loaded with explosives are to be shot on the day they are loaded.
- ~~(2)~~ If misfires or other unexpected blast delays occur such that a shot cannot be detonated within the time window established for detonation, then the licensed BIC, working for the Permittee, shall guard the shot overnight and detonate it the following day. At no time is it permitted to load a blast if that blast cannot be detonated on the same day.
- ~~(2)~~(3) The required daily method of handling explosives in the city is as follows:
 - (a) Delivery;

- (b) Standby during loading; and
- (c) Return of all unused explosive materials used in blasting.

(Ord. 5876 Sec. 6, 2020; Ord.5868 Sec. 5(part), 2020)

Section 7. Section 15.35.090 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

15.35.090: Use of explosives.

The use of explosives within the city must comply with federal and state regulations concerning the use of explosives, including, but not limited to, Chapter 70.74 RCW and the current edition of WAC 296-52-437 and ~~296-52-493~~.

- (1) **General** Blasting Plan. A blasting plan for each discrete project requiring the use of explosives shall be submitted to and approved by the city prior to the issuance of a blasting permit. The plan shall be accompanied by additional documentation (e.g., maps, site plans and excavation drawings) in order to detail the proposed blasting operation. The plan shall include:
 - (a) The location where the blasting is to occur; This shall include, at a minimum, a plan showing the proposed blast area, construction site and surrounding structures. Provide a second drawing showing the layout of the blast area accompanied by a minimum of one long section and two cross sections showing the limits of the blasting work to be completed. The City may require resubmittal of plans if the limits of the work and the blast area are not clearly defined;
 - (b) The approximate total volume of material to be blasted;
 - (c) The incremental volumes, per blast, of material to be blasted. Provide a plan and two orthogonal cross sections through the first two planned blasts showing proposed blast hole layouts and depths, proposed hole loads and stemming, estimated powder factor, delay sequencing, planned maximum number of pounds of explosive that will detonate in any 8ms period, and predicted Peak Particle Velocities at the closest adjacent structures (in minimum of 4 different orthogonal directions);
 - (d) The types and packaging of explosive materials to be used along with Manufacturer's product information sheets and Material Safety Data Sheets (MSDS) for all explosives, blasting agents, primers and initiator products, blasting devices, lightning detectors, blasting mats, and all other blasting equipment proposed for use;
 - (e) The drill hole diameters, depths, patterns, sub-drilling depths and drill hole orientations to be used;
 - (f) The initiation system, the incremental delay times and the location of the primers in the explosive column;
 - (g) The stemming depths and stemming material for the various estimated depths of drill holes to be blasted;

- (h) The approximate powder factors anticipated;
- (i) The fly-rock control procedures and equipment, if any, to be used;
- (j) The maximum number of blasts to be made in any one day;
- (k) The blast warning sound system and equipment to be used; and
- (l) The scheduled start date and finish date of blasting operations.

(2) Blasting Safety Plan

- (a) A complete description of the warning, clearing and guarding procedures that will be employed to ensure personnel, staff, visitors, and all other persons are at safe locations during blasting. This information will include details regarding visible warning signs or flags, audible warning signals, method of determining blast areas (all areas affected by any potentially harmful blast effects), access blocking methods, guard placement and guard release procedures, primary initiation method, and the system by which the blaster-in-charge will communicate with site security guards;
- (b) Detailed description of how explosives will be safely stored transported and used at the site. Plans will explain how day storage magazines and explosive transport vehicles will satisfy all applicable BATF, OSHA, DOT, Federal, and State regulations. This plan will also indicate how explosives will be inventoried secured and guarded to prevent theft or unauthorized use of explosives.
- (c) Equipment that will be used to monitor the approach of lightning storms and in the event of such, evacuation and site security plans.
- (d) Detailed contingency plans for handling of misfires caused by cutoffs or other causes.
- (e) Fire prevention plan details, including, smoking policies, procedures and limitations for work involving any open flames or sparks, description and location of all firefighting equipment, and firefighting and evacuation plans. The fire prevention plan will be subject to approval by the Fire Code Official.
- (f) Description of the personal protective equipment that will be used by the Contractor's personnel, including but not limited to safety glasses, hard-toe footwear, hard hats, and gloves and any special provisions required ~~for~~ complying with Covid 19 requirements by the Fire Code Official related to PPE.

~~(2)~~(3) Traffic Control Plan. A traffic control plan, acceptable to the city detailing signing, flagging, temporary road closures and detour routes for blasting operations must be provided prior to the issuance of a blasting permit. If any road closures are proposed, the traffic control plan must account for school bus schedules and shall not delay school buses on regularly scheduled routes.

- ~~(3)~~(4) Pre-Blast Notification Plan. A plan outlining a program of pre-blast public notifications, structural inspections and blast effect monitoring within a specified distance of the blasting is required prior to the issuance of a blasting permit.
- (a) The distances from the blasting within which the (a) notification, (b) pre-blast structural inspection, and (c) blast monitoring are required and shall be determined by the scaled distance formulas set forth below. No blasting will be permitted until the notification and inspection requirements are completed. The Fire Code Official can increase the minimum distances.
 - (i) Distance from the blast within which notification of all occupied structures is required: $D_a = 90\sqrt{w}$.
 - (ii) Distance from the blast within which inspection of all occupied structures is required: $D_b = 75\sqrt{w}$.
 - (iii) Distance from the blast within which monitoring of selected structures is required: $D_c = 60\sqrt{w}$.
 - (b) In the scaled distance formulas (noted above), D_a , D_b , and D_c are the actual distances in feet from the closest point in the blast. " \sqrt{w} " is the square root of the maximum weight of the explosives in pounds detonated with a minimum eight millisecond separation from another detonation event in a sequentially delayed blast.
 - (c) Notification Letter. The pre-blast notification shall consist of a letter advising all residents within a specified distance of the blasts of the character and intent of the blasting program, its anticipated impact on local residents, the proposed duration of blasting activities and providing telephone numbers for public contact. Distribution of this notification shall be made a minimum of seven days prior to the start of blasting. Copies of the Notification Letter(s) shall be provided to the Fire Code Official.
 - (d) Pre-Blast Inspection. A pre-blast inspection of residents' property shall be offered to all residents within the specified distance of the blasting at the permit holder's expense and done by a qualified third party who is not an employee of the contractor. A copy of the individual inspection reports and a log of all photos taken are to be sent to the Fire Code Official or their designees. Where inspections are disallowed by the resident or not possible for other reasons, a certified letter shall be sent to the occupant/owner at the unsurveyed address advising them of their right to a pre-blast inspection and the possible consequences of denying an inspection.
 - (e) The pre-blast inspection program for residences within the specified distance shall be completed no later than two days prior to the start of blasting with notification to the Fire Code Official or their designees.
- ~~(4)~~(5) Blast Plan Compliance Inspections. During the first scheduled blast operation a representative(s) of the Fire Official's Office shall be present and witness the blast operation. The Fire Code Official, or their designee, shall conduct additional site

visits to observe subsequent blasting operations at the discretion of the Fire Code Official.

- ~~(5)~~(6) Post-Blast Inspection. Building owners may request an inspection of their property if, following a blast, they feel damage has occurred to their property because of the blasting. This request may be made regardless of scaled distance formula criteria given in subsection ~~(C4a)~~ of this section. This inspection is to be made by an operator's representative within 15 days of the request. If no agreement is arrived at between the operator and property owner, the city, upon request by the operator or the property owner, shall arrange to have a qualified third party do an inspection and submit a timely report to all parties concerned. The cost of the inspection will be borne equally between the affected party and the blasting contractor. The report will be provided to both parties and the city.
- ~~(6)~~(7) Monitoring. All blasts are to be monitored using blast-monitored equipment designed for that purpose and carrying a certificate of calibration dated within the current calendar year. The blast monitors shall record Peak Particle Velocity (PPV) and frequency in three orthogonal directions and air over pressure in dBL. For shots in which the pounds detonated per eight millisecond time increment are less than ~~ten~~10 pounds and the closest structures are more than 200-ft away, one blast monitor is required. When ~~ten~~10 or more pounds are detonated per eight millisecond time interval, two blast monitors are required. All blasting-monitoring records are to be signed and submitted to the city within 24 hours of each blast.
- ~~(7)~~(8) Maximum Peak Particle Velocity. The maximum peak particle velocity in any seismic trace at the dominant frequency to be allowed on any residential, business or public structure shall conform to WAC 296-52-67065, ~~Table 8A and 8B~~Figure 8a or 8b shall be modified as follows:
- (a) If the estimated/predicted vibration levels at any adjacent structure, for any of the blasts, are greater than 50% of the maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b then the Permittee shall retain a Professional Engineer (PE) licensed in the State of Washington to examine the planned blasting program, adjacent structures and any condition surveys performed and to prepare and stamp a report demonstrating and affirming that the adjacent structures will not be damaged by the proposed or revised blasting program. The City shall review the Professional Report and may increase the allowable limits beyond the 50% maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b at their sole discretion. They may also determine that the 50% maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b be retained to afford mitigation to the potentially affected parties.
- ~~(a)~~(b) The methods to be used for blast vibration monitoring shall be provided in the Blast Plan along with the methods used to predict vibration levels and the magnitudes of predicted vibration levels for planned blasts.

~~Frequency versus particle velocity graphics. In lieu of Table 8 A, a blasting operation has the option to use the graphs shown in Figure 8a or 8b to limit peak particle velocity based upon the frequency of the blast vibration. If either of the graphs in~~

~~Figure 8a or 8b is used to limit vibration levels, the methods used for monitoring vibration and calculating frequency must be included in the blast plan. (8)(9)~~

Air Blast. The maximum air blast over pressure permitted at the closest residential, business or public structure designed for human occupancy is not to exceed 133 dBL @ 2.0 Hz hi pass system per the USMB RI 8485.

~~(9)(10)~~ Utilities. Whenever blasting is being conducted in close proximity to or under existing utilities, the utility owner shall be notified a minimum of 24 hours in advance of blasting, by the applicant. The Fire Code Official shall be notified that this was accomplished prior to blasting.

~~(10)(11)~~ Blast (Shot) Report. A signed Blast (Shot) Report on a form approved by the Fire Code Official, Community Development Director, or their designee, shall be filed with the city within 24 hours of making the blast. The report shall include the following blast information:

- (a) Date, time and location of shot;
- (b) Number of drill holes;
- (c) Maximum, minimum and average drill hole depth;
- (d) Drill hole diameter;
- (e) Sub-drill depth;
- (f) Total pounds of each type of explosive used;
- (g) A drill hole section schematic showing the loading of a typical hole;
- (h) Amount and type of stemming material;
- (i) Schematic showing drill hole pattern;
- (j) Initiation delay sequence;
- (k) Maximum pounds of explosives detonated in any eight millisecond time interval;
- (l) Type and size of any fly-rock protection devices used if any;
- (m) Seismic reports;
- (n) Comments regarding the outcomes of the blast.

~~(11)(12)~~ The city shall be notified: (1) immediately of any blasting accident, and (2) within 24 hours by the permittee of any incident, damage claim or neighbor annoyance report brought to the permittee's attention.

(Ord. 5876 Sec. 7, 2020; Ord.5868 Sec. 5(part), 2020)

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 _____ day of August, 2020, and signed in authentication of its passage this _____ day of August, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5876 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this _____ day of August, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5876

AN ORDINANCE RELATING TO BLASTING REGULATIONS AND AMENDING
SECTIONS 15.35.010, 15.35.020, 15.35.030, 15.35.040, 15.35.050, 15.35.070, AND
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- (e) Scaled Distance: The distance from a blast measured in feet, divided by the square root of the charge per delay period measured in pounds. Scaled distance values are used in calculations to predict and evaluate ground vibrations. For air blast calculations, cube root scaling is used and distance is divided by the cube root of the maximum charge per delay.
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- (3) Explosive materials shall not be transported, sold, given, delivered or transferred to anyone in the city not in possession of a valid blasting permit.
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- (5) A permit issued under this chapter to any person, company or corporation is nontransferable to any other person, company or corporation and shall be issued for a period not to exceed one year (12 months from the date of issuance). Permits are only valid for the physical area noted in the application.

- (6) All federal, state and city laws and regulations applicable to obtaining, owning, transporting, storing, handling and using explosive materials shall be followed and be a condition of all blasting permits issued by the city.
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(Ord. 5876 Sec. 2, 2020; Ord.5868 Sec. 5(part), 2020)

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- (2) Copies of current and valid Blaster’s License(s) issued by the Washington State Department of Labor and Industries to one or more individuals that will perform the duties of the Blaster in Charge (BIC) for the project.
- (3) Copies of current and valid Employee Possessor License(s) issued by the Federal Department of Alcohol, Tobacco and Firearms (ATF) for those individuals who will be responsible for receiving and possessing explosives for the project.
- (4) An explosives transportation plan as hereinafter provided.
- (5) A General Blasting Plan as hereinafter provided.
- (6) A Blasting Safety Plan as hereinafter provided.
- (7) A traffic control plan as hereinafter provided.
- (8) A pre-blast notification plan as hereinafter provided.
- (9) Pre-blast Property Condition Inspection Reports shall be provided to the Fire Code Official as a Condition of the Permit as hereinafter provided.

(10) A city of Kennewick business license.
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Official or their designee. The fee shall be posted and updated according to existing processes as noted in KAC 8-40-010 Fire Permit Fee Schedule.

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Section 5. Section 15.35.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

15.35.050: Insurance policy.

- (1) Before approval to do blasting is issued, the applicant shall deliver a contractor's bond running to the City, in the minimum amount of \$25,000 conditioned upon the indemnification and payment by the permittee of all claims for injury and damages to persons or property, public or private, resulting from any blasting activity of the permittee.
- (2) Before approval to do blasting is issued, the applicant shall furnish evidence of insurance covering bodily injury and property damage liability exposures including the "X, C, U" perils (explosion, collapse and underground) on the comprehensive or commercial general liability occurrence form. Limits of liability are to be no less than one million dollars single limit per occurrence and two million dollars aggregate. If written on the commercial liability form, the aggregate limits shall be no less than two million dollars Coverage will include the City being named as an additional insured and thirty days' prior notice of cancellation, nonrenewal or material policy modification to the City. The Fire Official or their designee may require additional coverage or higher limits as circumstances warrant.

(Ord. 5876 Sec. 5, 2020; Ord.5868 Sec. 5(part), 2020)

Section 6. Section 15.35.070 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

15.35.070: Storage of explosives prohibited.

- (1) No overnight storage of explosive materials is permitted within the city limits. Blast holes loaded with explosives are to be shot on the day they are loaded.
- (2) If misfires or other unexpected blast delays occur such that a shot cannot be detonated within the time window established for detonation, then the licensed BIC, working for the Permittee, shall guard the shot overnight and detonate it the following day. At no time is it permitted to load a blast if that blast cannot be detonated on the same day.
- (3) The required daily method of handling explosives in the city is as follows:
 - (a) Delivery;
 - (b) Standby during loading; and
 - (c) Return of all unused explosive materials used in blasting.

(Ord. 5876 Sec. 6, 2020; Ord.5868 Sec. 5(part), 2020)

Section 7. Section 15.35.090 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

15.35.090: Use of explosives.

The use of explosives within the city must comply with federal and state regulations concerning the use of explosives, including, but not limited to, Chapter 70.74 RCW and the current edition of WAC 296-52

- (1) General Blasting Plan. A blasting plan for each discrete project requiring the use of explosives shall be submitted to and approved by the city prior to the issuance of a blasting permit. The plan shall be accompanied by additional documentation (e.g., maps, site plans and excavation drawings) in order to detail the proposed blasting operation. The plan shall include:
 - (a) The location where the blasting is to occur. This shall include, at a minimum, a plan showing the proposed blast area, construction site and surrounding structures. Provide a second drawing showing the layout of the blast area accompanied by a minimum of one long section and two cross sections showing the limits of the blasting work to be completed. The City may require resubmittal of plans if the limits of the work and the blast area are not clearly defined;
 - (b) The approximate total volume of material to be blasted;
 - (c) The incremental volumes, per blast, of material to be blasted. Provide a plan and two orthogonal cross sections through the first two planned blasts showing proposed blast hole layouts and depths, proposed hole loads and stemming, estimated powder factor, delay sequencing, planned maximum number of pounds of explosive that will detonate in any 8ms period, and predicted Peak Particle Velocities at the closest adjacent structures (in minimum of 4 different orthogonal directions);
 - (d) The types and packaging of explosive materials to be used along with Manufacturer's product information sheets and Material Safety Data Sheets (MSDS) for all explosives, blasting agents, primers and initiator products, blasting devices, lightning detectors, blasting mats, and all other blasting equipment proposed for use;
 - (e) The drill hole diameters, depths, patterns, sub-drilling depths and drill hole orientations to be used;
 - (f) The initiation system, the incremental delay times and the location of the primers in the explosive column;
 - (g) The stemming depths and stemming material for the various estimated depths of drill holes to be blasted;
 - (h) The approximate powder factors anticipated;
 - (i) The fly-rock control procedures and equipment, if any, to be used;
 - (j) The maximum number of blasts to be made in any one day;

- (k) The blast warning sound system and equipment to be used; and
 - (l) The scheduled start date and finish date of blasting operations.
- (2) Blasting Safety Plan
- (a) A complete description of the warning, clearing and guarding procedures that will be employed to ensure personnel, staff, visitors, and all other persons are at safe locations during blasting. This information will include details regarding visible warning signs or flags, audible warning signals, method of determining blast areas (all areas affected by any potentially harmful blast effects), access blocking methods, guard placement and guard release procedures, primary initiation method, and the system by which the blaster-in-charge will communicate with site security guards;
 - (b) Detailed description of how explosives will be safely stored transported and used at the site. Plans will explain how day storage magazines and explosive transport vehicles will satisfy all applicable BATF, OSHA, DOT, Federal, and State regulations. This plan will also indicate how explosives will be inventoried secured and guarded to prevent theft or unauthorized use of explosives.
 - (c) Equipment that will be used to monitor the approach of lightning storms and in the event of such, evacuation and site security plans.
 - (d) Detailed contingency plans for handling of misfires caused by cutoffs or other causes.
 - (e) Fire prevention plan details, including, smoking policies, procedures and limitations for work involving any open flames or sparks, description and location of all firefighting equipment, and firefighting and evacuation plans. The fire prevention plan will be subject to approval by the Fire Code Official.
 - (f) Description of the personal protective equipment that will be used by the Contractor's personnel, including but not limited to safety glasses, hard-toe footwear, hard hats, and gloves and any special provisions required by the Fire Code Official related to PPE.
- (3) Traffic Control Plan. A traffic control plan, acceptable to the city detailing signing, flagging, temporary road closures and detour routes for blasting operations must be provided prior to the issuance of a blasting permit. If any road closures are proposed, the traffic control plan must account for school bus schedules and shall not delay school buses on regularly scheduled routes.
- (4) Pre-Blast Notification Plan. A plan outlining a program of pre-blast public notifications, structural inspections and blast effect monitoring within a specified distance of the blasting is required prior to the issuance of a blasting permit.
- (a) The distances from the blasting within which the (a) notification, (b) pre-blast structural inspection, and (c) blast monitoring are required and shall be determined by the scaled distance formulas set forth below. No blasting

will be permitted until the notification and inspection requirements are completed. The Fire Code Official can increase the minimum distances.

- (i) Distance from the blast within which notification of all occupied structures is required: $D_a = 90\sqrt{w}$.
 - (ii) Distance from the blast within which inspection of all occupied structures is required: $D_b = 75\sqrt{w}$.
 - (iii) Distance from the blast within which monitoring of selected structures is required: $D_c = 60\sqrt{w}$.
- (b) In the scaled distance formulas (noted above), D_a , D_b , and D_c are the actual distances in feet from the closest point in the blast. " \sqrt{w} " is the square root of the maximum weight of the explosives in pounds detonated with a minimum eight millisecond separation from another detonation event in a sequentially delayed blast.
 - (c) Notification Letter. The pre-blast notification shall consist of a letter advising all residents within a specified distance of the blasts of the character and intent of the blasting program, its anticipated impact on local residents, the proposed duration of blasting activities and providing telephone numbers for public contact. Distribution of this notification shall be made a minimum of seven days prior to the start of blasting. Copies of the Notification Letter(s) shall be provided to the Fire Code Official.
 - (d) Pre-Blast Inspection. A pre-blast inspection of residents' property shall be offered to all residents within the specified distance of the blasting at the permit holder's expense and done by a qualified third party who is not an employee of the contractor. A copy of the individual inspection reports and a log of all photos taken are to be sent to the Fire Code Official or their designees. Where inspections are disallowed by the resident or not possible for other reasons, a certified letter shall be sent to the occupant/owner at the unsurveyed address advising them of their right to a pre-blast inspection and the possible consequences of denying an inspection.
 - (e) The pre-blast inspection program for residences within the specified distance shall be completed no later than two days prior to the start of blasting with notification to the Fire Code Official or their designees.
- (5) Blast Plan Compliance Inspections. During the first scheduled blast operation a representative(s) of the Fire Official's Office shall be present and witness the blast operation. The Fire Code Official, or their designee, shall conduct additional site visits to observe subsequent blasting operations at the discretion of the Fire Code Official.
 - (6) Post-Blast Inspection. Building owners may request an inspection of their property if, following a blast, they feel damage has occurred to their property because of the blasting. This request may be made regardless of scaled distance formula criteria given in subsection 4a) of this section. This inspection is to be made by an operator's representative within 15 days of the request. If no

agreement is arrived at between the operator and property owner, the city, upon request by the operator or the property owner, shall arrange to have a qualified third party do an inspection and submit a timely report to all parties concerned. The cost of the inspection will be borne equally between the affected party and the blasting contractor. The report will be provided to both parties and the city.

- (7) **Monitoring.** All blasts are to be monitored using blast-monitored equipment designed for that purpose and carrying a certificate of calibration dated within the current calendar year. The blast monitors shall record Peak Particle Velocity (PPV) and frequency in three orthogonal directions and air over pressure in dBL. For shots in which the pounds detonated per eight millisecond time increment are less than 10 pounds and the closest structures are more than 200-ft away, one blast monitor is required. When 10 or more pounds are detonated per eight millisecond time interval, two blast monitors are required. All blasting-monitoring records are to be signed and submitted to the city within 24 hours of each blast.
- (8) **Maximum Peak Particle Velocity.** The maximum peak particle velocity in any seismic trace at the dominant frequency to be allowed on any residential, business or public structure shall conform to WAC 296-52-67065, Figure 8a or 8b shall be modified as follows:
 - (a) If the estimated/predicted vibration levels at any adjacent structure, for any of the blasts, are greater than 50% of the maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b then the Permittee shall retain a Professional Engineer (PE) licensed in the State of Washington to examine the planned blasting program, adjacent structures and any condition surveys performed and to prepare and stamp a report demonstrating and affirming that the adjacent structures will not be damaged by the proposed or revised blasting program. The City shall review the Professional Report and may increase the allowable limits beyond the 50% maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b at their sole discretion. They may also determine that the 50% maximum allowable limits in WAC 296-52-67065, Figure 8a or 8b be retained to afford mitigation to the potentially affected parties.
 - (b) The methods to be used for blast vibration monitoring shall be provided in the Blast Plan along with the methods used to predict vibration levels and the magnitudes of predicted vibration levels for planned blasts.
- (9) **Air Blast.** The maximum air blast over pressure permitted at the closest residential, business or public structure designed for human occupancy is not to exceed 133 dBL @ 2.0 Hz hi pass system per the USMB RI 8485.
- (10) **Utilities.** Whenever blasting is being conducted in close proximity to or under existing utilities, the utility owner shall be notified a minimum of 24 hours in advance of blasting, by the applicant. The Fire Code Official shall be notified that this was accomplished prior to blasting.
- (11) **Blast (Shot) Report.** A signed Blast (Shot) Report on a form approved by the Fire Code Official, Community Development Director, or their designee, shall be filed

with the city within 24 hours of making the blast. The report shall include the following blast information:

- (a) Date, time and location of shot;
- (b) Number of drill holes;
- (c) Maximum, minimum and average drill hole depth;
- (d) Drill hole diameter;
- (e) Sub-drill depth;
- (f) Total pounds of each type of explosive used;
- (g) A drill hole section schematic showing the loading of a typical hole;
- (h) Amount and type of stemming material;
- (i) Schematic showing drill hole pattern;
- (j) Initiation delay sequence;
- (k) Maximum pounds of explosives detonated in any eight millisecond time interval;
- (l) Type and size of any fly-rock protection devices used if any;
- (m) Seismic reports;
- (n) Comments regarding the outcomes of the blast.

(12) The city shall be notified: (1) immediately of any blasting accident, and (2) within 24 hours by the permittee of any incident, damage claim or neighbor annoyance report brought to the permittee's attention.

(Ord. 5876 Sec. 7, 2020; Ord.5868 Sec. 5(part), 2020)

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 18th day of August, 2020, and signed in authentication of its passage this 18th day of August, 2020.

Attest:

TERRI L. WRIGHT, City Clerk

DON BRITAIN, Mayor

ORDINANCE NO. 5876 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of August, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	08/18/2020
Agenda Item Type	Ordinance		
Subject	Franchise Agreement Extension - Cable		
Ordinance/Reso #	5877	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 adoption of Ordinance 5877 - cable television franchise extension to Falcon Video Communications, L.P.

Motion for Consideration

I move to adopt Ordinance 5877.

Summary

Ordinance 5877 extends the current Cable Franchise Agreement with Charter through December 31, 2020. Since August 2019, City staff and outside counsel have been negotiating a new Cable Franchise Agreement with Charter. Due to a staffing change by Charter halfway through the year, the negotiations process has been lengthy. As Council may recall, the authority for code cities to enter into franchise agreements is located in RCW 35A.47.040. A franchise agreement governs the use of the public right of way by private and public utilities. In addition to managing its right of way, a city may charge a franchise fee on cable television; the fee is governed by federal law. While the parties have made significant progress towards a final franchise agreement, there are several key provisions related to permitting and City construction standards which still need to be resolved. As the current extension of the existing franchise is due to expire at the end of this month, the parties have agreed to recommend to Council an additional extension through the end of this year. It is anticipated that a final franchise agreement will be presented to Council before the extension expires.

Alternatives

None.

Fiscal Impact

None.

Through	Selena Swearingen Aug 07, 08:47:09 GMT-0700 2020
Dept Head Approval	Jessica Foltz Aug 13, 12:42:36 GMT-0700 2020
City Mgr Approval	Marie Mosley Aug 14, 08:00:28 GMT-0700 2020

Attachments:

Ordinance
Charter Franchise

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5877

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

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

WHEREAS, the City of Kennewick (the “City”) granted a cable franchise to TCI Cablevision of Southeast Washington (“TCI”) but 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, Charter is the “Grantee” as that term is defined in the Franchise; and

WHEREAS, the Franchise granted by Ordinance No. 3504 was due to expire on September 5, 2019, and

WHEREAS, Charter and the City desired to engage in negotiation in accordance with the provisions of 47 U.S.C. § 546; and

WHEREAS, on July 16, 2019 the City adopted Ordinance No. 5815 granting an extension of the existing Franchise through August 31, 2020; and

WHEREAS, Charter and the City find it mutually beneficial to extend the existing Franchise through the end of the year to complete the negotiations.

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

Section 1. Franchise Extension. The term of the cable television franchise granted under Ordinance No. 3504 (the “Franchise”), currently held by Charter Communications (“Charter”) which was extended through August 31, 2020 under Ordinance No. 5815, is hereby extended through December 31, 2020 or until such time as the City of Kennewick (the “City”) has adopted a further franchise ordinance that supersedes this Ordinance, whichever occurs sooner.

Section 2. Compliance with Franchise Terms. As a condition of the extension granted by this Ordinance, Charter shall provide its written and acknowledged unconditional acceptance and promise to continue to comply with all provisions, terms and conditions of the Franchise during this extension period. By the adoption of this Ordinance, the City agrees to continue to comply with all provisions, terms and conditions of the Franchise during the extension period. All provisions in the Franchise shall remain in effect throughout the duration of the Franchise

extension as identified in this Ordinance, except the provision for the duration of the Franchise which will be extended to December 31, 2020.

Section 3. Performance Bond and Insurance. The Performance Bond and insurance policies provided by Charter pursuant to the Franchise shall remain in effect during the extension period.

Section 4. Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by Charter. Acceptance shall be accomplished by the submission of a written instrument, executed and sworn to by a corporate officer of Charter, and filed with the City within sixty (60) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 5. Reservation of Rights. Both the City and Charter reserve and retain all of their rights under both the formal renewal process and informal renewal process under 47 U.S.C. § 546.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance, shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title. This extension is expressly conditioned upon the City’s receipt of Charter’s written acceptance as described in Section 4.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of August, 2020, and signed in authentication of its passage this 18th day of August, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5877 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of August, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

EXHIBIT A

CHARTER
FRANCHISE

ACKNOWLEDGEMENT OF EXTENSION OF FRANCHISE

This Acknowledgement of Extension of Franchise is made this 16th day of July, 2019, by and between FALCON VIDEO COMMUNICATIONS, LP., dba CHARTER COMMUNICATIONS, (“Charter”) and the CITY OF KENNEWICK, WASHINGTON, a Washington municipal corporation (the “City”).

Charter and the City acknowledge and agree as follows:

1. Term. The Franchise is hereby acknowledged and agreed to be extended until August 31, 2020, or until such time as the City has adopted a new franchise ordinance, whichever occurs sooner.
2. Ratification. All terms and conditions of the Franchise are hereby ratified and confirmed, except the provision for the duration of the Franchise which is hereby extended to August 31, 2020 . Charter hereby unconditionally accepts and promises to comply with all provisions, terms and conditions of the Franchise during the extension period, and shall maintain during this extended term the Performance Bond and insurance policies as described in the Franchise.

CITY OF KENNEWICK

CHARTER

By: _____
DON BRITAIN, Mayor

By: _____
Its: _____

Dated: _____

Dated: _____

First Reading August 2, 1994 Second Reading August 16, 1994

CITY OF KENNEWICK
ORDINANCE NO. 3504

AN ORDINANCE GRANTING A FRANCHISE TO OPERATE A CABLE
TELEVISION SYSTEM TO TCI CABLEVISION OF SOUTHEAST
WASHINGTON

WHEREAS, the City, having found that the financial, legal, and technical ability of the Grantee is sufficient to provide services, facilities, and equipment to meet the future cable television needs of the community, wants to issue this Franchise to Grantee so it may construct and operate a cable system in the City.

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

SECTION 1 - DEFINITION OF TERMS

The following definitions apply in this Ordinance. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular

number, and words in the singular number include the plural number:

- A. "Basic Cable" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means the Cable Communications Act of 1984, as amended, and The Cable Television Consumer Protection and Competition Act of 1992.
- C. "Cable Service" means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any, that is needed to select Video Programming or Other Programming Services.
- D. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment designed to provide Cable Service to subscribers.
- E. "FCC" means Federal Communications Commission, or its successor governmental entity.
- F. "Franchise" means the initial authorization, or renewal of it, issued by the City, whether that authorization is called a franchise, permit, license, resolution, contract, certificate, or otherwise, that allows construction and operation of the Cable System for offering Cable Service to Subscribers.
- G. "City" means the City of Kennewick or its lawful successor, transferee, or assignee.
- H. "Grantee" means TCI of Northern New Jersey Inc. d/b/a TCI Cablevision of Southeast Washington, or its lawful successor, transferee, or assignee.
- I. "Gross Revenues" mean any revenue received by the Grantee from the operation of the Cable System in the Service Area, but does not mean any fees or taxes on Cable Service that are imposed directly or indirectly on any Subscriber by any governmental unit or agency that are collected by the Grantee for the governmental units or agency.
- J. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- K. "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located in them now or from now on held by the City in the Service Area.
- L. "Service Area" means the present municipal boundaries of the City and any additions

by annexation or other legal means.

- M. "Subscriber" means a person or user of the Cable System who lawfully receives Cable Services or other services from it with the Grantee's permission.
- N. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2 - GRANT OF FRANCHISE

2.1 Grant. The City grants to the Grantee a nonexclusive Franchise to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions of them and additions to them, poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliance, attachments, and other related property or equipment needed to operate the Cable System.

2.2 Term. This Franchise is for an initial term of 25 years starting on its effective date, unless otherwise lawfully terminated.

SECTION 3 - STANDARDS OF SERVICE

3.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee must be located to cause minimum interference with the proper use of Public Ways and with the rights and convenience of property owners and occupants adjoining them.

3.2 Excavations in Public Ways. The Grantee may make needful and necessary excavations in any Public Way. All work must be done according to city ordinances, regulations and standard specifications for similar work. The Grantee must obtain all necessary permits and assume responsibility for safety and traffic controls. The Grantee must provide compaction tests acceptable to the City Engineer or use compaction methods approved by him. No cuts are allowed in new or overlaid streets for five years without the approval of the City Engineer.

Whenever the Grantee disturbs any Public Way, it must restore it without delay. The City may fix a reasonable time within which repairs and restoration must be completed. The City may make these repairs at the expense of Grantee if it does not.

Should any work become defective, dangerous, or otherwise in disrepair or should any trench or excavation in a public way settle, the Grantee must repair it promptly.

3.3 Relocation at Request of City. Within five business day's notice, the Grantee must, at its expense, relocate or remove any of its property when lawfully required by the City because of traffic conditions, public safety, street abandonment, freeway and street construction, change in or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the City; but, the Grantee has the right of abandonment of its

property. If public funds are available for defraying the cost of removal or relocation, the City will apply for such funds for the Grantee.

3.4 Relocation at Request of Third Party. The Grantee must, on two week's written notice by any person holding a building moving permit issued by the City, temporarily raise or lower its wires to allow the moving of the building, but the expense must be paid in advance by the permittee.

3.5 Trimming of Trees and Shrubbery. The Grantee may trim trees or other natural growth overhanging its Cable System to prevent branches from contacting its wires, cables, or other equipment. The Grantee must pay the City for any damage caused by this trimming, or it may replace all trees or shrubs it has damaged. Replacement satisfies all obligations the Grantee may have to the City under this Section.

3.6 Safety. Construction, installation, and maintenance of the Cable System must be performed in an orderly and workmanlike manner and in accord with FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System may not unreasonably endanger or interfere with the safety of persons or property.

3.7 Undergrounding. In those parts of the Service Area where the transmission or distribution facilities of both telephone and electric service are underground or are placed underground, the Grantee must also construct, operate and maintain its transmission and distribution facilities underground. Amplifiers and connectors may be in appropriate housing upon or above the ground. Upon sufficient notice, work must be done when other facilities are placed underground. All work must be done according to City regulations and so as to not injure streets and neighborhoods.

3.8 Required Extensions of Service. The Cable System now meets the provisions of this Ordinance. Whenever the Grantee receives a request for service from at least 15 houses within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it must extend its Cable System to those Subscribers at no cost to them other than the usual connection fees if the extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System.

3.9 Subscriber Charges for Extensions of Service.

A. Existing Developments. No Subscriber may be refused service arbitrarily. Service will be provided where there is a density of less than 15 houses per 1320 cable-bearing strand feet of trunk or distribution cable if the subscribers pay a capital contribution in aid of construction, including cost of material, labor, and easements. The Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of houses per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 15 houses. The Subscribers will bear the remainder of the construction and other costs. The Grantee may require prepayment of the capital contribution. An additional charge may be assessed to underground a cable from an overhead line or for a drop more than 150 feet from a distribution cable.

B. New Developments. In new developments the developer must dig all necessary trenches and backfill them including necessary imported backfill. The Grantee must provide the engineering and

labor to put the cable conduit in the trench, must pull in the cable, and must provide the plant electronics. Installation from utility easements to individual homes or other structures is at the cost of the owner or developer unless otherwise provided.

3.10 Service to Public Buildings. The Grantee must provide without charge one outlet of Basic Service to those City offices, fire stations, police stations, public schools and public school administration buildings within 250 feet of its Cable System. The outlets of Basic Service may not be used to distribute or sell Cable Services in or throughout those buildings, nor may the outlets be located in areas open to the public. By using these outlets the Agency agrees to hold the Grantee harmless from all liability or claims arising out of their use, including but not limited to, copyright liability. The Grantee need not provide an outlet to any buildings where the drop line from the feeder cable to the buildings or premises exceeds 250 feet unless the Agency agrees to pay the incremental cost of the drop line over 250 cable feet.

3.11 Emergency Use. During an emergency or disaster, the Grantee must make its facilities available for the City to provide emergency information and instructions.

3.12 Cable Channels for Education or Governmental Use. Consistent with Section 4.3, the Grantees must provide, at least one video programming channel for educational and City use. If use exceeds channel capacity, the City Manager may require that additional video programming channels be provided not to exceed three. The Grantee may use excess channel capacity for other services.

The Grantee must provide and maintain without charge cable feeds for all bona fide permanent production facilities of the City or any public educational institution that is within 250 feet of the Grantee's cables. The Grantee must be given at least six months' notice for any installation.

The Grantees shall make available complete, state of the art television studio production services and mobile television production services for use by the City of Kennewick and educational institutions consistent with reasonable production scheduling. The quality of these services shall be high industrial or low commercial grade, consistent with current practices in the cable service and television industries.

3.13 Capital Grant. To provide educational and governmental programs, the Grantee will provide a capital grant to the City to purchase access equipment and facilities for \$500,000.00. The City must decide to use this grant during the first ten years of the franchise and the Grantee may make payment of the funds over a period of five years. The facilities constructed and equipment purchased must be used to produce programs for distribution through the Grantee's facilities, for the City or other governmental agencies for cablecast to the public exclusively. The facilities and equipment shall not be used to produce programs or other material for other cable operators without the express permission of the Grantee.

SECTION 4 - REGULATION BY CITY

4.1 Franchise Fee.

A. Fee Assessed. The Grantees shall pay a Franchise fee of five percent (5%) of gross revenues. The 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.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovering a franchise fee is three years from the date on which payment by the Grantee was due. Unless within three years from the payment due date the City initiates an action to recover the franchise fees, recovery is barred and the City shall be estopped from asserting any claims at all against the Grantee relating to the alleged deficiency unless the deficiency was the product of fraud or intentionally false information.

4.2 **Rates and Charges.** The City may regulate rates for the provision of Basic Cable and other services and equipment as permitted by applicable law.

4.3 **Future System Improvement.**

A. **Threshold.** If the City finds that the Grantee's system in another Washington community or another system of similar subscriber base in Washington provides an improved or higher level of residential service or operation, then Grantee may be required by the City improve its system to provide equivalent service within thirty-six (36) months of notification. No more than one such request may be made every 15 years and no such request will be made for the first three years of this franchise.

B. **Franchise Extension - Grantee Investment.** Any time during this Franchise the Grantee may give the City plans for system improvements to maintain a high level of technical excellence. The plans must include the financial scope of the project, its duration and a specific request for a Franchise extension to realize a reasonable rate of return on the project. The City may approve an extension, but a voluntary system improvement does not obligate the City to extend the Franchise.

C. **Franchise Extension - City Requirements.** If the City makes the Grantee improve its system, the Franchise will be extended under the same terms and conditions for ten years or less, as determined by the City, after the improvement is complete. The extension will be long enough to realize a reasonable rate of return including a return on the investment in the project.

4.4 **Renewal of Franchise.** Any proceedings for the renewal of this Franchise will be governed by 47 U.S.C. §546, or subsequent provision of federal or state law.

The City will notify the Grantee of its assessments of future cable-related community needs and interests, and the Franchise performance of the Grantee. This preliminary assessment will be provided to the Grantee promptly so it will have enough time to submit a proposal under 42 U.S.C. §546(b) and complete renewal of the Franchise before its expiration.

While affording the public appropriate notice and opportunity to comment, the City and the Grantee may undertake and complete informal negotiations regarding renewal of the Franchise, and the City may grant a renewal. The Grantee and the City consider the terms set forth in this section to be consistent with the express provisions of 42 U.S.C. §546.

4.5 **Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated and the City either lawfully acquires ownership of the Cable System or effects a transfer of ownership of the Cable System to another party, the cost of the

acquisition or transfer shall be decided under 42 U.S.C. §547.

If the Franchise is revoked, the Grantee may transfer of its Cable System to a qualified third party. The Grantee may continue to operate pursuant to the terms of this Franchise for no more than six months from the effective date of revocation. If the Grantee is unsuccessful in obtaining a qualified transferee or assignee of its Cable System that is acceptable to the City, the Grantee and the City may avail themselves of any rights they may have under federal or state law. The Grantee's continued operation of its Cable System during the six month period is not a waiver nor an extinguishment of any rights of either the City or the Grantee.

4.6 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise may not be sold, transferred, assigned, or encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the City. Consent will not be unreasonably withheld. No consent is required 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 in order to secure indebtedness. Within 30 days of receiving the request for transfer, the City must, following FCC rules and regulations, notify the Grantee in writing of the information it needs to learn the legal, financial and technical qualifications of the transferee. If the City does not take action on the request within 120 days after receiving that information, consent by the City shall be deemed given.

SECTION 5 - COMPLIANCE AND MONITORING

5.1 Testing for Compliance. The City may perform technical tests of the Cable System during reasonable times and in ways that do not interfere with the normal business operations of the Grantee or the Cable System to decide if the Grantee meets the terms of this Franchise and applicable state or federal laws. Except in emergency circumstances, tests may be undertaken only after giving the Grantee two business day's notice, and allowing a representative of the Grantee to be present during the tests. If a test shows that the Grantee has failed to comply, the cost of the test will be paid by the Grantee. If a test shows that the Grantee has complied, the cost of the tests will be paid by the City.

5.2 Books, Records. The City may review the Grantee's books, records, plant, installations, and other like material, during normal business hours as necessary to monitor compliance with this Franchise or applicable law. These records include, but are not limited to, any public records that must be kept by the Grantee pursuant to the rules and regulations of the FCC. The Grantee need not reveal information that is proprietary or confidential. The City agrees to treat any information revealed by the Grantee as confidential and only to show it to its employees, representatives, and agents that have a need to know, or to enforce these provisions. The Grantee need not give subscriber information in violation of 42 U.S.C. §551. All inspections are at the City's expense.

SECTION 6 - INSURANCE, INDEMNIFICATION, AND BONDS OR OTHER SURETY

6.1 Insurance. The Grantee must maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance for \$5,000,000 combined single limit for bodily injury, and property damage. The Grantee must provide a Certificate of Insurance designating the City as an additional insured. The insurance may not be

canceled except upon 30 day's written notice to the City.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, if the City gives the Grantee written notice of its obligation to indemnify the City. If the City decides that it must employ separate counsel, it will pay his costs.

6.3 Bonds and Other Surety. The Grantee need not obtain or maintain a bond or other surety as a condition of this Franchise. If a bond or other surety is needed, the City will give the Grantee at least 60 days prior written notice stating the exact reason for the surety. Such reason must show a change in the Grantee's legal, financial, or technical qualifications that impair its ability to comply with this Franchise or other applicable law.

SECTION 7 - ENFORCEMENT AND TERMINATION OF FRANCHISE

7.1 Notice of Violation. If the City believes that the Grantee has not complied with this Franchise, it must notify the Grantee in writing of the exact nature of that default.

7.2 Grantee's Right to Cure or Respond. The Grantee will have 30 days from receipt of the notice to respond to the City contesting the default or to cure the default, or if by its nature the default cannot be cured within 30 days, take steps to remedy the default and notify the City of the steps being taken and when they will be completed.

7.3 Enforcement. If the City Council, after notice and hearing, decides that the Grantee is in default of any provision of the Franchise, the City may:

- A. Seek specific performance,
- B. Seek monetary damages or equitable relief,
- C. In the case of a substantial default of a material provision of the Franchise, revoke this Franchise.

The Grantee will not be relieved of any of its obligations to comply promptly with any provision of this Franchise just because the City failed to enforce prompt compliance.

7.4 Impossibility of Performance. The Grantee may not be held in default for strikes, acts of God, power outages, federal preemption, or other events beyond its control.

7.5 Administration. Administration of this ordinance on behalf of the City shall be by the City Manager or the City's Chief Executive Officer. He shall have the power to resolve disputes, allocate access to public programming and issue such rules and regulations as he may deem necessary to carry the terms of this Franchise into effect. Decisions of the City Manager made in accord with this section are final, subject to administrative review provided by general ordinance.

SECTION 8 - MISCELLANEOUS PROVISIONS

8.1 Actions of Parties. In any action by the City or its representative, it must act in a reasonable, expeditious, and timely manner. In any case where approval or consent is needed, it will not be unreasonably withheld.

8.2 Equal Protection. If the City grants a franchise, permit, license, authorization, or other agreement of any kind with any other person other than the Grantee to enter into the City's Public Ways to construct or operate a cable system or provide cable service, its material provisions must be comparable to these so that one operator is not granted an unfair competitive advantage over the other and to give all parties equal protection under the law.

8.3 Notice. Unless expressly agreed otherwise every notice or response must be served upon the City or the Grantee in writing, and shall be deemed to have been duly give to the required party five business days after having been posted in a properly sealed and correctly addressed envelope, postage prepaid, when hand delivered or by certified or registered mail.

The notices or responses to the City shall be addressed as follows:

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

The notices or responses to the Grantee shall be addressed as follows:

TCI of Northern New Jersey, Inc. d/b/a
TCI Cablevision of Southeast Washington
639 N. Kellogg
Kennewick, WA 99336

with a copy to:

TCI of Northern New Jersey, Inc. d/b/a
TCI Cablevision of Southeast Washington
Attention: Legal Department
P. O. Box 91220
Bellevue, WA 98009-9220

The City and the Grantee may designate another address or addresses from time to time by giving notice to the other.

8.4 Changes in Law. This franchise will be construed to remain in harmony with changes to existing law, new laws, regulations, and new regulations so as to provide both parties with similar benefits and obligations despite those changes. As written, this franchise is consistent with 47 U.S.C. §522 and §531 et seq. and FCC regulations.

8.5 Descriptive Headings. The captions to Sections are a convenience. They do not affect the

meaning or interpretation of the text.

8.6 Severability. If any Section, sentence, paragraph, term, or provision is found to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction, that determination has no effect on the validity of any other Section, sentence, paragraph, term or provision. They remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.7 Repeal. Ordinance 1908 entitled "AN ORDINANCE GRANTING TO MICRO-CABLE COMMUNICATIONS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A COAXIAL CABLE SUBSCRIBER SYSTEM FOR TELEVISION SIGNAL DISTRIBUTION THROUGHOUT THE CITY OF KENNEWICK" and passed by the City Council on the 20th day of January 1976, be, and the same hereby is, repealed. A contract between the City and Columbia Cable dated May 23, 1985, is terminated.

8.8 Effective Date. This franchise shall be effect five days from and after its approval, passage, and publication as required by law and upon its acceptance by the Grantee.

Passed, adopted and effective this 5th day of September 1994, subject to applicable federal, state and local law.

Attest:

L. B. Showalter
L. B. SHOWALTER, Mayor

M. A. Price
M. A. PRICE, City Clerk

ORDINANCE NO. 3504 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 17th day of August, 1994.

Approved as to Form:

William L. Cameron
WILLIAM L. CAMERON
City Attorney

M. A. Price
M. A. PRICE, City Clerk

DATE OF PUBLICATION August 31, 1994

Accepted this 24 day of August, 1994, subject to applicable federal, state and local law.

TCI of Northern New Jersey, Inc.
d/b/a TCI Cablevision of
Southeast Washington

By: David M. Reynolds
Title: DAVID M. REYNOLDS-EXEC. VP/COO



City Council Meeting Schedule September 2020

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

September 1, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 8, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. WWTP Phase II Update
2. Capital Improvement Plan Update
3. Council Sub-Committees

September 15, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 22, 2020

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Water & Sewer Rate Study Update
2. Animal Shelter
3. City Attorney's Office Annual Update
4. 2021/2022 Projected Revenue

September 29, 2020

Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

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

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