



City Council Regular Meeting Agenda

December 19, 2023 at 6:30 PM

City Hall Council Chambers - 210 W. 6th Ave and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections or if applicable to provide public testimony for a Public Hearing, please register at https://us02web.zoom.us/webinar/register/WN_I_8T3lrBQtqdvzneDy-Xw. Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to clerkinfo@ci.kennewick.wa.us, or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the Monday before the meeting.

1. CALL TO ORDER

Oath Of Office/Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Service Recognition - Mikal Barnett (Fire Department) 34-years
- Service Recognition - Marie Mosley (City Manager) 28-years
- Service Recognition - Christian Walters (Police Department) 25-Years
- Service Recognition - Terri Wright (City Clerk) 25-years

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

3. APPROVAL OF AGENDA

4. 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.

- Meeting Minutes - December 5, 2023
Motion to approve the meeting minutes of December 5, 2023.
- Meeting Minutes - December 15, 2023
Motion to approve the meeting minutes of December 5, 2023.
- Claims Roster - November
Motion to approve the Claims Roster for November 2023 in the amount of \$5,723,760.59, comprised of electronic payments and check numbers 312175-312532.

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

d. Payroll Roster Approval

Motion to approve the Payroll Roster for the pay period ending 11/30/2023.

e. Ferguson AMI Contract - Phase 2

Motion to authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System - Phase 2.

f. Port of Kennewick's Application for Water Right Transfer

Motion to authorize the City Manager to sign the Port of Kennewick's application for water right transfer.

g. Waterline Easement Deed - 5929 W. Metaline Ave

Motion to authorize the Mayor to sign the Deed for Waterline Easement and Release of Easement at 5929 W. Metaline Ave

h. License Agreement with Port of Kennewick at 517 Crosswind Blvd

Motion to authorize the City Manager to sign the License Agreement for 517 Crosswind Boulevard with the Port of Kennewick.

i. Columbia Center Blvd. Widening (Deschutes to Quinault) Planning/Design Obligation

Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Planning/Preliminary Engineering Funds for the Columbia Center Blvd (Deschutes to Quinault) Widening Project.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

a. Cable Bridge Lighting Interlocal Agreement

8. UNFINISHED BUSINESS

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
December 5, 2023

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Anthony Muai	Nick Farline
John Trumbo	Christina Palmer	Chris Guerrero
Chuck Torelli	Lisa Beaton	Chad Michael
Jim Millbauer	Cary Roe	Alisha Piper
Brad Beauchamp	Terri Wright	John Cowling
Marie Mosley	Beth Goldberg	

Council member Torelli moved, seconded by Council member Beauchamp to excuse the absence of Council member Anderson at tonight's meeting. The motion passed unanimously. (5-0)

Council member Trumbo led the Pledge of Allegiance.

Ron Cramer, Kennewick provided the Invocation.

2. VISITORS

Vic Epperly, Kennewick - Comments made regarding the Three Rivers Entertainment District Master Plan.

Scott Snyder, Kennewick - Comments related to potential codification of traffic-calming measures.

3. APPROVAL OF AGENDA

Council member Trumbo moved, seconded by Council member Torelli to approve the Agenda as presented. The motion passed. (5-0)

4. CONSENT AGENDA

- a. Motion to approve the meeting minutes of November 21, 2023.
- b. Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2023 in the amount of \$874,748.75 comprised of check numbers 26711-26806 in the amount of \$362,751.06 and electronic transfers in the amount of \$511,997.69.
- c. Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2023 in the amount of \$41,467.95, comprised of check numbers 2782-2786 in the amount of \$7,451.89 and electronic transfers in the amount of \$34,016.06.
- d. Motion to approve the Payroll Roster for the pay period ending 11/15/2023.

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- e. Motion to authorize the City Manager to sign the Appendix A Signatory Sheet of the Master Mutual Aid Agreement of Benton County.
- f. Motion to award the Southridge Turf Replacement Project - Phase II contract to C Watts Trucking, LLC in the amount of \$197,127.45.
- g. Motion to accept the work of Ellison Earthworks LLC for contract P2116, W. 46th Ave & W. 47th Ave Storm Drain Project, in the amount of \$840,803.12.
- h. Motion to authorize the Mayor Pro Tem to sign the Funding Agreement and Project Prospectus with the Washington State DOT for the Conway Place (4th Ave to 130 Conway Place) Project.
- i. Motion to authorize the Mayor Pro Tem to sign the Funding Agreement and Project Prospectus with the Washington State DOT for the Keene Trail Extension Project.
- j. Motion to award Contract P2308-23 E. 4th & Elm Waterline Replacement (Re-bid) Project to Sonray Enterprises LLC in the amount of \$1,195,868.49, plus a 10% contingency amount of \$119,586.85, for a total amount of \$1,315,455.34.

Council member Torelli moved, seconded by Council member Millbauer to approve the Consent Agenda as presented. The motion passed. (5-0)

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 6044: Adding KMC 13.40 - Neighborhood Traffic Calming. Cary Roe, Public Works Director reported.

City Clerk Wright read Ordinance 6044 by title.

ORDINANCE NO. 6044

AN ORDINANCE RELATING TO NEIGHBORHOOD TRAFFIC CALMING AND ADDING CHAPTER 13.40 TO THE KENNEWICK MUNICIPAL CODE

Council member Millbauer moved, seconded by Council member Torelli to adopt Ordinance 6044.

Council member Torelli moved, seconded by Council member Millbauer to strike out section 13.40.170: Approvals from Ordinance 6044. The motion passed. (5-0)

The motion to adopt Ordinance 6044 passed. (5-0)

- b. Ordinance 6043: Amending Kennewick Municipal Code (KMC) Section 18.12.010 B.1 Non-Residential Uses. Alisha Piper, Planner reported.

City Clerk Wright read Ordinance No. 6043 by title.

ORDINANCE NO. 6043

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS AND AMENDING SECTION 18.12.010 B.1 OF THE KENNEWICK MUNICIPAL CODE

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Council member Torelli moved, seconded by Council member Beauchamp to adopt Ordinance 6043. The motion Passed. (5-0)

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 6042: Right-of-Way Vacation at 11257 and 11343 W. Clearwater Ave. John Cowling, Deputy Public Works Director reported.

Public hearing opened and closed at 7:16 p.m. No public testimony was provided.

City Clerk Wright read Ordinance 6042.

ORDINANCE NO.6042

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 11257 AND 11343 WEST CLEARWATER AVENUE

Council member Torelli moved, seconded by Council member Millbauer to adopt Ordinance 6042. The motion passed. (5-0)

7. NEW BUSINESS

- a. Canyon Lakes POA Speed Hump Project. Cary Roe, Public Works Director reported.

Council member Brad Beauchamp moved, seconded by Council member Trumbo to approve staff's recommendation to allow the north side speed humps to remain without any further process. The motion passed. (5-0)

- b. Three Rivers Entertainment District Master Plan. Marie Mosley, City Manager reported.

Council member Chuck Torelli moved, seconded by Council member Millbauer to adopt the Three Rivers Entertainment District Master Plan. The motion passed. (5-0)

- c. Mayor and Mayor Pro Tem Selection

Council member Chuck Torelli moved, seconded by Council member Beauchamp to select Council member Crawford to act as Mayor for the remainder of the unexpired term. The motion passed. (5-0)

Council member Millbauer moved, seconded by Council member Beauchamp to select Council member Torelli to act as Mayor Pro Tem for the remainder of the unexpired term. The motion passed. (5-0)

8. UNFINISHED BUSINESS - None

9. VISITORS

Tina Gregory, Kennewick - Comments related to pornography in our schools and libraries.
Vic Epperly, Kennewick - Comments related to GEO Bonds funding capacity for capital projects.

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Maris Zivarts, Seattle - Comments related to the A-1 amended purchase and sale agreement.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting concluded at 8:09 p.m.



Terri L. Wright, MMC, CPRO
City Clerk

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CITY OF KENNEWICK
CITY COUNCIL
SPECIAL MEETING
December 15, 2023

1. CALL TO ORDER

Mayor Pro Tem Crawford called the meeting to order at 7:30 a.m.

City Council and Staff Present:

Councilmember John Trumbo	Marie Mosley
Councilmember Jim Millbauer	Lisa Beaton
Councilmember Brad Beauchamp	Krystal Townsend
Councilmember Loren Anderson	
Mayor Pro Tem Chuck Torelli	
Mayor Gretl Crawford	
(Position 4, Vacant)	

2. NEW BUSINESS

a. Candidate Interviews

Seventeen candidates were interviewed. Mayor Crawford read the same six questions to each candidate and each candidate was given ten minutes to answer the questions. Each candidate was given two minutes for closing remarks.

The following candidates were interviewed:

Carby, Nicole
Galey, Trevor
Reuther, Richard
Lohr, Jason
Huck, Jordan
Salvante, Francisco
McShane, Jason
BREAK
Racicot, Aaron
Short, Ken
Owens, Ted
Singer, Paul
Frost, Ed
Creek, Uby
Luzzo, Michael
BREAK
Barker, Cord
Heston, Robb
Wright, Terri

During the interviews, Council recessed for brief periods of time and reconvened in open session at 9:30, 10:30 and 12:30.

b. Executive Session – Pursuant to RCW 42.30.110(h) to consider the qualifications of candidates to fill the City Council Vacancy.

At 12:30 p.m. Mayor Crawford announced Council would convene in Executive Session Pursuant to RCW 42.30.110(h) to consider the qualifications of candidates to fill the City Council vacancy and would conclude the session at 12:50 p.m.

At 12:51 p.m. Mayor Crawford announced Executive Session Pursuant to RCW 42.30.110(h) to consider the qualifications of candidates to fill the City Council vacancy would conclude at 1:01 p.m.

At 1:03 p.m. Mayor Crawford announced the Executive Session was concluded.

c. Appointment of Council Member

Deputy City Clerk Krystal Townsend polled each councilmember and the following votes were cast:

Councilmember Anderson: Jason McShane

Councilmember Beauchamp: Jason McShane

Mayor Crawford: Jason McShane

Councilmember Millbauer: Uby Creek

Mayor Pro Tem Torelli: Jason McShane

Councilmember Trumbo: Ted Owens

Jason McShane was appointed to the City Council by a majority of 4 to 2 (Councilmembers Millbauer and Trumbo dissenting).

Mayor Crawford expressed her gratitude to each of the candidates and remarked on the positive impression they made. She spoke to the importance of qualified volunteers and stated she hoped to see the candidates in future service roles.

3. ADJOURNMENT

The meeting concluded at 1:06 p.m.



Krystal Townsend, CMC, CPRO
Deputy City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.c.	Council Date:	12/19/2023	Category: Consent Agenda
	Agenda Item Type: General Business Item	Subject:	Claims Roster - November	
	Department:		Finance	
	Ord/Reso #	Contract #		
	Project #	Permit #		
<u>Recommendation</u> That Council approve the Claims Roster for November 2023.				
<u>Motion for Consideration</u> Motion to approve the Claims Roster for November 2023 in the amount of \$5,723,760.59, comprised of electronic payments and check numbers 312175-312532.				
<u>Summary</u> The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 11/1/2023-11/30/2023: Check numbers 312175-312532: \$5,496,857.15 Electronic payments (EFT): 226,903.44 				

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
Fund 001					
000 - Fund Activity					
EFT	11/01/2023	70239	STATE OF WASH DEPT OF REVENUE	LEASEHOLD EXCISE TAX 3RD QUARTER	\$3,502.12
EFT	11/22/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$356.38
312177	11/08/2023	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION OCTOBER 2023	\$539.90
312178	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62157306	\$1,000.00
312179	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62249803	\$500.00
312180	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #61988849	\$1,000.00
312181	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62207740	\$500.00
312182	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62175565	\$250.00
312183	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62335445	\$1,000.00
312184	11/08/2023	99992	CIVIC REC REFUNDS	CIVIC REC REFUND #62069576	\$100.00
312185	11/08/2023	77138	LANGE, BRANDON	HARVEST BAZAAR 2023 TILL STOCK	\$1,000.00
312189	11/08/2023	70000	WASHINGTON STATE TREASURER	COURT FINES OCTOBER 2023	\$37,153.55
312376	11/15/2023	99990	MISC REFUNDS	#2278844962 PUBLIC RECORDS REFUND	\$19.17
312532	11/22/2023	73223	CALVARY CHAPEL OF TRI-CITIES	BOND RELEASE FOR LANDSCAPING	\$30,082.73
000 - Fund Activity Subtotal:					\$77,003.85
012 - City Manager					
312523	11/22/2023	5035	VEACH COMPANY, REALIFE PHOTOGRAPHY	DIRECTOR OF HR HEADSHOT	\$119.79
012 - City Manager Subtotal:					\$119.79
023 - Recreation Services					
EFT	11/02/2023	77146	GLOBAL PAYMENTS	MERCHANT FEES	\$3,590.56
312377	11/15/2023	6466	MARLA MARTENS	SYNERGY DANCE CAMP SUPPLIES	\$81.28
312410	11/22/2023	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	\$49.09
312521	11/22/2023	3564	US LINEN AND UNIFORM	TOWEL AND RAG SERVICE	\$24.41
023 - Recreation Services Subtotal:					\$3,745.34
024 - Facilities Maintenance					
312191	11/09/2023	8623	ACE SALES & SERVICE INC	K-4 BALL FIELDS PORTA POTTY	\$36.72
312195	11/09/2023	10587	ALOHA GARAGE DOOR COMPANY INC	SERVICE PHOTO EYES/ NEW BRACKETS	\$250.01
312196	11/09/2023	3767	AMERICAN RAMP COMPANY	CONSULTING ON PUMP TRACK	\$4,500.00
312204	11/09/2023	3707	BAXTER AUTO PARTS	THREAD LOCKER FOR PLAYGROUND BOLTS	\$9.23
312211	11/09/2023	749	BUILDERS HARDWARE & SUPPLY CO	PADLOCK FOR CAGE OUTSIDE OF EVIDENCE	\$31.29
312213	11/09/2023	10584	CAMTEK INC	SERVICE	\$206.53
312241	11/09/2023	5426	EWING IRRIGATION PRODUCTS, INC	BASE PEGS COVERS FOR BALLFIELDS	\$352.80
312245	11/09/2023	9237	FIKES NORTHWEST CORP	SCENT	\$141.22
312252	11/09/2023	1775	GRAINGER	FLAG FOR REGIONAL MEMORIAL	\$91.85
312254	11/09/2023	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	CREDIT OE UNIFORM- GRIGGS BIBS	\$156.81
312256	11/09/2023	15	HARBOR FREIGHT TOOLS	SMALL TOOLS FOR ZONE	\$66.26

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312262	11/09/2023	6626 HELSLEY, DANIEL	JEANS & BOOTS	\$262.80
312263	11/09/2023	2708 HERC RENTALS INC, HERTZ EQUIPMENT RENTAL	COMPRESSOR & AIR HOSE RENTAL	\$3,656.67
312267	11/09/2023	711 HOOKED UP PASCO INC	ABANDONED MOTORHOMES TOW SERVICE	\$16,008.55
312270	11/09/2023	1112 IRRIGATION SPECIALISTS INC	IRRIGATION MAIN LINE REPAIR	\$282.43
312271	11/09/2023	756 ISAIAH LOPEZ	JEANS-1ST HALF COMPLIMENT	\$65.15
312277	11/09/2023	78 KENNEWICK INDUSTRIAL & ELEC	MAIN LINE REPAIR	\$339.04
312291	11/09/2023	8626 MCDONALD & ASSOCIATES, DBA MCDONALD EXCAVATING	TOP SOIL	\$489.15
312303	11/09/2023	5460 NRC ENVIRONMENTAL SERVICES INC	DES STATE CONTRACT 06419 90% PAYMENT	\$1,483.09
312315	11/09/2023	957 RANCH & HOME INC	GAZEBO REPAIR	\$175.64
312327	11/09/2023	817 SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	\$8,256.12
312330	11/09/2023	7555 SHERWIN-WILLIAMS COMPANY	RESTROOM PAINT - BOAT LAUNCH	\$279.30
312338	11/09/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES STAPLES	\$62.83
312345	11/09/2023	5945 TK ELEVATOR	ELEVATOR MAINTENANCE	\$111.46
312353	11/09/2023	764 INTELLIGENT MARKING USA INC.	IMPLEMENTATION SETUP FOR ROBOT	\$1,847.90
312355	11/09/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$297.04
312363	11/09/2023	1035 WASHINGTON HARDWARE AND, FURNITURE CO	IRRIGATION TOOL	\$255.33
312379	11/22/2023	8623 ACE SALES & SERVICE INC	POD PORTA POTTY	\$2,250.40
312387	11/22/2023	8812 ARNETT INDUSTRIES LLC	TEMP. LOCKS FOR ELECTRICAL BOXES IN COLUMBIA PARK	\$294.35
312397	11/22/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$25,889.07
312406	11/22/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$5,669.52
312430	11/22/2023	166 FARMERS EXCHANGE	CHAINS FOR CHAIN SAW	\$104.33
312451	11/22/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2023	\$12,673.00
312457	11/22/2023	78 KENNEWICK INDUSTRIAL & ELEC	BACK FLOW PREVENTER REPLACEMENT	\$1,222.44
312489	11/22/2023	957 RANCH & HOME INC	FOR CLEANING UP TRUCKS	\$8.69
312500	11/22/2023	7555 SHERWIN-WILLIAMS COMPANY	FOR SR GAZEBO	\$342.05
312501	11/22/2023	680 SIERRA ELECTRIC, INC.	4 EXT. LAMPS REPLACED	\$1,088.97
312515	11/22/2023	17 TWIN CITY METALS INC	FOR POD SIGN	\$193.59
312530	11/22/2023	398 RENTOKIL NORTH AMERICA INC	EXTERMINATOR FOR FIRE STATIONS	\$244.58
024 - Facilities Maintenance Subtotal:				\$89,696.21
032 - Accounting				
312477	11/22/2023	3700 OFFICE DEPOT INC	1099 FORMS	\$37.14
312491	11/22/2023	1314 REHN & ASSOCIATES, INC.	COBRA NOTICES	\$75.00
312526	11/22/2023	976 WA STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT NO: 58153 PERIOD: 22	\$14,233.60
032 - Accounting Subtotal:				\$14,345.74
033 - Human Resources				
312257	11/09/2023	10399 HATTON, JAMIE	WELLNESS COMMITTEE EVENT SUPPLIES REIMBURSEMENT	\$40.76
312299	11/09/2023	1030 NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	\$602.00
312334	11/09/2023	753 SOUND EMPLOYMENT SOLUTIONS LLC	SUPERVISOR TRAINING	\$3,242.72
312410	11/22/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES	\$102.63

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312506	11/22/2023	8315 STERLING	NATIONAL CRIMINAL SEARCH	\$808.74
033 - Human Resources Subtotal:				\$4,796.85
034 - Civil Service				
312314	11/09/2023	326 PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KPD PRE EMPLOYMENT TESTING	\$450.00
312478	11/22/2023	7831 ON SCENE MEDICAL SERVICES PC	KPD PRE EMPLOYMENT PHYSICAL	\$875.00
034 - Civil Service Subtotal:				\$1,325.00
035 - Customer Service				
EFT	11/01/2023	70016 U.S. BANK	MERCHANT FEES	\$21,499.89
312232	11/09/2023	3530 DATAPROSE INC	MAILING AND POSTAGE	\$7,435.53
312322	11/09/2023	232 THE BLIND GUY OF TRI-CITIES	BLIND ORDER/INSTALLATION FOR ONE-STOP WINDOWS	\$715.68
312365	11/09/2023	4479 WEBCHECK INC	LIEN SEARCH SVC SEPT 2023	\$1,451.15
312423	11/22/2023	3530 DATAPROSE INC	SEPT 2023 UTILITY BILLING MAILING SVC	\$11,732.73
312528	11/22/2023	4479 WEBCHECK INC	OCT 2023 LIEN SEARCH SVC	\$1,157.65
035 - Customer Service Subtotal:				\$43,992.63
042 - City Attorney				
312305	11/09/2023	707 OREGON DEPT OF TRANSPORTATION	CERT DOL PHOTO - 2A0393955	\$13.00
312313	11/09/2023	3467 PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE - OCTOBER 2023	\$52.50
312338	11/09/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	3 TRIAL CALENDARS FOR ACAS	\$28.35
312367	11/09/2023	853 WEST GROUP PAYMENT CENTER	ONLINE/SOFTWARE SUBSCRIPTION - OCTOBER 2023	\$2,714.74
312410	11/22/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE - OCTOBER 2023	\$38.49
312440	11/22/2023	747 GRAVIS LAW PLLC	NOVEMBER INVOICE - FLAG PLAZA	\$2,625.00
042 - City Attorney Subtotal:				\$5,472.08
051 - City Clerk				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$438.29
312343	11/09/2023	172 THE TRI-CITY HERALD	ORDINANCE SUMMARIES 6034, 6035, 6037	\$104.62
312395	11/22/2023	34 BENTON COUNTY AUDITOR	RECORDING FEES FOR QUIT CLAIM DEED	\$203.50
051 - City Clerk Subtotal:				\$746.41
053 - Purchasing				
312338	11/09/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES STAPLES	\$47.07
312388	11/22/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE CLOTHING	\$398.23
312477	11/22/2023	3700 OFFICE DEPOT INC	CALENDARS AND PLANNER PURCHASING FLEET	\$38.24
053 - Purchasing Subtotal:				\$483.54
054 - Information Technology				
312226	11/09/2023	6375 COMPUNET INC	MIGRATION OF AZURE AD CONNECT TO NEW SERVER	\$393.75
312236	11/09/2023	8611 DOCUSIGN INC	DOCUSIGN ANNUAL MAINTENANCE AND SUPPORT	\$10,671.05
312325	11/09/2023	6976 SCIENS CONSULTING LLC	IT STRATEGIC PLAN	\$1,600.00
312333	11/09/2023	8210 SMARSH INC	NET GUARD	\$1,484.44

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312341	11/09/2023	8 TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS	\$7,764.62
312373	11/09/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$7,367.68
312407	11/22/2023	8295 CENTURYLINK	PS/ALI - ALI/SR PER 100 REC	\$7.02
312516	11/22/2023	1566 TYLER TECHNOLOGIES INC	CITIZEN CONNECT AND DECISION ENGINE MODULES	\$4,506.70
054 - Information Technology Subtotal:				\$33,795.26
062 - Planning				
312266	11/09/2023	769 HISTORIC DOWNTOWN KENNEWICK, PARTNERSHIP	2023 MSTCIP CONTRIBUTION	\$37,500.00
312343	11/09/2023	172 THE TRI-CITY HERALD	AFFIDAVIT OF PUBLICATION - COZ-2023-0007 NOPH	\$449.26
062 - Planning Subtotal:				\$37,949.26
070 - Police Revenues				
EFT	11/27/2023	70008 WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	\$1,875.00
070 - Police Revenues Subtotal:				\$1,875.00
071 - KPD-Administration				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$44.00
312217	11/09/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	\$361.36
312221	11/09/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$900.00
312225	11/09/2023	1682 COLUMBIA FITNESS SYSTEMS	PREVENTATIVE MAINTENANCE SERVICE	\$211.97
312283	11/09/2023	2280 LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	\$228.51
312373	11/09/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$242.05
312413	11/22/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$750.00
312432	11/22/2023	4147 FEDEX	SHIPPING	\$22.99
312519	11/22/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$340.53
071 - KPD-Administration Subtotal:				\$3,101.41
072 - KPD-Criminal Investigation				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$100.00
312340	11/09/2023	7988 T-MOBILE USA, INC, LAW ENFORCEMENT RELATIONS	TIMING ADVANCE	\$75.00
312347	11/09/2023	7228 TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH	\$196.31
312471	11/22/2023	4055 NET TRANSCRIPTS INC	TRANSCRIPTS	\$1,055.80
072 - KPD-Criminal Investigation Subtotal:				\$1,427.11
073 - KPD-Patrol				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$321.00
312292	11/09/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$326.12
312301	11/09/2023	1404 NEWTON, MATT	TRAVEL REIMBURSEMENT	\$335.28
312312	11/09/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLES	\$22,805.16
312357	11/09/2023	971 WA CRIMINAL JUSTICE, TRAINING COMMISSION	BLEA TRAINING	\$39,576.00
312465	11/22/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$407.65
312483	11/22/2023	241 PERFORMANCE SYSTEMS INTEGRATION	CREDIT MEMO	(\$258.00)
312485	11/22/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLE SIGHTS	\$6,137.35

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
073 - KPD-Patrol Subtotal:				\$69,650.56
074 - KPD-Staff Services				
EFT	11/01/2023	70016	U.S. BANK	MERCHANT FEES \$59.99
312235	11/09/2023	2981	DENKE, DEBRA	CLOTHING ALLOWANCE \$255.77
312397	11/22/2023	84	BENTON PUD NO. 1	ELECTRICITY \$20.88
312505	11/22/2023	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES \$239.65
312527	11/22/2023	1033	WASHINGTON STATE PATROL	CPL BACKGROUND CHECKS - OCT 23 \$556.50
074 - KPD-Staff Services Subtotal:				\$1,132.79
075 - KPD-Intergovernmental				
312205	11/09/2023	14	BENTON COUNTY	KIDS HAVEN - 3RD QUARTER \$4,620.92
312219	11/09/2023	100	CITY OF RICHLAND	800 MHZ RADIOS \$33,956.46
312278	11/09/2023	5291	KENNEWICK RADIOLOGY GROUP PC	PRISONER MEDICAL \$570.00
312350	11/09/2023	9790	TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL \$2,900.62
312392	11/22/2023	14	BENTON COUNTY	JAIL SERVICE - OCT 23 \$111,598.44
075 - KPD-Intergovernmental Subtotal:				\$153,646.44
076 - KPD-Special Services				
312191	11/09/2023	8623	ACE SALES & SERVICE INC	PORTABLE TOILET - SHOOTING RANGE \$68.90
312323	11/09/2023	710	SANDY'S TROPHIES INC	FLAG CASES PLATES ENGRAVING \$154.69
312397	11/22/2023	84	BENTON PUD NO. 1	ELECTRICITY \$47.08
076 - KPD-Special Services Subtotal:				\$270.67
081 - Fire Administration				
312207	11/09/2023	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	RESOURCE PADS \$158.70
312217	11/09/2023	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES \$74.12
312296	11/09/2023	10782	MTS PARTNERS, INC., IPRINT TECHNOLOGIES	TONER - FIREADMIN \$1,637.05
312338	11/09/2023	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS #1 - SUPPLIES \$19.13
312362	11/09/2023	258	WASHINGTON FIRE CHIEFS	WA FIRE CHIEFS 2023-2024 \$1,530.00
312408	11/22/2023	7496	CHAPLAIN SERVICES NETWORK	CHAPLAIN SERVICES NETWORK 2023-2024 \$3,712.50
312415	11/22/2023	7849	COLUMBIA BASIN ICE AND, TRANSPORT	ICE - FS #5 \$168.75
312489	11/22/2023	957	RANCH & HOME INC	PROPANE \$16.25
312505	11/22/2023	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS #4 - SUPPLIES \$850.05
312519	11/22/2023	4764	UNITED PARCEL SERVICE, UPS	SHIPPING \$62.39
081 - Fire Administration Subtotal:				\$8,228.94
082 - Fire Suppression				
312190	11/09/2023	552	10TH AVENUE CLEANERS,LLC	UNIFORM PATCH \$21.61
312249	11/09/2023	5823	GALLS, LLC	SOFTSHELL JACKET \$91.88
312252	11/09/2023	1775	GRAINGER	NONSPIKE ROAD FLARES \$455.35
312281	11/09/2023	4244	L N CURTIS & SONS	SUPPRESSION - PRO BAR & AXE \$6,089.03
312326	11/09/2023	7872	SEA WESTERN INC	WILDLAND AND DUAL PURPOSE BOOTS \$875.44

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312431	11/22/2023	8774 FASTENAL COMPANY	PNEUMATIC STEEL COUPLER (QTY.2)	\$13.04
312437	11/22/2023	5823 GALLS, LLC	UNIFORM PANTS	\$184.65
312464	11/22/2023	1206 MED-TECH RESOURCE INC	WILDLAND PPE (INTERNAL PO)	\$11,147.39
312473	11/22/2023	5059 NORTHWEST SAFETY CLEAN	TURNOUT CLEANING & INSPECTION	\$813.66
312479	11/22/2023	917 OXARC, INC.	FIRE EXTINGUISHER MAINT.	\$43.21
312496	11/22/2023	7872 SEA WESTERN INC	DUAL-PURPOSE BOOTS	\$203.14
312520	11/22/2023	5807 UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	\$151.59
082 - Fire Suppression Subtotal:				\$20,089.99
083 - Fire Prevention/Investigation				
312234	11/09/2023	229 DELL MARKETING L.P., C/L DELL USA L.P.	(3) DELL LATITUDE 5430 RUGGED LAPTOPS	\$0.00
083 - Fire Prevention/Investigation Subtotal:				\$0.00
090 - Engineering				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$570.32
312200	11/09/2023	471 B-F-WW GOOD ROADS	BFWWC GOOD ROAD DINNER MEETING	\$25.00
312308	11/09/2023	3783 PACIFIC OFFICE AUTOMATION	PLOTTER PRINTER TONER PEARLS	\$1,205.48
312346	11/09/2023	1479 TOPCON SOLUTIONS STORE, PORTLAND PRECISION INSTRU	SURVEY PLAN MANAGEMENT FILED FOR SURVEY CREW	\$1,414.78
312477	11/22/2023	3700 OFFICE DEPOT INC	CALENDARS / OFFICE SUPPLIES	\$536.49
312510	11/22/2023	1479 TOPCON SOLUTIONS STORE, PORTLAND PRECISION INSTRU	SURVEY EQUIPMENT SUPPLIES	\$25.16
090 - Engineering Subtotal:				\$3,777.23
100 - GF-Nondepartmental				
EFT	11/16/2023	511 WA STATE DEPT OF RETIREMENT, SYSTEMS	PRIOR SERVICE CONTRIBUTION	\$217.00
312290	11/09/2023	8208 MCBRIDE PUBLIC AFFAIRS LLC, THOMAS AND ANGELA MCB	LOBBYIST EXPENSES	\$4,120.00
312391	11/22/2023	8297 BENTON CO COMMISSIONERS	BCDC/PROBATION FEES - OCT 2023 (16.89%)	\$117,745.76
312393	11/22/2023	14 BENTON COUNTY	2023-Q3 LIQUOR TAX/PROFITS	\$6,078.00
312397	11/22/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$2,854.35
312406	11/22/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$717.20
312411	11/22/2023	435 CITY OF PASCO	ANIMAL SHELTER SERVICE/RENT/MAIN & ADMIN - OCT 23	\$57,055.08
312451	11/22/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2023	\$5,222.00
100 - GF-Nondepartmental Subtotal:				\$194,009.39
Total For Fund 001				\$770,681.49
Fund 102				
000 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$422.96
000 - Fund Activity Subtotal:				\$422.96
010 - Fund Activity				
312276	11/09/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2023	\$90.93
312277	11/09/2023	78 KENNEWICK INDUSTRIAL & ELEC	DE-ICER PARTS FOR TRUCK 155	\$37.38

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312285	11/09/2023	10534 LIBERTY LAWN AND SAW SHOP	POLE SAW FOR TREE TRIMMING	\$719.58
312315	11/09/2023	957 RANCH & HOME INC	PARTS FOR SNOW AND ICE PREP	\$186.97
312381	11/22/2023	9968 AG SPRAY EQUIPMENT, FIMCO INC	DE ICER PUMPS FOR TRUCKS	\$1,071.31
312388	11/22/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$472.73
312390	11/22/2023	3707 BAXTER AUTO PARTS	SHRINK TUBING FOR SNOW ICE EQUIPMENT	\$29.89
312428	11/22/2023	8581 ELLIOTT, STEVE	UNIFORM ALLOWANCE	\$400.00
312431	11/22/2023	8774 FASTENAL COMPANY	SCREWS FOR RUBBER ON SNOW TRUCKS	\$11.79
312438	11/22/2023	1775 GRAINGER	PLUGS FOR SNOW TRUCKS	\$32.94
312450	11/22/2023	113 INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	ASPHALT FOR WATER DISTRIBUTION NEW LAY DOWN YARD	\$1,784.42
312474	11/22/2023	7229 NORTHWEST SIGN RECYCLING	SIGN BLANK RESURFACING	\$1,098.55
312477	11/22/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$108.70
312480	11/22/2023	6603 PAPE MACHINERY INC	GREASE FOR SNOW TRUCKS	\$91.34
312489	11/22/2023	957 RANCH & HOME INC	DEF FOR SNOW TRUCK	\$481.67
010 - Fund Activity Subtotal:				\$6,618.20
110 - Traffic				
312212	11/09/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
312276	11/09/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2023	\$90.93
312397	11/22/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$24,365.53
312477	11/22/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$81.52
110 - Traffic Subtotal:				\$24,593.73
Total For Fund 102				\$31,634.89
Fund 103				
010 - Fund Activity				
312253	11/09/2023	2842 GRANITE CONSTRUCTION COMPANY	P2301 PAY EST 5	\$71,441.05
312317	11/09/2023	3569 RAY POLAND AND SONS INC	P2313 PAY EST 2	\$102,681.24
010 - Fund Activity Subtotal:				\$174,122.29
Total For Fund 103				\$174,122.29
Fund 106				
010 - Fund Activity				
312341	11/09/2023	8 TELCO WIRING & REPAIR INC	BI-PIN - INTERNET/WAN CHARGES	\$7,957.81
312354	11/09/2023	1566 TYLER TECHNOLOGIES INC	TYLER 2022 BIPIN MAINTENANCE	\$390,340.95
010 - Fund Activity Subtotal:				\$398,298.76
Total For Fund 106				\$398,298.76
Fund 107				
130 - CDBG				
312343	11/09/2023	172 THE TRI-CITY HERALD	CDBG 2024 AAP PUBLIC HEARING AD	\$272.32

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312425	11/22/2023	9220 DOMESTIC VIOLENCE SERVICE	DVS 3RD QTR. INVOICE 2023	\$24,855.52
312475	11/22/2023	8420 NWACDM - NORTHWEST ASSOCIATION, OF CD MANAGERS	2023 NWACDM MEMBERSHIP DUES	\$100.00
130 - CDBG Subtotal:				\$25,227.84
140 - HOME				
312398	11/22/2023	4125 BENTON-FRANKLIN TITLE CO.	DPA 6-YR OF AFFORD 2K17-15	\$1,680.00
140 - HOME Subtotal:				\$1,680.00
Total For Fund 107				\$26,907.84
Fund 116				
010 - Fund Activity				
312176	11/02/2023	73761 TRI-CITIES VISITOR & CONV. BUR	OCTOBER 2023 TOURISM	\$89,400.56
312348	11/09/2023	176 TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2023-OCTOBER	\$22,639.00
010 - Fund Activity Subtotal:				\$112,039.56
Total For Fund 116				\$112,039.56
Fund 117				
010 - Fund Activity				
312369	11/09/2023	2368 WESTERN SYSTEMS INC	KPD CAMERA AND DVR SYSTEM, WIRE	\$210,940.15
010 - Fund Activity Subtotal:				\$210,940.15
042 - City Attorney				
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$377.78
312313	11/09/2023	3467 PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE - OCTOBER 2023	\$17.50
312338	11/09/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	3 TRIAL CALENDARS FOR ACAS	\$28.36
312367	11/09/2023	853 WEST GROUP PAYMENT CENTER	ONLINE/SOFTWARE SUBSCRIPTION - OCTOBER 2023	\$881.55
312410	11/22/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE - OCTOBER 2023	\$12.83
042 - City Attorney Subtotal:				\$1,318.02
072 - KPD-Criminal Investigation				
312337	11/09/2023	7685 SPECIAL CONSULTING SERVICES, LLC	UNSOLVED HOMICIDE/MISSING PERSON CASES/DEPT CONSUL	\$2,500.00
072 - KPD-Criminal Investigation Subtotal:				\$2,500.00
073 - KPD-Patrol				
312312	11/09/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLES	\$13,155.05
312485	11/22/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLE SIGHTS	\$3,607.31
312486	11/22/2023	1997 PUBLIC SAFETY TESTING, INC.	CANDIDATE TEST ADD-ONS	\$22.00
073 - KPD-Patrol Subtotal:				\$16,784.36
Total For Fund 117				\$231,542.53
Fund 118				
000 - Fund Activity				

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$442.39
000 - Fund Activity Subtotal:				\$442.39
010 - Fund Activity				
312216	11/09/2023	10777 CHRISTINE, JULIE KATHLEEN	TRAVEL REIMBURSEMENT - TREATMENT SITE VISITS	\$5,613.59
312237	11/09/2023	10225 DURAN, MATTHEW LAWRENCE	TRAVEL REIMBURSEMENT - HIDTA DIRECTOR'S MTG	\$8,927.48
312240	11/09/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
312248	11/09/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73
312258	11/09/2023	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,405.97
312295	11/09/2023	301 MICHAEL J MIZER	TRAVEL REIMBURSEMENT - ORS REGION 6 CONF	\$5,726.14
312316	11/09/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
312320	11/09/2023	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$4,860.13
312329	11/09/2023	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
312366	11/09/2023	10001 WEINER, JONATHAN M	TRAVEL REIMBURSEMENT - IACP CONVENTION	\$12,104.09
312380	11/22/2023	465 AFFIRMA CONSULTING LLC	WEB SUPPORT MANAGED SERVICES 10/01/2023-10/31/2023	\$2,091.00
312382	11/22/2023	9426 AIRLINES REPORTING CORPORATION	75 PREPAID SEARCHES FOR AIRLINE REPORTING CORP	\$3,750.00
312409	11/22/2023	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$5,538.13
312426	11/22/2023	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$7,400.86
312429	11/22/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
312436	11/22/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73
312444	11/22/2023	403 HAYLEY J. N. WEBSTER	TRAVEL REIMBURSEMENT - PREVENT AND TREAT SYMP	\$3,749.97
312469	11/22/2023	301 MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	\$3,750.00
312490	11/22/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
312495	11/22/2023	10915 ROSS, BRANDON R	TRAVEL REIMBURSEMENT - 2023 HIDTA IT MTG	\$7,257.21
312497	11/22/2023	262 SELIG FAMILY HOLDINGS LLC	MONTHLY RENT AND NEW WALL FOR NIBIN ROOM	\$24,253.51
312499	11/22/2023	396 SHAWN ALEXANDER MITCHELL	WEEKLY TRAVEL TO SUPPORT INITIATIVES -OCTOBER 2023	\$4,132.30
312529	11/22/2023	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$8,661.36
010 - Fund Activity Subtotal:				\$140,494.44
Total For Fund 118				\$140,936.83
Fund 119				
010 - Fund Activity				
312234	11/09/2023	229 DELL MARKETING L.P., C/L DELL USA L.P.	COUNCIL CHAMBER DELL MONITORS	\$3,120.04
010 - Fund Activity Subtotal:				\$3,120.04
Total For Fund 119				\$3,120.04
Fund 200				
256 - 2022 GO Bond Issue				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GENERAL OBLIGATION BONDS 2022A	\$350.00
256 - 2022 GO Bond Issue Subtotal:				\$350.00

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
270 - 2011 GO Refunding Bonds				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GEN OBLIGATION REFUNDING BOND 2011	\$147.27
270 - 2011 GO Refunding Bonds Subtotal:				\$147.27
280 - 2015B GO Bond Issue				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GEN OBLIGATION IMPROVEMENT & REFUNDING BONDS 2015B	\$350.00
280 - 2015B GO Bond Issue Subtotal:				\$350.00
285 - 2015A GO Bond Issue				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GENERAL OBLIGATION BONDS 2015A (TAXABLE)	\$350.00
285 - 2015A GO Bond Issue Subtotal:				\$350.00
290 - 2016 GO Bond Issue				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GENERAL OBLIGATION BONDS 2016	\$350.00
290 - 2016 GO Bond Issue Subtotal:				\$350.00
295 - 2020A GO Bond Issue				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GENERAL OBLIGATION BONDS 2020A	\$350.00
295 - 2020A GO Bond Issue Subtotal:				\$350.00
296 - 2020B GO Bond Refunding				
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	GENERAL OBLIGATION REFUNDING BONDS 2020B	\$350.00
296 - 2020B GO Bond Refunding Subtotal:				\$350.00
Total For Fund 200				\$2,247.27
Fund 300				
000 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$368.12
000 - Fund Activity Subtotal:				\$368.12
010 - Fund Activity				
312218	11/09/2023	435 CITY OF PASCO	REGIONAL CENTERS SALES AND USE TAX - 3RD QTR 2023	\$187,272.32
312310	11/09/2023	6433 PAVEMENT SURFACE CONTROL	P2314 PAY EST 2	\$68,937.03
312343	11/09/2023	172 THE TRI-CITY HERALD	INVITATION TO BID-P2214-23 SYSTEMIC SAFETY STR LT	\$645.03
312344	11/09/2023	2817 THREE RIVERS CONVENTION CTR	PFD-2023 #2	\$85,216.43
312349	11/09/2023	6270 TRI-CITY SIGN & BARRICADE, CONSTRUCTION AHEAD INC	P2315 LOCATE PAINT	\$63.52
312375	11/09/2023	182 ELLISON EARTHWORKS LLC	P2111 PAY EST 3	\$15,431.10
312511	11/22/2023	8672 TRAFFICALM SYSTEMS, ARIZONA TRANSFORMER CO	FLASHING STOP SIGN	\$1,354.84
010 - Fund Activity Subtotal:				\$358,920.27
160 - Land & Facilities				
312206	11/09/2023	575 BERRY DUNN MCNEIL & PARKER LLC	COMPREHENSIVE PLAN CONSULTING	\$13,126.00
312282	11/09/2023	638 AQUATIX BY LANDSCAPE STRUCTURES	CIVIC SPLASH PAD SKYWAYS	\$9,027.54

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312383	11/22/2023	10587 ALOHA GARAGE DOOR COMPANY INC	REPLACE OVERHEAD DOOR.	\$2,460.75
312435	11/22/2023	409 FRONTIER FENCE INC	REPLACE WEST GATE - WORN OUT	\$19,555.13
160 - Land & Facilities Subtotal:				\$44,169.42
170 - Capital Purchases				
312354	11/09/2023	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$4,060.00
312516	11/22/2023	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$3,150.00
170 - Capital Purchases Subtotal:				\$7,210.00
Total For Fund 300				\$410,667.81
Fund 303				
010 - Fund Activity				
312197	11/09/2023	501 APOLLO, INC.	P2012 PAY EST 7	\$462,461.05
312202	11/09/2023	5867 BAER TESTING	TESTING FOR P2010 (DESHUTES & CCB)	\$6,908.75
312239	11/09/2023	182 ELLISON EARTHWORKS LLC	P2010 PAY EST 2	\$245,799.01
312269	11/09/2023	757 INTEGRA WASHINGTON INC	P2011QUINAULT/CCB INT ROW	\$2,750.00
312359	11/09/2023	63 WA STATE DEPT TRANSPORTATION, HIGHWAYS & LOCAL PR	PROJECT COSTS FOR P2012 STEPTOE AND GAGE BLVD	\$908.78
010 - Fund Activity Subtotal:				\$718,827.59
Total For Fund 303				\$718,827.59
Fund 371				
010 - Fund Activity				
312194	11/09/2023	10058 ALLIANCE MANAGEMENT &, CONSTRUCTION SOLUTIONS	CONTRACT 19-020 MOD.3 - FS #1 CONST. MGMT.	\$1,425.00
312203	11/09/2023	10834 BASIN BUILDING SOLUTIONS LLC	FIRE STATION #1 COMMISSIONING SERVICES	\$12,349.41
312341	11/09/2023	8 TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS	\$652.20
312361	11/09/2023	4943 WALKER'S FURNITURE	FS#1 RECLINERS	\$8,347.89
312404	11/22/2023	10584 CAMTEK INC	FS1 - ALARM SYSTEM INSTALLATION	\$719.00
312503	11/22/2023	579 SOFT WATER SPECIALISTS LLC	FS1 - WATER FILTRATION SYSTEM	\$2,564.23
312518	11/22/2023	4955 ULINE	FS1 - SLIP RESISTANT MATS	\$765.73
010 - Fund Activity Subtotal:				\$26,823.46
Total For Fund 371				\$26,823.46
Fund 402				
000 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$43.03
000 - Fund Activity Subtotal:				\$43.03
010 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$15,204.80
312190	11/09/2023	552 10TH AVENUE CLEANERS,LLC	UNIFORM PATCH	\$122.42
312208	11/09/2023	3495 BOUND TREE MEDICAL LLC	STETHOSCOPE	\$211.93

City of Kennewick
Claims Roster by Fund/Division
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312214	11/09/2023	7715 CARDINAL HEALTH 411, INC	FENTANYL	\$449.06
312217	11/09/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES	\$74.11
312223	11/09/2023	695 COLUMBIA BASIN COLLEGE	CBC - ACLS, PALS & ADVANCED AIRWAY TRAINING	\$451.70
312249	11/09/2023	5823 GALLS, LLC	SOFTSHELL JACKET	\$520.61
312286	11/09/2023	8868 LIFE-ASSIST	MEDICAL SUPPLIES	\$2,057.70
312307	11/09/2023	917 OXARC, INC.	OXYGEN	\$314.64
312326	11/09/2023	7872 SEA WESTERN INC	WILDLAND AND DUAL PURPOSE BOOTS	\$313.63
312338	11/09/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS #1 - SUPPLIES	\$19.12
312362	11/09/2023	258 WASHINGTON FIRE CHIEFS	WA FIRE CHIEFS 2023-2024	\$1,530.00
312374	11/09/2023	6869 ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	\$6,780.49
312401	11/22/2023	3495 BOUND TREE MEDICAL LLC	SPLINTS	\$326.49
312405	11/22/2023	7715 CARDINAL HEALTH 411, INC	CREDIT - MMCAP SHAREBACK	\$198.68
312408	11/22/2023	7496 CHAPLAIN SERVICES NETWORK	CHAPLAIN SERVICES NETWORK 2023-2024	\$3,712.50
312415	11/22/2023	7849 COLUMBIA BASIN ICE AND, TRANSPORT	ICE - FS #5	\$168.75
312437	11/22/2023	5823 GALLS, LLC	UNIFORM PANTS	\$1,046.33
312460	11/22/2023	8868 LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	\$3,960.68
312479	11/22/2023	917 OXARC, INC.	OXYGEN	\$83.36
312489	11/22/2023	957 RANCH & HOME INC	PROPANE	\$16.25
312496	11/22/2023	7872 SEA WESTERN INC	DUAL-PURPOSE BOOTS	\$171.44
312505	11/22/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS #4 - SUPPLIES	\$850.05
312507	11/22/2023	10778 SYSTEMS DESIGN WEST LLC	EMS BILLING FOR OCTOBER	\$10,153.29
312520	11/22/2023	5807 UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	\$849.22
312524	11/22/2023	9909 VENDNOVATION	RX VENDING DISPENSER SOFTWARE	\$1,304.40
010 - Fund Activity Subtotal:				\$50,891.65
Total For Fund 402				\$50,934.68
Fund 403				
000 - Fund Activity				
312175	11/02/2023	762 Right Now Heating, Cooling, Plumbing and Electrica	MECR-2023-1634 REFUND	\$59.50
000 - Fund Activity Subtotal:				\$59.50
010 - Fund Activity				
EFT	11/01/2023	70016 U.S. BANK	MERCHANT FEES	\$4,020.47
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$295.00
312508	11/22/2023	6977 THE BUILDING DEPARTMENT INC	THE BUILDING DEPT: OCTOBER 2023 CONTRACT BLDG INSP	\$2,948.00
312516	11/22/2023	1566 TYLER TECHNOLOGIES INC	CITIZEN CONNECT AND DECISION ENGINE MODULES	\$4,506.70
010 - Fund Activity Subtotal:				\$11,770.17
Total For Fund 403				\$11,829.67

City of Kennewick
Claims Roster by Fund/Division
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 405				
010 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$4,402.95
312198	11/09/2023	5050 ARG INDUSTRIAL	HOSE AND FITTINGS FOR DECANT	\$464.04
312199	11/09/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$397.56
312212	11/09/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
312239	11/09/2023	182 ELLISON EARTHWORKS LLC	P2116 PAY EST 5 FINAL	\$6,839.44
312254	11/09/2023	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	CREDIT OE UNIFORM - GRIGGS	(\$137.20)
312297	11/09/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FLOOR DRY	\$692.15
312306	11/09/2023	1912 OWEN EQUIPMENT COMPANY	VAC CON PARTS	\$133.35
312373	11/09/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$71.25
312388	11/22/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$256.36
312477	11/22/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$90.97
010 - Fund Activity Subtotal:				\$13,266.62
Total For Fund 405				\$13,266.62
Fund 410				
000 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$3,428.40
312186	11/08/2023	766 P & R CONSTRUCTION LLC	DPW-2023-3105 REFUND	\$169.89
312187	11/08/2023	766 P & R CONSTRUCTION LLC	DPW-2023-3106 REFUND	\$169.89
312188	11/08/2023	766 P & R CONSTRUCTION LLC	DPW-2023-3119 REFUND	\$189.48
312259	11/09/2023	865 HD FOWLER COMPANY INC	INV WATER/SEWER	\$5,771.53
312389	11/22/2023	108 BADGER METER INC	INV 300 METERS	\$14,967.99
000 - Fund Activity Subtotal:				\$24,697.18
010 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$102,844.55
312193	11/09/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$486.57
312199	11/09/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$702.32
312201	11/09/2023	108 BADGER METER INC	AMI - PHASE 2 BADGER WATER METERS	\$21,641.09
312212	11/09/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.74
312215	11/09/2023	555 CASCADE COLUMBIA DISTRIBUTION, CO	WTP CHEMICALS	\$12,373.07
312229	11/09/2023	13 CORE & MAIN LP	BREAK AWAY KITS FOR CLOW FIRE HYDRANT STOCK	\$3,879.70
312233	11/09/2023	767 DDB LLC	P2113 PAY EST 1	\$242,040.66
312254	11/09/2023	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM - GRIGGS DEPT. STORE	\$107.80
312259	11/09/2023	865 HD FOWLER COMPANY INC	8" GATE VALVES TO REPLACE VALVES ON JOHN DAY AVE.	\$5,983.58
312260	11/09/2023	6569 HDR INC	P1905 CONSULTANT INVOICE	\$6,284.92
312276	11/09/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2023	\$93.69
312277	11/09/2023	78 KENNEWICK INDUSTRIAL & ELEC	NEW VALVE AND FITTINGS FOR CARRIER WATER LINE	\$93.85

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312293	11/09/2023	6441 MERRELL BROTHERS INC	P2209 LAGOON DREDGE	\$694,489.79
312294	11/09/2023	217 MILLER PAINT CO	YELLOW PAINT FOR FIRE HYDRANTS AND BOLLARDS	\$1,328.10
312300	11/09/2023	1290 NCL OF WISCONSIN, INC.	LAB SUPPLIES	\$823.58
312302	11/09/2023	2904 NORTHERN SAFETY CO., INC.	LIFEVAC CHOKING RESCUE DEVICE	\$211.28
312315	11/09/2023	957 RANCH & HOME INC	RV ANTIFREEZE FOR THE VAC TRUCKS	\$22.80
312317	11/09/2023	3569 RAY POLAND AND SONS INC	P2313 PAY EST 2	\$5,652.54
312319	11/09/2023	6065 RH2 ENGINEERING INC	P2308 CONSULTANT INVOICE	\$18,583.19
312330	11/09/2023	7555 SHERWIN-WILLIAMS COMPANY	SUPPLIES TO PAINT FIRE HYDRANTS	\$266.42
312343	11/09/2023	172 THE TRI-CITY HERALD	LEGAL PUBLICATION - UTILITY EASEMENT NOPH	\$699.55
312355	11/09/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$118.44
312358	11/09/2023	164 WA STATE DEPARTMENT OF ECOLOGY	2024 WW OPERATOR RENEWAL FEE	\$945.00
312373	11/09/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$466.43
312384	11/22/2023	7400 ANALYTICAL SERVICES INC	ENDOSPORE SAMPLING	\$530.00
312385	11/22/2023	2738 ANATEK LABS INC	PESTICIDE / HERBICIDE TESTING	\$1,450.00
312386	11/22/2023	5050 ARG INDUSTRIAL	SHOP RAGS	\$23.03
312388	11/22/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	UNIFORM ITEMS	\$2,589.54
312396	11/22/2023	93 BENTON FRANKLIN DISTRICT, HEALTH	BAC T SAMPLING	\$3,166.16
312397	11/22/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$113,261.01
312400	11/22/2023	8065 BOLT, ALLEN	UNIFORM ALLOWANCE	\$70.91
312402	11/22/2023	614 BRYAN BENTRUP	TUITION REIMBURSEMENT CDL COURSE	\$750.00
312406	11/22/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$1,011.50
312417	11/22/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	FOOD GRADE GREASE FOR HYDRANT MAINTENANCE	\$181.57
312430	11/22/2023	166 FARMERS EXCHANGE	WEEDEATER LINE FOR RESERVOIR CLEANUP	\$93.47
312431	11/22/2023	8774 FASTENAL COMPANY	SPLIT WASHERS FOR FIRE HYDRANT METERS	\$102.33
312433	11/22/2023	86 FERGUSON ENTERPRISES INC	GASKET FOR 6" LIVE WATER TAPS	\$65,433.70
312441	11/22/2023	7234 GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	P2213 CONSULTANT INVOICE	\$19,681.46
312443	11/22/2023	1482 HACH COMPANY	CREDIT FOR INVOICE 13743694	\$484.80
312445	11/22/2023	865 HD FOWLER COMPANY INC	COPPER ROUNDERS FOR MAINTENANCE TRUCKS	\$859.71
312448	11/22/2023	9099 IDEXX DISTRIBUTION INC	LAB SUPPLIES, FECAL TEST	\$1,445.46
312449	11/22/2023	532 INDUSTRIAL SOFTWARE SOLUTIONS	PLANTS HMI SOFTWARE LICENSE AND SUPPORT	\$15,690.85
312451	11/22/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2023	\$503.00
312453	11/22/2023	4713 J-U-B ENGINEERS INC	P2114 CONSULTANT INVOICE	\$19,528.35
312454	11/22/2023	4624 JCI JONES CHEMICALS INC	RC5 CHEMICALS	\$10,610.20
312455	11/22/2023	124 JUSTIN CROSBY	UNIFORM ALLOWANCE	\$49.51
312456	11/22/2023	669 KELLER ASSOCIATES INC	P2310 CONSULTANT INVOICE	\$15,470.00
312457	11/22/2023	78 KENNEWICK INDUSTRIAL & ELEC	ELECT BOX FOR FLAG POLE LIGHT	\$173.13
312458	11/22/2023	608 KEVIN POSTEN	TUITION REIMBURSEMENT CDL COURSE	\$750.00
312466	11/22/2023	2085 MENDOZA, GREGORIO	UNIFORM ALLOWANCE	\$171.82
312467	11/22/2023	6441 MERRELL BROTHERS INC	P2209 CONSULTANT INVOICE	\$341,527.10
312468	11/22/2023	85 THE REDTAIL TEAM LLC	BAC T ANALYSIS FORMS	\$694.93

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312472	11/22/2023	4466 NORTHSTAR CHEMICAL INC	WTP CHEMICALS	\$7,138.24
312477	11/22/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$773.29
312479	11/22/2023	917 OXARC, INC.	OXYGEN AND ACETYLENE FOR CUT OFF TORCH	\$115.87
312481	11/22/2023	300 PASCO MACHINE CO INC	MECHANICAL SEAL 19TH AND OLYMPIA	\$414.22
312484	11/22/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	24V POWER SUPPLY FOR ASR WELL	\$677.96
312488	11/22/2023	8218 QUALITY CONTROL SERVICES, INC.	LAB CALIBRATE THERMOMETER	\$193.25
312489	11/22/2023	957 RANCH & HOME INC	BOLTS AND NUTS FOR METER SETS	\$48.99
312493	11/22/2023	6065 RH2 ENGINEERING INC	P2316 CONSULTANT INVOICE	\$2,934.00
312501	11/22/2023	680 SIERRA ELECTRIC, INC.	WIRE UP 15 HR MOTOR FOR LAGOONS	\$274.37
312512	11/22/2023	393 TROJAN TECHNOLOGIES	UV BALLAST FOR RANNEY COLLECTOR 5	\$11,306.48
312517	11/22/2023	623 U.S. BANK NATIONAL ASSOCIATION	WATER AND SEWER REVENUE BONDS 2019	\$350.00
312519	11/22/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$970.38
312522	11/22/2023	3881 UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	\$350.88
010 - Fund Activity Subtotal:				\$1,762,046.13
205 - Sewer Area Charge				
312453	11/22/2023	4713 J-U-B ENGINEERS INC	P2209 CONSULTANT INVOICE	\$3,839.90
205 - Sewer Area Charge Subtotal:				\$3,839.90
Total For Fund 410				\$1,790,583.21
Fund 501				
000 - Fund Activity				
EFT	11/22/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$4,676.44
312227	11/09/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	\$1,161.82
312230	11/09/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	INV 700 FORD PARTS	\$933.49
312297	11/09/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$702.30
312306	11/09/2023	1912 OWEN EQUIPMENT COMPANY	INV 700 JETTER HOSE	\$547.98
312368	11/09/2023	5380 WESTERN SYSTEMS FABRICATION, INC	INV 700 GUTTER BROOMS	\$923.95
312482	11/22/2023	6241 PASCO TIRE FACTORY INC	INV 800 BFG K02	\$1,830.99
312483	11/22/2023	241 PERFORMANCE SYSTEMS INTEGRATION	INV 700 FIRE EXTINGUISHERS AND INSPECTIONS	\$124.27
312494	11/22/2023	10160 ROMAINE ELECTRIC CORPORATION	INV 700 INVERTER	\$1,373.28
000 - Fund Activity Subtotal:				\$12,274.52
010 - Fund Activity				
312210	11/09/2023	2579 BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2023 FORD INTERCEPTOR PATROL VEH 7318	\$52,893.75
312222	11/09/2023	1310 COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	\$60,514.37
312230	11/09/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	WEATHERTECH MATS AND STICKY PUCKS	\$4,372.75
312242	11/09/2023	166 FARMERS EXCHANGE	SWITCH, BLADE, GASKET VEH C036	\$260.53
312246	11/09/2023	1692 FINAL TOUCH UPHOLSTERY	STRAPS VEH 0229	\$54.35
312247	11/09/2023	81 FNS COLLISION GROUP LLC	V7314 VEHICLE PAINT CONTRACT 23-004	\$10,081.95
312268	11/09/2023	8711 HUGHES FIRE EQUIPMENT INC	GAUGE VEH 0229	\$412.65

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312272	11/09/2023	3313 J & L HYDRAULICS	FITTING VEH 3731	\$18.43
312273	11/09/2023	2285 JIFFY CAR WASH, INC.	JIFFY CAR WASH MONTHLY SERVICE AND TWO DETAIL JOBS	\$1,804.40
312279	11/09/2023	2619 KENWORTH SALES COMPANY	FUEL FILTER VEH 4104	\$87.05
312287	11/09/2023	10561 LIQUIDSPRING LLC	STRUTS VEH 2002	\$1,226.12
312298	11/09/2023	10230 NATIONAL BARRICADE AND SIGN CO, LEGEND INVESTMENT	INV 900 NATIONAL BARRICADE	\$418.50
312309	11/09/2023	6241 PASCO TIRE FACTORY INC	TIRES VEH 2717	\$5,757.98
312321	11/09/2023	9107 RWC INTERNATIONAL LTD	FAN PULLEY TENSIONER VEH 5116	\$1,135.89
312331	11/09/2023	9797 SIGNS BY SUE	VEHICLE MARKING PD VEH 7305	\$3,098.64
312335	11/09/2023	9499 SOUNDOFF SIGNAL GSA, EMERGENCY TECHNOLOGY INC	LIGHTING VEH 2105	\$2,543.73
312352	11/09/2023	4283 TURF STAR - WESTERN	V3524 SOLENOID ASSEMBLY	\$219.39
312355	11/09/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$131.63
312386	11/22/2023	5050 ARG INDUSTRIAL	HYDRAULIC HOSE VEH 3523	\$217.02
312403	11/22/2023	2579 BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2023 FORD INTERCEPTOR PATROL VEH 7319	\$52,893.75
312414	11/22/2023	1310 COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	\$26,145.95
312416	11/22/2023	8852 COMMERCIAL TIRE	V4104 TIRE REPAIR	\$146.20
312420	11/22/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	FLOOR MATS VEH 7104	\$676.80
312422	11/22/2023	9415 CUMMINS INC	V4104 FLEETGUARD FILTER AND WATER SEPERATOR	\$172.85
312424	11/22/2023	9827 DAY WIRELESS SYSTEMS	2023 POLICE VEHICLE UPFIT VEH 7305	\$126,284.81
312430	11/22/2023	166 FARMERS EXCHANGE	ENGINE BLOCK AND GASKETS VEH P117	\$382.36
312438	11/22/2023	1775 GRAINGER	VSHOP GEN CONTACT CEMENT	\$90.43
312447	11/22/2023	8711 HUGHES FIRE EQUIPMENT INC	SEAL KITS VEH 2717	\$1,099.36
312452	11/22/2023	3313 J & L HYDRAULICS	V4100 SIGHT GAUGE	\$29.40
312462	11/22/2023	2357 MCCURLEY CHEVROLET INC	SENSOR VEH 5518	\$90.40
312463	11/22/2023	2254 MCMASTER-CARR SUPPLY COMPANY	HARDWARE VEH 3523	\$56.99
312470	11/22/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FILTER VEH 4316	\$980.58
312476	11/22/2023	4217 O'REILLY AUTO PARTS	V4104 AIR FILTER	\$741.73
312477	11/22/2023	3700 OFFICE DEPOT INC	CALENDARS AND PLANNER PURCHASING FLEET	\$20.16
312480	11/22/2023	6603 PAPE MACHINERY INC	HEAD GASKET AND HYDRAULIC REPAIRS VEH 0094	\$8,209.69
312482	11/22/2023	6241 PASCO TIRE FACTORY INC	V0093 FLAT REPAIR	\$491.20
312483	11/22/2023	241 PERFORMANCE SYSTEMS INTEGRATION	INV 700 FIRE EXTINGUISHERS AND INSPECTIONS	\$1,459.93
312504	11/22/2023	5320 SOLID WASTE SYSTEMS INC	V5100 SWIVEL JOINT AND SEAL KIT	\$479.55
312509	11/22/2023	7982 TITAN TRUCK EQUIPMENT	HANDLES VEH 6004	\$439.84
312514	11/22/2023	4283 TURF STAR - WESTERN	MOTOR VEH 3731	\$406.29
010 - Fund Activity Subtotal:				\$366,547.40
Total For Fund 501				\$378,821.92

Fund 502**000 - Fund Activity**

EFT	11/22/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- OCTOBER 2023	\$56.50
312224	11/09/2023	175	COLUMBIA BASIN PAPER & SUPPLY	INV 200 PINK HAND SOAP	\$438.28

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312231	11/09/2023	481 CROWN PAPER & JANITORIAL, SUPPLY	INV 200 CROWN JANITORIAL	\$1,309.62
312241	11/09/2023	5426 EWING IRRIGATION PRODUCTS, INC	INV 500 EWING	\$251.47
312252	11/09/2023	1775 GRAINGER	INV 200 GRAINGER	\$2,727.10
312298	11/09/2023	10230 NATIONAL BARRICADE AND SIGN CO, LEGEND INVESTMENT	INV 900 NATIONAL BARRICADE	\$4,475.61
312421	11/22/2023	5727 COSTCO ANYWHERE CITI VISA	INV 200 AUTO WASH	\$217.35
000 - Fund Activity Subtotal:				\$9,475.93
010 - Fund Activity				
312284	11/09/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2023	\$519.59
312378	11/22/2023	1526 ABADAN	COPIER MAINTENANCE - 2023	\$1,399.28
312459	11/22/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	\$2,640.77
010 - Fund Activity Subtotal:				\$4,559.64
Total For Fund 502				\$14,035.57
Fund 503				
010 - Fund Activity				
EFT	11/02/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$15.00
EFT	11/03/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$15.00
EFT	11/14/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$60.00
EFT	11/17/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$30.00
EFT	11/21/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$45.00
EFT	11/22/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$780.00
312228	11/09/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT BOB OLSON & MONTANA	\$7,464.05
312264	11/09/2023	8572 HIGH DESERT MAINTENANCE INC	REPAIR OF STREETS #154	\$2,994.45
312369	11/09/2023	2368 WESTERN SYSTEMS INC	REPLACE SIGNAL CABINET AT CANAL & EDISON	\$53,052.73
312418	11/22/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT 4TH & STEPTOE	\$4,462.14
312419	11/22/2023	9145 CONTINENTAL DOOR CO LLC	REPAIR STATION #5 BAY DOOR.	\$6,451.35
312434	11/22/2023	81 FNS COLLISION GROUP LLC	REPAIR OF KPD #7818	\$46,652.46
312435	11/22/2023	409 FRONTIER FENCE INC	REPAIR FENCE AT KPD	\$842.43
312442	11/22/2023	519 H&L AUTO GLASS LLC	REPLACE WINDSHIELD ON PARKS #3201	\$1,157.59
312446	11/22/2023	502 HSI WORKPLACE COMPLIANCE, SOLUTIONS, INC.	VIVID HR TRAINING	\$7,746.92
312461	11/22/2023	6876 MARSH & MCLENNAN COMPANIES INC	ADDITION OF NEW FIRE STATION #1 TO PROP. INSURANCE	\$8,329.00
312501	11/22/2023	680 SIERRA ELECTRIC, INC.	REPLACE DAMAGED LIGHT POLE AT BOB OLSON & FLORIDA	\$9,317.93
312531	11/22/2023	2368 WESTERN SYSTEMS INC	REPLACE DAMAGED RRFB AT 6TH & WASHINGTON	\$1,212.37
010 - Fund Activity Subtotal:				\$150,628.42
Total For Fund 503				\$150,628.42
Fund 611				
010 - Fund Activity				
312399	11/22/2023	4065 BERNA, LETA	LEOFF 1 PENSION	\$386.03

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312427	11/22/2023	5685 ECKERT, NANCY	LEOFF 1 PENSION	\$1,721.91
312439	11/22/2023	122 GRAVES, MARJORIE	LEOFF 1 PENSION	\$2,618.65
312487	11/22/2023	6700 PURDY, PAULA	LEOFF 1 PENSION	\$1,099.34
312492	11/22/2023	145 REMUS, LARRY J	LEOFF 1 PENSION	\$893.51
312498	11/22/2023	148 SHAW, LEONARD	LEOFF 1 PENSION	\$630.69
312502	11/22/2023	150 SLEATER, LARRY L	LEOFF 1 PENSION	\$1,467.49
312525	11/22/2023	152 VICKERMAN, THOMAS	LEOFF 1 PENSION	\$448.25
010 - Fund Activity Subtotal:				\$9,265.87
Total For Fund 611				\$9,265.87

Fund 612**010 - Fund Activity**

312192	11/09/2023	24 ADKINS, WILLIAM	RETIREE MEDICAL	\$164.90
312209	11/09/2023	185 BUCK, GARY E	RETIREE MEDICAL	\$164.90
312238	11/09/2023	1894 EASLING, CONNIE	RETIREE MEDICAL	\$164.90
312243	11/09/2023	41 FARNKOFF, ROBERT C	RETIREE MEDICAL	\$164.90
312244	11/09/2023	58 FEARING, DOUG	RETIREE MEDICAL	\$1,182.70
312250	11/09/2023	181 GIER, CHARLES W.	RETIREE MEDICAL	\$164.90
312251	11/09/2023	134 GONDERMAN, DAVID A	RETIREE MEDICAL	\$164.90
312255	11/09/2023	62 GROSS, ROBERT	RETIREE MEDICAL	\$164.90
312261	11/09/2023	455 HEIMBIGNER, MICHAEL	RETIREE MEDICAL	\$164.90
312265	11/09/2023	6744 HIRSCHER, ARTHUR D	RETIREE MEDICAL	\$104.90
312274	11/09/2023	3891 JOPLIN, ALAN	RETIREE MEDICAL	\$164.90
312275	11/09/2023	65 JUERGENSEN, CURT	RETIREE MEDICAL	\$164.90
312280	11/09/2023	60 KRAFT, JAMES	RETIREE MEDICAL	\$164.90
312288	11/09/2023	50 MACE, BILL	RETIREE MEDICAL	\$164.90
312289	11/09/2023	52 MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	\$164.90
312304	11/09/2023	142 O'HAIR, RONALD L	RETIREE MEDICAL	\$164.90
312311	11/09/2023	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
312318	11/09/2023	145 REMUS, LARRY J	RETIREE MEDICAL	\$139.50
312324	11/09/2023	1821 SCHARNHORST, DEAN	RETIREE MEDICAL	\$164.90
312328	11/09/2023	148 SHAW, LEONARD	RETIREE MEDICAL	\$164.90
312332	11/09/2023	150 SLEATER, LARRY L	RETIREE MEDICAL	\$164.90
312336	11/09/2023	66 SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	\$164.90
312351	11/09/2023	1318 TRIPP, GREG	RETIREE MEDICAL	\$164.90
312356	11/09/2023	152 VICKERMAN, THOMAS	RETIREE MEDICAL	\$164.90
312360	11/09/2023	8584 WAGNER, BRIAN	RETIREE MEDICAL	\$164.90
312364	11/09/2023	9944 WATERS, DENNIS	RETIREE MEDICAL	\$148.50
312370	11/09/2023	154 WILLEBY, DONALD R	RETIREE MEDICAL	\$6,739.54
312371	11/09/2023	2997 WILLIAMS, GARY	RETIREE MEDICAL	\$164.90

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312372	11/09/2023	9776 YADEN, MARK	RETIREE MEDICAL	\$164.90
010 - Fund Activity Subtotal:				\$12,241.84
Total For Fund 612				\$12,241.84
Fund 634				
010 - Fund Activity				
312226	11/09/2023	6375 COMPUNET INC	BIPIN SQL 2023 MAINTENANCE	\$6,505.70
312354	11/09/2023	1566 TYLER TECHNOLOGIES INC	BIPIN CONVERSION PROJECT MANAGEMENT	\$174,013.57
010 - Fund Activity Subtotal:				\$180,519.27
Total For Fund 634				\$180,519.27
Fund 642				
000 - Fund Activity				
312220	11/09/2023	1516 CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT - SEPTEMBER	\$2,127.77
312394	11/22/2023	14 BENTON COUNTY	METRO OT REIMBURSEMENT - OCTOBER	\$269.40
312412	11/22/2023	1516 CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT - OCTOBER	\$1,418.52
000 - Fund Activity Subtotal:				\$3,815.69
010 - Fund Activity				
312222	11/09/2023	1310 COLEMAN OIL COMPANY	FUEL EXPENSE BMW	\$36.65
312373	11/09/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$158.93
312513	11/22/2023	457 TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (NOV)	\$825.00
010 - Fund Activity Subtotal:				\$1,020.58
Total For Fund 642				\$4,836.27
Fund 888				
000 - Fund Activity				
EFT	11/22/2023	5000 COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	PCARD PURCHASES- OCTOBER 2023	\$58,946.89
000 - Fund Activity Subtotal:				\$58,946.89
Total For Fund 888				\$58,946.89
				\$5,723,760.59

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



I, Michele Hamada, Accounting Manager, 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.

Michele Hamada, Accounting Manager

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

Check Numbers 312175 through 312532:	\$5,496,857.15
Electronic Payments (EFT):	\$226,903.44
Total	\$5,723,760.59

City of Kennewick
Claims Roster by Fund/Division
11/1/2023 to 11/30/2023



CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	770,681.49
102	STREET FUND	31,634.89
103	ARTERIAL STREET FUND	174,122.29
106	BI-PIN OPERATIONS FUND	398,298.76
107	COMMUNITY DEVELOPMENT FUND	26,907.84
116	LODGING TAX FUND	112,039.56
117	CRIMINAL JUSTICE SALES TAX FND	231,542.53
118	HIDTA FIDUCIARY PROGRAM	140,936.83
119	CORONAVIRUS FISCAL RECOVERY FD	3,120.04
200	DEBT SERVICE FUND	2,247.27
300	CAPITAL IMPROVEMENTS FUND	410,667.81
303	URBAN ARTERIAL STREET FUND	718,827.59
371	GO BOND 2022 FUND	26,823.46
402	MEDICAL SERVICES FUND	50,934.68
403	BUILDING SAFETY FUND	11,829.67
405	STORMWATER UTILITY FUND	13,266.62
410	WATER AND SEWER FUND	1,790,583.21
501	EQUIPMENT RENTAL FUND	378,821.92
502	CENTRAL STORES FUND	14,035.57
503	RISK MANAGEMENT FUND	150,628.42
611	FIREMENS PENSION FUND	9,265.87
612	OPEB TRUST FUND	12,241.84
634	BI-COUNTY POLICE INFO NETWORK	180,519.27
642	METRO DRUG FORFEITURE FUND	4,836.27
888	RESIDUAL FUND	58,946.89
Total:		5,723,760.59

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	3700	OFFICE DEPOT INC	2024 CALENDARS FOR CITY HALL.	217.31
CITY COUNCIL	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	CATERING FOR COUNCIL WORKSHOP.	349.31
CITY COUNCIL	11079	PROCARD, OUR COOKIE HOUSE	REFRESHMENTS FOR NOVEMBER 6TH COUNCIL MEETING - RETIREMENT CELEBRATION.	68.48
City Council Subtotal:				\$635.10
CITY MANAGER	10158	PROCARD, CANVA	CANVA SUBSCRIPTION FOR DDOLLARHYDE.	12.99
CITY MANAGER	172	THE TRI-CITY HERALD	TRI-CITY HERALD SUBSCRIPTION FOR DDOLLARHYDE.	15.99
CITY MANAGER	6006	ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION FOR DDOLLARHYDE.	32.60
CITY MANAGER	11079	PROCARD, OUR COOKIE HOUSE	REFRESHMENTS FOR CITY HALL ACTIVE SHOOTER TRAINING.	130.44
CITY MANAGER	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	LUNCH MEETING FOR CITY MANAGER AND PORT OF KENNEWICK.	49.89
City Manager Subtotal:				\$241.91
RECREATION SERVICES	6620	STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING	31.53
RECREATION SERVICES	3717	AMAZON.COM	POPCORN SUPPLIES FOR KCC	99.99
RECREATION SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES FOR KCC	88.04
RECREATION SERVICES	3717	AMAZON.COM	COFFEE SUPPLIES FOR KCC	122.81
RECREATION SERVICES	999998	SUPERMEX EL PUEBLO	HALLOWEEN SUPPLIES FOR KCC	14.20
RECREATION SERVICES	3647	DOLLARTREE	FALL DECOR FOR KCC	55.15
RECREATION SERVICES	3717	AMAZON.COM	FALL DECOR & CREAMER FOR KCC	34.92
RECREATION SERVICES	3883	U R M CASH & CARRY	HALLOWEEN CANDY FOR KCC	29.64
RECREATION SERVICES	3883	U R M CASH & CARRY	POPCORN SUPPLIES FOR KCC	32.73
RECREATION SERVICES	3717	AMAZON.COM	OFFICE / POPCORN SUPPLIES FOR KCC	49.76
RECREATION SERVICES	3432	DOMINO'S PIZZA #07168	PIZZA FOR CONSULTANT MEETING	46.49
RECREATION SERVICES	7237	GOTPRINT.COM	BUSINESS CARDS FOR FRENCHIE GRANDMAISON	36.52
RECREATION SERVICES	7046	PROCARD, BAR*BARCODES INC	ZEBRA PRINTER TONER	304.36
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK MARKETING	146.35
RECREATION SERVICES	7145	UNITED VOLLEYBALL SUPPLY LLC	VOLLEYBALL FLOOR PLATES	213.14
RECREATION SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES	81.43
RECREATION SERVICES	3717	AMAZON.COM	CLEANING SUPPLIES	25.96
RECREATION SERVICES	1889	UNITED AIR LINES, INC.	CHECKED BAG FEE	70.00
RECREATION SERVICES	999998	THE FAIRMONT DALLAS	BRANDON'S HOTEL FOR NRPA	1,155.60
RECREATION SERVICES	4564	GOOGLE	YOUTUBE TV FOR PAVILION	79.34
RECREATION SERVICES	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL FEE	0.96
RECREATION SERVICES	999998	TYPEFORM, S.L.	SURVEY SUBSCRIPTION	64.14
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA FOR PAVILION	31.47

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION SERVICES	3870	WALGREEN	HALLOWEN CANDY	33.48
RECREATION SERVICES	8673	PROCARD, OTC BRANDS, INC.	GNOME TREASURES AND PRIZES	61.29
RECREATION SERVICES	3717	AMAZON.COM	VOLLEYBALL CART	124.86
RECREATION SERVICES	3717	AMAZON.COM	VOLLEYBALLS	547.54
RECREATION SERVICES	4638	HUBBY'S PIZZA	MANAGERS WORKING LUNCH	56.71
RECREATION SERVICES	3717	AMAZON.COM	KEYBOARD-MOUSE & CASE	80.40
RECREATION SERVICES	172	THE TRI-CITY HERALD	NEWSPAPER SUBSCRIPTION	20.99
RECREATION SERVICES	999998	DALLAS MARRIOTT DTWN	HOTEL FOR NRPA CONF	584.98
RECREATION SERVICES	999998	WWW.MADISONSEATING.COM	OFFICE CHAIR WITH SUPPORT	474.55
RECREATION SERVICES	3554	DELTA AIRLINES	FLIGHT FOR NRPA CONF	217.70
RECREATION SERVICES	3469	WESTIN HOTELS	HOTEL FOR TRAILS & PATH MEETING	293.73
Recreation Services Subtotal:				\$5,310.76
FACILITIES MAINTENANCE	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	76.48
FACILITIES MAINTENANCE	999998	AED SUPERSTORE	BRACKETS	128.27
FACILITIES MAINTENANCE	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	LSP SEWER PUMPS	26.06
FACILITIES MAINTENANCE	999998	DALLAS MARRIOTT DTWN	HOTEL FOR NRPA CONF	1,752.18
FACILITIES MAINTENANCE	9877	PROCARD, WASTE MGMT WM EZPAY	GARBAGE SERVICE	385.05
FACILITIES MAINTENANCE	999998	WWW.MADISONSEATING.COM	OFFICE CHAIR WITH SUPPORT	474.55
FACILITIES MAINTENANCE	3554	DELTA AIRLINES	FLIGHT FOR NRPA CONF	217.70
FACILITIES MAINTENANCE	3469	WESTIN HOTELS	HOTEL FOR PATH AND TRAILS MEETING	587.47
FACILITIES MAINTENANCE	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE-UNIFORM	83.66
FACILITIES MAINTENANCE	3554	DELTA AIRLINES	FLIGHT FOR PARKS AND TRAILS MEETING	471.40
FACILITIES MAINTENANCE	3469	WESTIN HOTELS	HOTEL FOR TRAILS & PATH MEETING	293.74
FACILITIES MAINTENANCE	999998	AMERICAN SPORTS BUILDERS	COURTS & REC SURFACES BOOK	75.95
Facilities Maintenance Subtotal:				\$4,572.51
ECONOMIC DEVELOPMENT	999998	HILTON VANCOUVER WA	HOTEL ROOM FOR KPEEL CDBG REVITALIZEWA CONFERENCE	406.94
ECONOMIC DEVELOPMENT	999998	HILTON VANCOUVER WA	HOTEL FOR RCARMICHAEL FOR REVITALIZEWA CONFERENCE	472.16
ECONOMIC DEVELOPMENT	8305	CONSTANT CONTACT INC	SMS MESSAGING TRIAL	1.82
ECONOMIC DEVELOPMENT	8305	CONSTANT CONTACT INC	EMAIL MANAGEMENT FOR MARKETING TO BUSINESSES	294.58
ECONOMIC DEVELOPMENT	10216	PROCARD, US BANK PREPAID CARDS	PHOTO CONTEST REWARD.	220.85
Economic Development Subtotal:				\$1,396.35
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES	66.80
Accounting Subtotal:				\$66.80
HUMAN RESOURCES	999998	INDEED JOBS	ADVERTISING EXPENSE FOR HR VACANCIES	526.11
HUMAN RESOURCES	999998	CC* ITE CAREER CENTER	ADVERTISING FOR HR VACANCY - TRAFFIC ENGINEER	469.00
HUMAN RESOURCES	999998	LUCIDCHART.COM/CHARGE	LUCID CHARTS ANNUAL MEMBERSHIP	103.70
HUMAN RESOURCES	488	APWA	WORKZONE JOB POSTING - TRAFFIC ENGINEER MANAGER	375.00

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
HUMAN RESOURCES	999998	WILEY	ADVERTISING FOR TRAFFIC ENGINEER MANAGER POSTING	985.00
HUMAN RESOURCES	777	WABO WASHINGTON ASSOCIATION, OF BUILDING OFFICIAL	BUILDING INSPECTOR VACANCY ADVERTISING	55.00
HUMAN RESOURCES	350	WFOA CONFERENCE	ADVERTISING FOR PAYROLL ACCOUNTANT VACANCY	250.00
HUMAN RESOURCES	350	WFOA CONFERENCE	ADVERTISING FOR ACCOUNTING SPECIALIST VACANCY	250.00
HUMAN RESOURCES	3185	GFOA	ADVERTISING FOR ACCOUNTING MANAGER VACANCY	150.00
HUMAN RESOURCES	9513	PROCARD, YOURMEMBER-CAREERS	ADVERTISING FOR BUILDING INSPECTOR VACANCY	399.00
HUMAN RESOURCES	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	LUNCH FOR HR SUPERVISOR TRAINING.	498.28
HUMAN RESOURCES	3700	OFFICE DEPOT INC	SUPPLIES FOR SUPERVISOR TRAINING.	172.77
HUMAN RESOURCES	6701	RED APPLE MARKET	REFRESHMENTS FOR HR SUPERVISOR TRAINING.	31.75
HUMAN RESOURCES	4642	STARBUCKS	REFRESHMENTS FOR HR SUPERVISOR TRAINING.	43.48
HUMAN RESOURCES	1211	FRED MEYER	PRIZE FOR HR BENEFITS FAIR.	31.95
Human Resources Subtotal:				\$4,341.04
CUSTOMER SERVICE	7237	GOTPRINT.COM	BUSINESS CARDS FOR CUSTOMER SERVICE	44.89
CUSTOMER SERVICE	7237	GOTPRINT.COM	BUSINESS CARDS FOR EMILY LYONS	36.52
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	13.53
Customer Service Subtotal:				\$94.94
CODE ENFORCEMENT	3717	AMAZON.COM	OFFICE SUPPLIES	33.03
CODE ENFORCEMENT	1380	WACE TREASURER, WA ASSOC CODE ENFORCEMENT	WACE MEMBER DUES	55.00
Code Enforcement Subtotal:				\$88.03
CITY ATTORNEY	999998	NCOURT*WABENTONDISTWP	COK V. FANNIN, RYAN & CRYSTAL - COMPLAINT FILING FEE 23-2-01942-03	250.00
CITY ATTORNEY	14	BENTON COUNTY	COK V. FANNIN, RYAN & CRYSTAL - LIS PENDENS RECORDING FEE 23-2-01942-03	210.64
CITY ATTORNEY	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	NAME PLATE FOR NEW ACA R. DEMORRIS	8.15
CITY ATTORNEY	7237	GOTPRINT.COM	BUSINESS CARDS FOR RICHARD DEMORRIS	27.39
City Attorney Subtotal:				\$496.18
CITY CLERK	7321	JIMMY JOHNS	NEW RECORDS PORTAL TRAINING-WORKING LUNCH	58.59
CITY CLERK	999998	BEST WESTERN ALDERWOOD	WAPRO FALL CONFERENCE HOTEL - BRANDI RALSTON	132.50
CITY CLERK	999998	BEST WESTERN ALDERWOOD	WAPRO FALL CONFERENCE HOTEL - KRYSTAL TOWNSEND	132.50
City Clerk Subtotal:				\$323.59
INFORMATION TECHNOLOGY	3717	AMAZON.COM	C BATTERIES - IT	20.12
INFORMATION TECHNOLOGY	3717	AMAZON.COM	PENS, NOTEBOOKS, BATTERIES, TAPE, STICKY NOTES	196.59
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	633.15
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(10) MINI USB HUB EXPANDERS	75.90
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ID BADGE PRINTER RIBBON	55.98

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	3717	AMAZON.COM	USB FEMALE TO FEMALE ADAPTERS	9.23
INFORMATION TECHNOLOGY	3717	AMAZON.COM	AA/AAA BATTERIES - IT	45.22
INFORMATION TECHNOLOGY	1476	TECHSMITH	SNAGIT ANNUAL MAINT PLAN	11.74
INFORMATION TECHNOLOGY	999998	PROJECT MGMT INSTITUTE	PMI MEMBERSHIP RENEWAL - CODY LEWIS	186.09
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	72.40
INFORMATION TECHNOLOGY	2432	CHARTER COMMUNICATIONS	SPECTRUM CABLE CONNECTION - CITY MGR OFFICE - SERVICE FEE	1.01
INFORMATION TECHNOLOGY	716	CDW GOVERNMENT, INC.	NESSUS MAINTENANCE RENEWAL	3,545.29
INFORMATION TECHNOLOGY	10646	NEXVORTEX	MONTHLY PHONE LINE CHARGES	388.56
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LABEL MAKER LABELS	208.30
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(2) TOUCHSCREEN STYLUS - IT	23.90
INFORMATION TECHNOLOGY	716	CDW GOVERNMENT, INC.	(2) USB HID BADGE READERS	53.70
INFORMATION TECHNOLOGY	3869	HAMPTON INNS	ACCIS CONF - HOTEL - CODY LEWIS	827.45
INFORMATION TECHNOLOGY	3869	HAMPTON INNS	ACCIS CONF - HOTEL - JOHN BARADA	827.45
Information Technology Subtotal:				\$7,182.08
PLANNING	1566	TYLER TECHNOLOGIES INC	A. VON MOOS: TYLER UNIVERSIT ENERGOV LEARNING LAB	690.00
PLANNING	3700	OFFICE DEPOT INC	OFFICE DEPOT: 2024 BUILDING/PLANNING CALENDARS	191.47
PLANNING	924	AMERICAN PLANNING ASSOCIATION	A. PIPER: APA-WA CHAPTER PROFESSIONAL MEMBERSHIP	121.00
PLANNING	9665	PROCARD, THE DAVENPORT GRAND HO	M. HALTSKY: APA WA CONFERENCE LODGING	468.18
PLANNING	9665	PROCARD, THE DAVENPORT GRAND HO	A PIPER: APA WA CHAPTER CONFERENCE LODGING	468.18
PLANNING	9665	PROCARD, THE DAVENPORT GRAND HO	J. LARIS: APA/WA CONFERENCE LODGING	431.12
PLANNING	999998	WOODLANDMFG	M. HALITSKY: HPC HISTORIC REGISTER BRONZE PLAQUE	471.21
PLANNING	3700	OFFICE DEPOT INC	M DIDIER: MISC. OFFICE SUPPLIES - CERT. FRAMES & BINDERS	71.59
Planning Subtotal:				\$2,912.75
KPD-ADMINISTRATION	3242	ALASKA AIRLINES	HITDA EXECUTIVE BOARD MEETING	60.01
KPD-ADMINISTRATION	999998	UBER TRIP	TRANSPORTATION FOR HITDA EXECUTIVE BOARD MEETING	146.24
KPD-ADMINISTRATION	4913	RPS - PASCO	PARKING / HITDA EXECUTIVE BOARD MEETING	13.00
KPD-ADMINISTRATION	2432	CHARTER COMMUNICATIONS	BASIC CABLE SERVICES	568.50
KPD-Administration Subtotal:				\$787.75
KPD-CRIMINAL INVESTIGATION	999998	JERSEY MIKES 18052	DINNER FOR CID DURING ARTHUR AMAYA HOMICIDE	103.75
KPD-CRIMINAL INVESTIGATION	4551	BURGER KING #11453 Q07	DINNER FOR CID DURING LATE ROBBERY INVESTIGATION	61.90
KPD-CRIMINAL INVESTIGATION	9883	PROCARD, DOMINO'S 7165	DINNER FOR CRIME LAB TEAM DURING HOMICIDE INVESTIGATION	77.13
KPD-CRIMINAL INVESTIGATION	10901	PROCARD, LA POSADA MEXICAN GRILL	LUNCH FOR SWAT DURING PROTRACTED HOMICIDE INVESTIGATION	314.90
KPD-CRIMINAL INVESTIGATION	999998	JERSEY MIKES ONLINE ORDE	LUNCH FOR CRIME LAB/CID DURING PROTRACTED HOMICIDE INVESTIGATION	222.91
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	NIBIN SUPPLIES	90.18
KPD-CRIMINAL INVESTIGATION	999998	BEVEL GARDNER ASSOCIATES	CLASS TUITION FOR DET HENRY- BLOOD STAIN PATTERN ANALYSIS	695.00

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
KPD-CRIMINAL INVESTIGATION	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICE	389.97
			KPD-Criminal Investigation Subtotal:	\$1,955.74
KPD-PATROL	430	INVISIO COMMUNICATIONS INC	CABLE FOR SWAT HEADSET	502.60
			KPD-Patrol Subtotal:	\$502.60
KPD-STAFF SERVICES	5257	WAPRO	FALL CONFERENCE	200.00
KPD-STAFF SERVICES	999998	BEST WESTERN ALDERWOOD	ASHLEY LODGING- WAPRO	132.50
KPD-STAFF SERVICES	999998	BEST WESTERN ALDERWOOD	CINDY POWELL LODGING- WAPRO	132.50
KPD-STAFF SERVICES	8106	PROCARD, POSITIVE CONCEPTS INC	SECTOR PAPER	520.00
KPD-STAFF SERVICES	10642	5.11, INC.	NEW HIRE UNIFORM ITEMS	353.28
			KPD-Staff Services Subtotal:	\$1,338.28
KPD-SPECIAL SERVICES	10944	PROCARD, STREETPARKING	KPD FITNESS APP	16.31
KPD-SPECIAL SERVICES	9860	PROCARD, PAYPAL	OVERPAYMENT REFUND FOR A JAKET	(24.99)
KPD-SPECIAL SERVICES	9860	PROCARD, PAYPAL	REFUND FOR OVERPAYMENT FOR JACKET	(3.34)
KPD-SPECIAL SERVICES	3717	AMAZON.COM	UNIFORM SHOES	172.86
KPD-SPECIAL SERVICES	10642	5.11, INC.	QUARTERMASTER SUPPLIES	220.12
KPD-SPECIAL SERVICES	3717	AMAZON.COM	QUARTERMASTER SUPPLIES	86.91
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRE	166.30
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRES	2,482.01
KPD-SPECIAL SERVICES	10900	PROCARD, CATO INSTITUTE	QUARTERMASTER SUPPLIES	105.00
KPD-SPECIAL SERVICES	5782	HOBBY-LOBBY #457	CHIPS SUPPLIES	28.24
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	260.88
			KPD-Special Services Subtotal:	\$3,510.30
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION 4 LIGHT BULBS FOR READING LIGHTS	16.84
FIRE ADMINISTRATION	3717	AMAZON.COM	REPLACEMENT WHEELS FOR MOP BUCKET	16.71
FIRE ADMINISTRATION	999998	BLUE ELK INN	WA FIRE CHIEFS ADMIN CONF. LODGING - AMY MARTIN	93.41
FIRE ADMINISTRATION	3700	OFFICE DEPOT INC	ADMIN. OFFICE SUPPLIES	38.03
			Fire Administration Subtotal:	\$164.99
FIRE SUPPRESSION	3717	AMAZON.COM	BOOT LACES FOR UNIFORM BOOTS	2.61
FIRE SUPPRESSION	3717	AMAZON.COM	EXTINGUISHER PULL PINS, PREVENTS ACCIDENTAL DISCHARGE	42.28
FIRE SUPPRESSION	3717	AMAZON.COM	OPERATIONS, WINDOW MARKERS, HEADSET HOLDER, VOLTAGE TESTER	48.34
FIRE SUPPRESSION	3717	AMAZON.COM	REFUND RETURN FOR WRONG ITEMS SHIPPED	(45.16)
FIRE SUPPRESSION	3717	AMAZON.COM	CUTTING BLADES FOR VEHICLE EXTRICATION, 4.5" GRINDERS	82.16
FIRE SUPPRESSION	3717	AMAZON.COM	LUBRICANT FOR HOLMOTRO RESCUE TOOLS	30.44
FIRE SUPPRESSION	3717	AMAZON.COM	ELASTIC CORD TO REPAIR HOSE BED COVERS	46.39
FIRE SUPPRESSION	999998	FELD FIRE	GAUGES FOR 'MAN VERSUS MACHINE'	109.00
FIRE SUPPRESSION	3717	AMAZON.COM	TEFLON TAPE, E1811 'MAN VERSUS MACHINE'	9.22

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE SUPPRESSION	3717	AMAZON.COM	REFUND FROM AMAZON	(68.47)
FIRE SUPPRESSION	3717	AMAZON.COM	WATERPROOF CASE FOR E1811 EQUIPMENT	41.64
FIRE SUPPRESSION	999998	ALLS HANDS FIRE EQUIPMENT	TWO HI-LIFT JACKS BUT NOT WITH CORRECT SHIPPING	589.97
FIRE SUPPRESSION	999998	ALLS HANDS FIRE EQUIPMENT	CORRECTED SHIPPING CHARGES FROM INVOICE 4277203361001	75.01
FIRE SUPPRESSION	999998	IN *FOWLER FIRE LLC	FIRE OFFICER 1 REGISTRATION (QTY. 4)	2,325.00
FIRE SUPPRESSION	999998	IN *FOWLER FIRE LLC	FIRE OFFICER 1 REGISTRATION (QTY.1)	465.00
Fire Suppression Subtotal:				\$3,753.43
FIRE PREVENTION/INVESTIGATION	999998	COLUMBIA CLEANERS	FIRE PREVENTION OPEN HOUSE	48.92
FIRE PREVENTION/INVESTIGATION	3223	WALMART SUPERCENTER	FIRE PREVENTION OPEN HOUSE SUPPLIES	82.71
FIRE PREVENTION/INVESTIGATION	5526	VISTAPR*VISTAPRINT.COM	FIRE PREVENTION FRAMED PRINTS	147.81
FIRE PREVENTION/INVESTIGATION	999998	HP *HP.COM STORE	REPLACEMENT INK CARTRIDGE	206.52
Fire Prevention/Investigation Subtotal:				\$485.96
ENGINEERING	10182	PROCARD, ASSOCIATION OF WASHINGTON	AWC - IACC CONFERENCE J.LUSTIG & H. MELLOTT	350.00
ENGINEERING	999998	HIVIS & SUMMIT SAFETY	HIVIS - SAFETY VESTS	88.48
ENGINEERING	999998	IN *MAX BRANDING AND DESI	MAX BRANDING - VESTS SCREENPRINT	16.34
ENGINEERING	3717	AMAZON.COM	AMAZON - CUTTING BLADE	26.08
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS BRIDGER OWEN	36.52
ENGINEERING	5491	WWW.LINKEDIN.COM	LINKEDIN SUBSCRIPTION RENEWAL FEE - RYAN DURHAM	352.06
Engineering Subtotal:				\$869.48
GF-NONDEPARTMENTAL	3883	U R M CASH & CARRY	SUPPLIES FOR 2023 EMPLOYEE PANCAKE BREAKFAST SPONSORED BY DEPARTMENT DIRECTORS.	165.06
GF-NONDEPARTMENTAL	999998	CHEFSTORE 7575	SUPPLIES FOR 2023 EMPLOYEE PANCAKE BREAKFAST SPONSORED BY DEPARTMENT DIRECTORS.	344.60
GF-NONDEPARTMENTAL	904	COUNTRY GENTLEMAN RESTAURANT, AND CATERING	NEW EMPLOYEE BREAKFAST.	450.59
GF-NONDEPARTMENTAL	3325	YOKE'S FRESH MARKET	SUPPLIES FOR 2023 EMPLOYEE PANCAKE BREAKFAST SPONSORED BY DEPARTMENT DIRECTORS.	152.27
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	REGIONAL CHAMBER LUNCHEON REGISTRATION.	90.00
GF-NONDEPARTMENTAL	6701	RED APPLE MARKET	SUPPLIES FOR 2023 EMPLOYEE PANCAKE BREAKFAST SPONSORED BY DEPARTMENT DIRECTORS.	46.90
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	ANNUAL STATE OF THE CITIES LUNCHEON.	240.00
GF-NONDEPARTMENTAL	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	VISIT TRI-CITIES ANNUAL MEETING LUNCHEON REGISTRATION.	240.00
GF-NONDEPARTMENTAL	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	REFUND FOR VISIT TRI-CITIES ANNUAL MEETING LUNCHEON.	(240.00)
GF-Nondepartmental Subtotal:				\$1,489.42
001 - GENERAL FUND Total:				\$42,519.99
102 - STREET FUND				
TRAFFIC	999998	OSU CIVIL CONSTR ENGR	TRAFFIC SAFETY WORKSHOP - K. BIRSNER	200.00

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
TRAFFIC	999998	INST OF TRANSP ENG	UNIVERSAL ACCESS FOR SEPARATED BIKEWAYS WEBINAR- SORIN JUSTER	20.00
Traffic Subtotal:				\$220.00
102 - STREET FUND Total:				\$220.00
106 - BI-PIN OPERATIONS FUND				
FUND ACTIVITY	999998	GOTOCOM	GOTORESOLVE PORTAL SUBSCRIPTION - BIPIN	1,304.40
Fund Activity Subtotal:				\$1,304.40
106 - BI-PIN OPERATIONS FUND Total:				\$1,304.40
117 - CRIMINAL JUSTICE SALES TAX FND				
CITY ATTORNEY	999998	BEST WESTERN ALDERWOOD	HOTEL - WAPRO FALL CONFERENCE - L. SANGUINO	132.50
CITY ATTORNEY	7237	GOTPRINT.COM	BUSINESS CARDS FOR RICHARD DEMORRIS	9.13
CITY ATTORNEY	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	NAME PLATE FOR NEW ACA R. DEMORRIS	2.72
City Attorney Subtotal:				\$144.35
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CONNECTION	580.00
KPD-PATROL	592	DETECTACHEM INC	FIELD TEST KITS FOR FENTANYL	1,429.75
KPD-PATROL	3325	YOKE'S FRESH MARKET	COFFEE W/A COP REFRESHMENTS	21.20
KPD-Patrol Subtotal:				\$2,030.95
117 - CRIMINAL JUSTICE SALES TAX FND Total:				\$2,175.30
371 - GO BOND 2022 FUND				
FUND ACTIVITY	3717	AMAZON.COM	NO CORE TOILET PAPER HOLDERRS	37.68
FUND ACTIVITY	3717	AMAZON.COM	NEW STATION 1 SUPPLIES, CHARGING CABLES, SHARPENER	61.91
FUND ACTIVITY	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	MOUNTING HARDWARE EXTRACTOR SOAP DISPENSER	5.45
FUND ACTIVITY	15	HARBOR FREIGHT TOOLS	NEW STATION 1 TOOLBOX	384.19
FUND ACTIVITY	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	ITEMS FOR NEW STATION 1	28.00
FUND ACTIVITY	3717	AMAZON.COM	ITEMS FOR NEW STATION 1, CAPT. JOHNSON REQUESTED	136.32
FUND ACTIVITY	3717	AMAZON.COM	FS#1 - MISC. ADMIN. SUPPLIES	113.84
FUND ACTIVITY	3239	TARGET STORES	FS#1 RESTROOM SHELVES	275.01
FUND ACTIVITY	999998	ETSY, INC.	FS#1 - WALL DECOR	20.71
FUND ACTIVITY	3717	AMAZON.COM	WIRELESS KEYBOARD/MOUSE, HDMI EXTENDER - FIRE STATION 1	202.81
FUND ACTIVITY	3292	BEST BUY	LOGITECH WEBCAM - FIRE STATION 1	76.08
FUND ACTIVITY	3717	AMAZON.COM	WEBCAM WALL MOUNT - FIRE STATION 1	29.23
FUND ACTIVITY	716	CDW GOVERNMENT, INC.	(2) USB HID BADGE READERS	53.70
Fund Activity Subtotal:				\$1,424.93
371 - GO BOND 2022 FUND Total:				\$1,424.93
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	999998	BLUE ELK INN	WA FIRE CHIEFS ADMIN CONF. LODGING - AMY MARTIN	93.40

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	3717	AMAZON.COM	BOOT LACES FOR UNIFORM BOOTS	14.77
FUND ACTIVITY	3717	AMAZON.COM	STATION 4 LIGHT BULBS FOR READING LIGHTS	16.84
FUND ACTIVITY	3717	AMAZON.COM	REPLACEMENT WHEELS FOR MOP BUCKET	16.71
Fund Activity Subtotal:				\$141.72
402 - MEDICAL SERVICES FUND Total:				\$141.72
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	L. MEDINA: ICC COMM. MECHANICAL INSPECTOR EXAM	230.00
FUND ACTIVITY	999998	FP HOTEL PARTNERS LLC	L. MEDINA: ICC COMM. MECHANICAL INSPECTOR EXAM LODGING	829.35
FUND ACTIVITY	3700	OFFICE DEPOT INC	OFFICE DEPOT: 2024 BUILDING/PLANNING CALENDARS	191.47
Fund Activity Subtotal:				\$1,250.82
403 - BUILDING SAFETY FUND Total:				\$1,250.82
405 - STORMWATER UTILITY FUND				
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FENCE BOARDS - STORMWATER	21.52
Fund Activity Subtotal:				\$21.52
405 - STORMWATER UTILITY FUND Total				\$21.52
410 - WATER AND SEWER FUND				
FUND ACTIVITY	3700	OFFICE DEPOT INC	OFFICE DEPOT - OFFICE CHAIR A. BOLT	163.04
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	WA STATE DOL - PE LICENSE - C. SHANNON	116.00
FUND ACTIVITY	3292	BEST BUY	(2) 43" MONITORS - BOB BEPPLE	608.70
FUND ACTIVITY	3292	BEST BUY	(2) HDMI CABLES - BOB BEPPLE	23.89
FUND ACTIVITY	3717	AMAZON.COM	USB LAPTOP CAR POWER ADAPTERS (2)	107.60
FUND ACTIVITY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE FOR BINARYFORTRESS TRANSACTION	0.92
FUND ACTIVITY	10179	PROCARD, BINARY FORTRESS SOFTWARE	DISPLAYFUSION FOR ALLEN BOLT/AUSTIN MEYER	61.20
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	WHEEL BARROW TO MOVE MATERIAL TO BACK EASEMENT - WATER DISTRIBUTION	151.09
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	SOD FOR 5411 W. ARROWHEAD AVENUE - WATER DISTRIBUTION	26.02
FUND ACTIVITY	3717	AMAZON.COM	2-QTY. 120-VOLT FLASHLIGHT WITH AC/12V DC CORD/MOUNTING RACK - WWTP	382.60
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	SOD FOR 1107 W. 5TH AVENUE - WATER DISTRIBUTION	43.37
FUND ACTIVITY	3717	AMAZON.COM	10 INCH 22.5 LB/100 N GAS SHOCK STRUTS FOR TOOL BOX - WWTP	26.72
FUND ACTIVITY	999998	USPS PO 5440320336	CERTIFIED MAIL FOR LATECOMER LETTERS - MARTIN NELSON	70.40
FUND ACTIVITY	710	SANDY'S TROPHIES INC	PUBLIC WORKS TROPHY ENGRAVING - HORSESHOE TOURNAMENT	16.34
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	RECALL AMOUNT REFUND - WATER DISTRIBUTION	(85.39)
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	CONCRETE FOR THE THRUST BLOCKS - WATER DISTRIBUTION	894.53
FUND ACTIVITY	3717	AMAZON.COM	CALENDAR ORDER FOR PUBLIC WORKS CREWS	814.72
FUND ACTIVITY	3883	U R M CASH & CARRY	LAB CLEANING SUPPLIES FOR WTP	10.03

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	7237	GOTPRINT.COM	BUSINESS CARDS FOR ROBERT PLUCKER	36.52
FUND ACTIVITY	10182	PROCARD, ASSOCIATION OF WASHINGTON	AWC - IACC CONFERENCE J.LUSTIG & H. MELLOTT	350.00
FUND ACTIVITY	999998	IN *MAX BRANDING AND DESI	MAX BRANDING - VESTS SCREENPRINT	49.00
Fund Activity Subtotal:				\$3,867.30
410 - WATER AND SEWER FUND Total:				\$3,867.30
501 - EQUIPMENT RENTAL FUND				
FUND ACTIVITY	999998	TANKMAX	DRIVE SHAFTS VEH 2801 WO 6191	115.87
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REGISTRATION VEHICLES 5307 7308 7309 7329	254.41
FUND ACTIVITY	999998	TANKMAX	DRIVE LINES VEH 2801	586.00
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEH 3006	13.65
FUND ACTIVITY	3717	AMAZON.COM	SEAT BELT EXTENDER VEH 0228 WO 6039	35.83
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REGISTRATION VEHICLES 7310 7311 7312 7313 7314 7315	381.62
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REGISTRATION VEHICLES 7316 AND 7317	127.21
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEH 5004	13.65
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REGISTRATION VEH 7318 AND LOST TITLE VEH 7814	100.17
FUND ACTIVITY	999998	SQ *BIG SKY SPECIALIZED C	TRANSPORT ON PURCHASE OF JOHN DEERE TRACTOR	3,750.00
Fund Activity Subtotal:				\$5,378.41
501 - EQUIPMENT RENTAL FUND Total:				\$5,378.41
503 - RISK MANAGEMENT FUND				
FUND ACTIVITY	999998	CARDIO PARTNERS INC	AED PADS.	410.89
Fund Activity Subtotal:				\$410.89
503 - RISK MANAGEMENT FUND Total:				\$410.89
642 - METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	3717	AMAZON.COM	RADIO BATTERIES (X2, XTS 2500)	51.13
FUND ACTIVITY	999998	USPS PO 5471400352	POSTAGE EXPENSE (TF23-096-1)	9.22
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (BATTERIES); OPERATING SUPPLIES (RADIO CHARGER, XTS 5000)	42.71
FUND ACTIVITY	999998	USPS PO 5471400352	POSTAGE EXPENSE (TF22-071-1)	18.44
FUND ACTIVITY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE (WIDEANGLESOFTWARE, DROID TRANSFER)	0.53
FUND ACTIVITY	999998	WIDEANGLESOFTWARE.COM	OFFICE SUPPLIES ("DROID TRANSFER" SOFTWARE FOR ANDROID TEXT MESSAGES)	35.00
FUND ACTIVITY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE (COPYTRANS, COPYTRANS CONTACTS)	0.30
FUND ACTIVITY	10177	PROCARD, A1 WWW.COPYTRANS.NET	OFFICE SUPPLIES ("COPYTRANS CONTACTS" SOFTWARE FOR IOS TEXT MESSAGES)	19.99
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (TWIST TIES, USB DRIVES)	54.29

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
Fund Activity Subtotal:				\$231.61
642 - METRO DRUG FORFEITURE FUND Total:				\$231.61
Grand Total:				\$58,946.89

City of Kennewick
PCard Roster by Fund
10/1/2023 to 10/31/2023



I, Michele Hamada, Accounting Manager, 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.

A handwritten signature in black ink that reads "Michele Hamada".

Michele Hamada, Accounting Manager

Council Agenda Coversheet	Agenda Item Number: 4.d. Council Date: 12/19/2023	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Payroll Roster for PPE 11/30/2023 Department: Finance Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends that Council approve the Payroll Roster. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 11/30/2023. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> Total: \$3,666,589.73		
<u>Attachments:</u> 1. Payroll Roster		

December 19, 2023

All Departments:

November 30, 2023

ADMINISTRATIVE TEAM	2,009.29
CITY COUNCIL	4,025.00
CITY MANAGER	22,364.50
CIVIL SERVICE	2,895.05
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	32,043.56
EMPLOYEE & COMMUNITY RELATIONS	51,770.71
ENGINEERING	54,169.97
FACILITIES & GROUNDS	91,516.46
FINANCE	63,744.24
FIRE	191,802.27
LEGAL SERVICES	25,636.39
MANAGEMENT SERVICES	108,942.28
POLICE	1,059,252.72
Subtotal General Fund	1,710,172.44
STREETS	24,563.65
TRAFFIC	25,220.75
Subtotal Street Fund	49,784.40
BI-PIN	11,226.07
BUILDING SAFETY	51,994.12
COMMUNITY DEVELOPMENT	2,978.67
CRIMINAL JUSTICE	187,047.74
EQUIPMENT RENTAL	14,508.08
MEDICAL SERVICES	706,965.76
RISK MANAGEMENT	4,078.73
STORMWATER UTILITY	23,186.32
WATER & SEWER	153,574.92
Subtotal Other Funds	1,155,560.41
Total Salaries and Wages	2,915,517.25
<u>Benefits:</u>	
Dental Insurance	22,136.95
Industrial Insurance	52,713.65
Medical Insurance	336,540.67
Medical Retirement Account	3,262.50
Retirement	173,604.09
Social Security (FICA)	153,666.10
Vision Insurance	3,557.76
WA Family Leave	5,590.76
Total Benefits	751,072.48
Grand Total	<u><u>\$3,666,589.73</u></u>

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$3,666,589.73 comprised of check numbers 76806 through 77005 and direct deposit numbers 219374 through 219838.

Approved for payment:



Michele Hamada, Interim Accounting Manager

Council Agenda Coversheet	Agenda Item Number: 4.e. Council Date: 12/19/2023	Category: Consent Agenda			
	Agenda Item Type: Contract/Agreement/Lease Subject: Ferguson AMI Contract - Phase 2 Department: Public Works Ord/Reso # Project # P1822 Contract # Permit #				
<u>Recommendation</u> That the City Council authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System - Phase 2. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the agreement with Ferguson Enterprises for the Advanced Metering Infrastructure (AMI) System - Phase 2. <u>Summary</u> The agreement with Ferguson Enterprises provides for the installation of the Advanced Metering Infrastructure (AMI) System - Phase 2. The AMI - Phase 1 project was recently completed and included: - Backbone communications network (aka Base Stations and associated FlexNet system) - New Badger meter & radio transmitter installations (sends individual meter info to the network) - Retrofitted existing compatible meters with a radio transmitters AMI - Phase 2 will consist of: - New Badger meter & radio transmitter installations for approximately 11,319 locations (a little less than 1/2 of the City's meters) The total cost for Phase 2 is \$3,315,687.14 <u>Alternatives</u> None recommended <u>Fiscal Impact</u> <table> <tr> <td>Water/ Sewer Enterprise Fund</td> <td>Total</td> <td>\$3,315,687.14</td> </tr> </table>			Water/ Sewer Enterprise Fund	Total	\$3,315,687.14
Water/ Sewer Enterprise Fund	Total	\$3,315,687.14			
<u>Attachments:</u> 1. Contract					

CITY OF KENNEWICK
PROJECT NO.1822
ADVANCED METERING INFRASTRUCTURE SYSTEM
FERGUSON ENTERPRISES
AMI CONTRACT
2024

City of Kennewick

AUTOMATED METER READING SYSTEM EQUIPMENT AND SERVICES CONTRACT

THIS CONTRACT ("Contract") by and between City of Kennewick and Ferguson Enterprises, LLC with its place of business at 210 W 6th Ave Kennewick, WA 99336 ("Ferguson" or "Contractor") (individually a "Party" and collectively the "Parties") is effective upon the later date of execution of this Contract by the City and Contractor ("Effective Date").

WITNESSETH:

WHEREAS, the Contractor has represented to the City it has the specialized expertise and experience necessary to properly provide the Equipment and Implementation Services for a fully functioning Advanced Metering Infrastructure (AMI) System, as further defined, and required by this Contract, in a timely manner and that its proposal includes all of the functions and features required for the Equipment and Implementation Services; and

WHEREAS, the City has accepted the Contractor's offer to provide the Equipment and Implementation Services in accordance with the Contract Documents as defined herein.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. The City shall have the right to purchase the Equipment and Implementation Services, as defined herein, in accordance with the unit prices set forth in this Contract including Attachment B. It is understood this Agreement Phase 2 of the Project only and the Agreement for Phase 1 shall continue to remain in full force and effect.

The further terms and conditions of this Contract are set forth in the following Contract Documents, each of which is attached hereto and are made part of the Contract by this reference in the following order of precedence:

1. Future Contract Amendments/Change Orders.
2. This Contract including Attachments.
3. The Contractor's AMI Proposal to the City (cover letter dated January 21, 2020).
4. The City's Request for Proposals (RFP; dated December 6, 2019).

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

EXECUTED THIS _____ day of _____, _____

CITY OF KENNEWICK, WASHINGTON

Ferguson Enterprises, LLC

Marie Mosley
City Manager

James Adams
General Manager
24025 Snohomish-Woodinville RD
Woodinville, WA 98072
(502)794-8977

ATTEST:

Terri L Wright
City Clerk

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

ADVANCED METER READING SYSTEM EQUIPMENT AND SERVICES CONTRACT

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the City's determination that the Contractor's work has been completed in accordance with the Contract.

AMI: Advanced Metering Infrastructure Reading System. For the purpose of these Contract Documents, this refers to the AMI system provided by Sensus Metering Systems, consisting of all FlexNet system components, tower gateway basestation, regional network interface, meter transmitters, installation tools and equipment, licensed software (including Sensus' Analytics), and all other related components.

Available Meter: A City meter connected to a fully functioning meter transmitter (also known as an endpoint or SmartPoint), that is used in calculating the read rate during a Billing Window. An available meter satisfies all of the following criteria:

- a. It is installed in compliance with the procedures and specifications approved by and provided to the City in writing by the Contractor.
- b. It functions properly, is not damaged, and does not fail to transmit meter reading information during a Billing Window.
- c. It is serviced by a TGB, FNP, or other network equipment that has not been subjected to a power failure greater than eight (8) continuous hours during a Billing Window.
- d. Neither it, nor the TGB, FNP, or any other network equipment that serves that meter has been affected by a Force Majeure event.
- e. Interference or jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter transmitter, provided the Contractor is diligently working to effect a cure and provides a weekly status report.
- f. It is installed in a mutually agreed upon coverage area of the City, as defined in the Contractor's propagation study.
- g. It has not been reported by the City under the maintenance service agreement with the Contractor, unless the Parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally.
- h. Its functioning or performance has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the City.

Billing Window: A three-to-four-day period beginning one to two days prior to, and ending two days following, the City's preferred billing day for a particular meter.

Change Documentation: A written document agreed upon by the Contractor and the City, which if it creates a

material change to the Contract terms or Specifications shall be executed as a Change Order.

Change Order: A written change to the Contract modifying, deleting or adding to the terms, conditions, or scope of work, signed by the City with or without notice to the sureties.

Commissioning Period: The period beginning with training and concluding with performance testing and final acceptance.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the City and the Contractor for completion of the Work under the Contract.

Contract Price: The total amount payable by the City to the Contractor for performance of the Work in accordance with the Contract.

Contract Schedule: The schedule for the Contractor's provision of the Equipment and Services, and attached as Attachment C.

Contract Time: The total time for the Contractor to perform the Work as set out in the Contract Schedule.

Day: Calendar day.

City: City of Kennewick, a water-sewer City existing pursuant to Title 57 RCW, as the party contracting with the Contractor to receive the Equipment and Services or the Work under this Contract.

Documentation: Technical publications relating to the use of the software or services to be provided by the Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the City.

Equipment and Implementation Services: The furnishing of materials, equipment, custom software, consulting, design, labor, time, and effort by the Contractor during the installation and initial operation of the supplied AMI system during the contract term.

Ferguson or The Contractor: The corporation contracting with the City to provide the Equipment and Services or perform the Work under this Contract.

Final Acceptance: The date as of when the City acknowledges that the Contractor has performed the Work through installation as defined in Section 2.10 herein.

FlexNet: The AMI system provided by Sensus Metering Systems.

FlexNet Network Portal (FNP): Also referred to as a repeater. A pole-mounted unit with simple store and forward capability that communicates directly to a TGB.

Force Majeure: Means an event that is unforeseeable as of the Effective Date and that is beyond the reasonable control of the Contractor and the City and includes but is not limited to:

- Natural disasters declared by the governor of Washington or President of the United States, including but not limited to earthquakes.
- Acts or omissions of any government entity acting within its governmental capacity.
- Fire or other casualty for which the Contractor or its Subcontractors and/or Contractors are not responsible.
- Quarantine or epidemic
- Strike or defensive lockout
- Unusually Severe Weather Conditions.

Meter Transmitter: Also referred to as a transmitter unit, an endpoint, or a Sensus SmartPoint. The radio transmitter installed at a given meter location to transmit information from the meter register to the FlexNet system.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City or the Contractor, as applicable, to manage the project on a daily basis and who may represent the City or the Contractor respectively for Contract administration.

Integration Specialist: Individual designated by Ferguson to work with Sensus, Eden, City of Kennewick and in the future Munis to integrate import/export files to facilitate the population of information into Sensus Analytics as well as provide files to facilitate the transfer of reads into Enhance for the purpose of providing water billing.

Proposal: The Contractor's direct proposal (cover letter dated January 21, 2020) to the City and all submissions by the Contractor and Sensus Metering Systems in response to the City's RFP.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Regional Network Interface (RNI): Equipment and Sensus' Analytics software used to gather, store, and report data collected from meter transmitters and TGBs that are part of the FlexNet system. The Analytics software operates on the RNI.

RFP: Request for Proposals - the solicitation documents (dated December 6, 2019) issued by the City to select the Contractor, including any addenda.

Subcontractors: A subcontractor shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When the City refers to Subcontractor(s) in the Contract Documents, for the purposes of the Contract Documents and unless otherwise stated herein, the term

"Subcontractor(s)" includes, at every level and/or tier, all subcontractors, sub-consultants, Contractors, and materials men. The Contractor shall identify all Subcontractor's that the Contractor proposes to perform any portion of the Work which shall be subject to the City's prior written approval, such approval to be given in the City's sole discretion.

Specifications: A section of the Contract consisting of written descriptions of Services to be performed, or the Equipment to be provided or the technical requirements to be fulfilled under this Contract and the Contract Documents.

Touch Coupler: An inductive coupler connection from a water meter register to the meter transmitter.

Tower Gateway Basestation (TGB): The hardware, firmware, and software installed at a tower site and used to communicate by radio with meter transmitters and the RNI.

Unread Meter: Any available meter that is not read by the FlexNet system during a Billing Window.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Equipment, software, hardware and services specified under this Contract, including Change Orders, also referred to as "Equipment and Services." The Contractor's Scope of Services is found at Attachment A.

SECTION 1. STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1. Contract Administration and Contract Assignment

This Contract is between the City and the Contractor who shall be responsible for providing the Work described herein.

The Contractor represents that it has or shall obtain all personnel, subcontractors, documentation, materials and equipment required to perform Work hereunder, including but not limited to that set forth in the Scope of Services, attached as Attachment A.

The Contractor's performance under this Contract shall be monitored and reviewed by a Project Manager appointed by the City. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor or its Subcontractors regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Project Manager for response.

The City may purchase any supplemental units pursuant to the Pricing Matrix found in Attachment B. Such additional units will be purchased using purchase orders in accordance with Subsection 2.5.

1.2. Contract Changes

At any time before completion and Final Acceptance of the Work, the City shall have the right to order in writing the omission or addition of Work, or order changes or alterations in the Work required to be performed by the Contractor, and reasonable deductions or increases shall be made in Contract Price for such omissions, additions, changes or alterations in the Work, time for completion or Contract Price; but no such omissions, additions, changes or alterations shall be made by the Contractor, or paid for by the City, unless and until authorized by the City in writing by Change Order. If the Contractor objects to or otherwise disagrees with such Change Order, the Contractor shall so notify the City's Project Manager in writing within seven (7) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If the Contractor fails to so notify the City as provided herein, such modification shall be final and accepted by the Contractor and shall become part of the Contract between the Parties. The City will ordinarily respond to such claim within ten (10) days, but the City's failure to respond shall be deemed a denial and the Contractor may make a claim pursuant to Section 1.4.

1.3. Taxes, Licenses, and Certificate Requirements

The Contractor and its subcontractor(s) agree to comply with all applicable federal, state and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. The City may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event the City is held liable to pay any such taxes or contributions, The Contractor agrees to supply the City with all records necessary to compute the same and to fully reimburse the City upon demand for the amount (including penalties and interest) paid by the City, and the City shall have the right to offset any amount so paid against any sums due the Contractor hereunder. Additionally, the Contractor and all subcontractors shall obtain City of Kennewick business license, sign E-verify Affidavit, file intent to pay prevailing wages with Washington Labor and Industries.

1.4. Termination for Default or Convenience

A. Termination for Default

1. The City may terminate, without prejudice to any right or remedy of the City, the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - a. The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure completion of the Work within applicable Contract milestones as set forth in Attachment A
 - b. The Contractor fails to prosecute the Work or any portion thereof with sufficient diligenceto ensure Final Acceptance of the Work in a timely manner.
 - c. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of itscreditors, or a receiver is appointed on account of its insolvency.
 - d. The Contractor fails in a material way to repair, replace, or correct work not in conformance with the contract.
 - e. The Contractor repeatedly fails to supply skilled workers, or proper services, materials or equipment.
 - f. The Contractor repeatedly fails to make prompt payment to its employees or subcontractors.
 - g. The Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements, or orders of any public authority having jurisdiction.
 - h. The Contractor fails to comply with all safety requirements.
 - i. The Contractor is otherwise in material breach of any provision of the Contract.
2. If the City reasonably believes that one of the aforementioned events has occurred, the City will provide the Contractor with written notice of its "Intent to Terminate" the Contract for default, specifying within such notice the ground(s) for such termination. The City, at its option, shall require the Contractor, at the Contractor's sole expense, to either, within five (5) days of the date of notice of default (a) correct the deficiencies noted in the City's "Intent to Terminate"; or (b) provide the City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, the City concludes that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, the City shall thereafter have the right to terminate this Contract for default. The Contractor shall receive written notice of the termination.
3. Upon termination, the City may finish the Work by whatever reasonable method it deems expedient.
4. The Contractor shall be liable for all reasonable, direct, out-of-pocket costs, incurred by the City in completing and/or correcting the Work.

5. In the event of Termination for Default, the City shall only pay the Contractor for the Work successfully completed and accepted by the City prior to the date of termination. The City shall not be responsible for any other the Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with the Contract. In no event shall the City reimburse the Contractor for any costs directly or indirectly related to the cause of this Termination for Default.
6. If, after Termination for Default, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.

B. Termination for Convenience

1. Upon written notice the City may terminate the Work, or any part of it, without prejudice to any right or remedy of the City, for the convenience of the City. Notwithstanding the foregoing to the contrary, City may not cancel, change, or modify a special order or nonstock product without the written consent of Contractor and payment by the City of all applicable cancellation or re-stocking fees.
2. If the City terminates the Work or any portion thereof for convenience, the Contractor may make a request for adjustment for:
 - a. Reasonable direct costs for all Work completed prior to the effective date of the termination and not previously paid for by the City; the Contractor shall not be entitled to any other costs or damages; provided, in no event shall the total sum payable upon termination exceed the total Contract Price stated in Subsection 2.1, as reduced by prior payments.

C. The Contractor's Obligations During Termination

Unless the City directs otherwise, after receipt of a written notice of Termination for Default or Termination for Convenience, the Contractor shall promptly:

1. Stop performing Work on the date as specified in the notice of termination.
2. Place no further orders for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work not terminated.
3. Cancel all orders upon terms acceptable to the City, to the extent that they relate to the performance of Work terminated.
4. Assign as specifically requested by the City all of the rights, title, and interest of the Contractor in all orders.

1.5. Laws and Venue

In the event that either Party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, Benton County, Washington. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

1.6. Independent Status of the Contractor

In the performance of this Contract, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. The Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW against the City.

1.7. Non-disclosure of Data

Data provided by the City either before or after the Effective Date of the Contract shall only be used for its intended purpose. The Contractor and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

1.8. Non-disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential," "Proprietary," or "Business Secret." The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: (i) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; (ii) is or becomes generally known to the public without violation of this Contract; (iii) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information, the Contractor shall notify the City of such requirement at least ten (10) days prior to disclosure.

1.9. Public Disclosure Requests

The Contract Documents shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

If the Contractor considers any portion of the Work, including software, data and related materials, delivered to the City to be protected under the law, the Contractor shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of

such item, the City shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the City to be exempt from public disclosure, the City shall not release the exempted documents. If the material is not exempt from public disclosure law, or the City is not in the position to make such a determination, the City shall notify the Contractor of the request and allow the Contractor ten (10) days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City shall release the item(s) at issue. By signing this Contract, the Contractor agrees to the procedure outlined in this Subsection and shall have no claim against the City on account of actions taken under such procedure.

1.10. No Prototype Components

All equipment and materials furnished under this Contract shall be in production and be used by customers comparable to the City at the time of the Contract Effective Date. Test or prototype items shall be clearly identified as such and shall be subject to rejection by the City. A sufficient inventory of Equipment shall be available to meet delivery requirements.

1.11. Changed Requirements

New Federal, State and City laws, regulations, ordinances, policies and administrative practices may be established after the Effective Date of this Contract and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. If the Contractor believes such changes entitle it to a change in Contract Price or Contract Time, it shall submit a Change Order request to the City in compliance with Subsection 1.2 Contract Changes.

1.12. Assignment

Contractor Non assignment. The Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City, the granting of said consent being in the City's sole discretion.

1.13. Indemnification and Hold Harmless

A. Contractor's Obligations

1. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents from and against all third-party claims, damages, losses and expenses, including costs of defense as defined herein, arising out of or resulting from the performance of the Work, and shall, after reasonable notice, defend and pay the expense of defending any suit, and will pay any judgment, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or retained by any of them or anyone for whose acts any of them may be liable.

2. In any and all claims against the City or any of its officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

1.14. Disputes, Claims and Appeals

The Contractor shall address questions or claims (other than a request for equitable adjustment) regarding the Contract in writing to the Project Manager, within ten (10) days of the date in which the Contractor knows or should know of the question or claim (including any denial of request for equitable adjustment). No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) days before the Contractor gives written notice, as required in this section. The Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the questions or claim shall be deemed denied upon the tenth (10th) day following receipt by the project Manager. Discussion between the Contractor and City after the time period for notification of claim has expired shall not waive the ten (10) day requirement in this Subsection.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Project Manager. Complying with the procedures set forth herein are a prerequisite to filing any lawsuit by the Contractor against the City. Failure to comply precisely with the time deadlines under this Subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the City.

1.15. Severability

Should any provision of this Contract now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Contract is thus held inoperative, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

1.16. Nonwaiver of Breach

A waiver by the City of any breach or violation by Contractor of any provision of the Contract shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Contract may be waived by Contractor except with written notice to the City. This Contract may only be amended by a Change Order signed by both Parties.

1.17. Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the City under this Contract unless no practicable alternative for the asbestos-containing product exists, and the Contractor obtains the written consent of the City. The Contractor shall notify the City in writing at least sixty (60) days before it plans to supply the City with an asbestos-containing product. The City shall respond to such notification within thirty (30) days of receipt. The Contractor shall comply with applicable state, federal and local labeling the other laws, regulations and ordinances pertaining to asbestos-containing products, including but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

1.18. Patents, Royalties and AMI Contractor's Infringement Indemnity

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by the City, furnish acceptable proof of a proper release from all such fees or claims.

Contractor's Infringement Indemnity. Unless the materials were produced based upon City's specifications, Contractor shall indemnify and hold the City harmless from and against any and all third-party suits, actions, losses, damages, claims or liability of any type of character, type or description, including, but not limited to, all expenses of litigation, court costs and attorneys' fees, based upon any claim of infringement of any patent or other license or intellectual property right (whether by way of trademark or otherwise) resulting directly or indirectly from the manufacture, sale, supply or importation of the parts and components or their use in a waste water treatment plant. Contractor agrees to notify the City as soon as reasonably possible of any material matters with respect to which the foregoing indemnity is likely to apply and of which the Contractor has actual knowledge. If notified in writing of any action or claim for which the Contractor may be liable to provide indemnity, the Contractor shall, without limitation, defend (subject to reasonable consultation with the City) such action or claim at Contractor's expense and pay the cost and damages and attorneys' fees awarded against the City in such action or claim; provided, however, that the Contractor shall have the reasonable right to control the defense and settlement of all such actions or claims, which settlement shall be subject to the consent of the City if applicable, not to be unreasonably withheld. Indemnification pursuant to this provision shall not be predicated on the City having made payment on any such claim. The obligations of this Subsection 1.18 shall survive Contract completion or termination and/or assignment of this Contract.

Contractor grants the City a royalty-free irrevocable non-exclusive license to use the technologies provided and contained in the materials furnished for the relevant Advanced Metering Reading System project.

1.19. Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City excluding improvements to Contractor's own previously patented and copyrighted items, which shall and do remain the sole and exclusive property of the Contractor. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the City shall own any plans, drawing, designs, scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this Subsection as "Subject Data").

Notwithstanding the above, nothing in this Contract transfers any right, title or interest in or to any previously patented or copyrighted items of the Contractor to the City or any other party.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the City. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that the substance of foregoing Subsections is included in each subcontract for the Work under this Contract.

1.20. Bankruptcy

In the event the Contractor shall, at any time when this Contract is in effect, be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract or of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Contract, or required by this Contract to be paid, and/or in the event of Contractor's failure to perform promptly each and every obligation required hereunder, the City, upon mailing a written notice to Contractor, may take over the Work or any separable part thereof, and complete the same, or have same completed at Contractor's expense, and in taking over City shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings belonging to Contractor, and for such purpose this Contract shall be construed as an assignment by Contractor to City of said drawings. Such taking over shall not constitute or be construed as a waiver by City of any action, claim or demand City may have against Contractor by reason of injury or damage resulting to City because of Contractor's failure of performance hereunder. It is agreed that in the event of such taking over by City, Contractor shall pay to City a sum equal to City's total cost of completing the Work, plus a sum of reasonable attorney's fees in taking over and completing the Work. In no event shall any delay in performance hereunder by Contractor be excused unless (and then to the extent only) such delay is excused by the City in respect to Contractor's obligations under its Contract.

1.21. Performance and Payment Bond

The Contractor shall provide an executed Contract Bond for the amount of the sum of the prices for Items listed in the Pricing Matrix Summary inclusive in Attachment B (Pricing Matrix). The bond shall:

- A. Be on the City-supplied form set forth in Attachment D
- B. Be signed by an approved Surety (or Sureties) that:
 - 1. Is registered with the Washington State Insurance Commissioner, and
 - 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner
- C. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time.
- D. Guarantee that the Surety shall indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure:
 - 1. Of the Contractor (or any employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract, or
 - 2. Of the Contractor (or any employees, subcontractors, or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materials person, or any person who provide supplies or provisions for

carrying out the Work.

- E. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and,
- F. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of individual signing the bond to bind the corporation (i.e., a corporate resolution, power of attorney, or a letter to such effect by the president or vice-president).

1.23 Audits

The Contractor, including its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives, shall, at Contractor's relevant branch location at a mutually agreed upon date and time, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence which are directly related to this Agreement only, for inspection, audit and copying for a period of three (3) years after completion of this Contract or such longer period as required by applicable law. The City shall also have access to such books, records and documents during the performance of this Contract if deemed necessary by the City to verify Contractor Work and invoices, to assist in negotiations for amendments to the Contract, and to resolve claims and disputes.

SECTION 2. ADDITIONAL CONTRACT TERMS AND CONDITIONS

2.1. Execution of the Contract and Total Price

- A. The documents constituting the Contract between the City and the Contractor are intended to be complementary so that what is required by anyone of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence as listed on the Contract Form. The date the Contract Form is countersigned by the City is the Contract Effective Date. No other act of the City shall constitute Contract award. After Contract award, the City shall issue a "Notice to Proceed" detailing the Work to be performed. Purchase of Equipment shall be by Purchase Order per Section 2.5. The Contract Price shall not be adjusted unless authorized by a Change Order in accordance with Subsection 1.2 Contract Changes.
- B. City Equipment and City Services may be purchased at the City's option based on the unit prices set forth in Attachment B.
- C. The Contract may be executed in two counterparts, each of which shall be deemed an original and which shall together constitute one Contract.

- D. Cooperative purchase by other governmental or municipal agencies shall only be allowed in compliance with RCW 39.34 and the execution of an Intergovernmental Cooperative Purchasing Agreement as appropriate.
- E. Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, work persons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Benton County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. A copy of the applicable prevailing wage rates.

Reporting Requirements. Contractor and subcontractor(s) shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

- F. Business License: A business license from the City of Kennewick will be required by any Contractor or Subcontractor prior to performing the work on site.
- G. E-Verify Requirements for Contractors: The contractor and any subcontractor who enter into agreements to provide services or products to the City of Kennewick shall comply with and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

Who is affected?

- All contractors doing business for the City of Kennewick. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Kennewick contract.

How will the City of Kennewick check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Kennewick has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website: <http://www.uscis.gov/e-verify>

If you have questions about the [City's E-Verify Ordinance](#), please contact the City of Kennewick's legal department prior to contracting with the City.

2.2. Contract Term and Notice to Proceed

- A. The term of this Contract shall commence on the Effective Date of the Contract and, unless terminated earlier, shall terminate at the City's discretion pursuant to the provisions of Subsection 1.4.
- B. Notice(s) to Proceed shall be issued referencing this Contract. Notices to Proceed shall define and authorize the Work by the Contractor based on the Work contained in Attachment A. The Notice(s) to Proceed issued by the City may confirm duly executed Change Orders to the Contract terms, funding or other matters subject to Subsection 1.2, Contract Changes. The Contractor shall commence the Work upon receipt of the Notice to Proceed and shall diligently prosecute the same in conformity with the Contract Schedule, which the City may change from time to time for any reason.

2.3. Schedule

The attached Contract Schedule (Attachment C) is based on all material onsite at the beginning of the project. Refer to Attachment "A" for Scope of Services..

2.4. Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

City of Kennewick	Ferguson Enterprises, LLC
Caleb Shannon, Project Manager 210 W 6 th Ave Kennewick, WA 99336-0108 Phone: (509)585-4289 Email: jeremy.lustig@ci.kennewick.wa.us	Tammy Rogers, Project Manager 9129 N Tyndall Ave Portland, OR 97217 Phone: (503) 209-4902 Email: tammy.rogers@ferguson.com

2.5. Invoices

- A. The Contract Schedule that identifies the major milestones in the Work is attached hereto as Attachment C and incorporated herein by this reference.
- B. Attachment C is the Contract Schedule that identifies the major implementation Services milestones. Within thirty (30) days of the Notice to Proceed for this Contract the Contractor shall submit to the City a more detailed schedule of values that accurately defines the Work (or deliverables) performed for each month and a refined value of such Work. The final schedule of values shall substantially conform to the preliminary schedule attached as Attachment C and shall be subject to the Project Manager's approval prior to implementation. Such approval shall not be unreasonably withheld. The revised and approved Schedule of Values shall include line items, which reflect the values associated with the major components of the AML system in such detail to allow the Project Manager to monitor and track monthly progress and percentage completion of the Work to ensure timely progress and approval of progress payments.
- C. The Contractor shall pay each Subcontractor according to the terms agreed to between the Contractor and each of its subcontractors. The Contractor shall pay any and all bills when due for all charges in connection with the Work. Failure to comply with the provisions of this paragraph shall constitute a default under this Contract. At any time, the City may request as a condition precedent to payment under this Subsection 2.5, lien releases from Contractor in a form acceptable to the City.
- D. Monthly progress payments are subject to and conditioned on the successful, timely completion of the installs as set forth in Attachment C. Monthly progress payments will be made against the allocated funds for each milestone as invoiced and approved by the Project Manager. Pay Apps will be submitted to the City on the first of each month.

Following the request by purchase order for Equipment and the delivery of the same, the Contractor shall invoice the City. The City will make payments according to the contract based on actual equipment purchased and delivered as set forth in Attachment B. The quantities provided for each month are estimated annual requirements. The City will place

orders as needed in lots per month or as determined by the City. The City does not guarantee the quantities estimated for each item; nor does the City limit itself to the estimated quantities.

E. General Condition

Before any payment can be made, the Contractor must submit a completed W-9 form to the City.

2.6. Pricing

Unit prices for Equipment and Services listed herein shall remain firm for the contractual quantity of 11,319 . Any additional quantities ordered shall be sold to the city and the market price in effect on the date of the order.

2.7. Shipping Charges

All prices for the quantities listed herein shall include freight FOB to the delivery point(s) designated by the City. Any additional quantities ordered by the City may incur additional freight charges.

2.8. Direct Costs Related to Additional Work

All direct costs for additional work, if any, performed by the Contractor at the City's request, and included in a Change Order, shall be billed at cost and in accordance with subparagraph 2.6 above.

The Contractor's costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to the Work are included in the Total Price (section 2.1A) and will NOT be billed separately to the City. The Contractor or Sensus Metering Systems' costs for travel, lodging, meal expenses, equipment, materials and supplies, equipment rental and all other costs related to additional work will be billed to City at the applicable GSA travel per diem rates to Richland/Pasco, Washington.

2.9. Acceptance Process

The City may give iterative acceptances as the Work is accomplished either by phase or milestone, as described in Attachment A. The Contractor shall give the City "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work associated with the Milestone or phase.

A. Acceptance Process

Upon completion of the milestone deliverables the Contractor shall notify the City in writing (e-mail to address identified in section 2.4 preferred) and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, City will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for rejection, outlining items not in compliance with the deliverable guidelines.

Acceptance shall not be unreasonably withheld.

B. Correction of Deficiencies Process

If a deliverable is rejected, the Contractor will have a commercially practicable time to correct items documented in the City's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the City will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the

rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractors' second attempt to correct the Work and no agreed resolution is reached between the City's Project Manager and the Contractor's Project Manager, the City will determine the appropriate corrective actions.

2.10. Final Acceptance Process

The City shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. Final Acceptance shall be based on successful completion of the Scope of Services, as described in Attachment A.
- B. If the City Accepts the Work, the City will send a notice of Final Acceptance to the Contractor indicating the successful completion of the performance testing described in the Scope of Work, Attachment A.
- C. If the City determines that the Work is not acceptable, the City shall notify the Contractor in writing, describing the deficiencies.
- D. The Contractor shall either provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period with no charge to the City. The Parties shall mutually agree on a start date for beginning another Performance test as described in Attachment A, Scope of Work.
- E. If the City Accepts the Work following a second or subsequent Performance Test the City will send a notice of Final Acceptance to the Contractor.
- F. If the Contractor does not commence to correct or replace the unacceptable Work in accordance with Article 2.14, the City may declare a breach of contract.
- G. Final Acceptance shall not be unreasonably withheld.

2.11. Warranty Provisions

- A. Warranty Applicable to Third Party Contractors, AMI Manufacturer, Distributors and Subcontractors. The full manufacturer's warranty and service obligations, if any, shall be for the benefit of the City. With respect to the underlying products, the City's sole and exclusive warranty is that provided by the products' manufacturer. The Contractor shall cooperate with the City in facilitating warranty related work by such Contractors, AMI manufacturer, distributors, and Subcontractors. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.

2.12. Express Warranties for Implementation Services

- A. The Contractor warrants that the Implementation Services shall in all material respects conform to the requirements of this Contract.
- B. The Contractor warrants that qualified, professional personnel with in-depth knowledge shall perform the Implementation Services in a timely and professional manner, and that the Implementation Services shall conform to the standards generally observed in the industry for similar Implementation Services.
- C. The Contractor warrants that the Implementation Services shall be in compliance with all applicable laws, rules and regulations.

2.13. Equipment Warranty

For the specific terms of the Equipment Warranty, see Attachment G incorporated herein as if fully set forth

2.14. Defective Work

Prior to Final Acceptance, when and as often as the City determines that the Work furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) days of receiving such written notification, the Contractor shall supply the City with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The City may reject or accept this plan at its reasonable discretion. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the City by law or equity, including those available under the Uniform Commercial Code, Title 62A RCW.

SECTION 3. INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City received notice at least forty-five (45) days prior to the effective date of any cancellation in the policy.
- B. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Contractor's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2. Insurance Requirements

Description

The Contractor shall not commence any work until it has obtained, at its own expense, all insurance including the required insurance. Contractor shall include all costs for insurance in the Pricing Matrix (see Attachment B). The Contractor shall take out, pay for and maintain throughout the duration of and specifically for the work the insurance as specified in the following section.

- A. The Contractor shall obtain and keep in force during the term of the contract, Commercial General Liability insurance policies and any and all other insurance, including those required herein, that will fully protect the City from any and all losses, costs and damages caused in whole or in part by the Contractor. Such insurance shall be with insurance companies which have an A.M. Best's rating of "A VII" or better, and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.
- B. Providing of coverages in the stated amounts shall not be construed to relieve the Contractor from liability in excess of such limits.
- C. Prior to the execution of the Contract, the Contractor shall purchase a Commercial General Liability insurance policy meeting the requirements set forth herein. The Contractor shall file with the City at the time of execution of the Contract Agreement, a Certificate of Insurance evidencing and confirming that all required insurance coverages have been obtained and are in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein, including but not limited to Additional Insured endorsement forms CG 2010 12 19 and CG 2037 12 19, set forth in Attachment F which are necessary to cover both on-going and completed operations. Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of Contract and shall be cause for immediate termination of the Contract and of any and all City obligations, regarding same.

- D. The Contractor shall not begin work under the Contract or under any special condition until all insurance required by law and the Contract has been obtained and is in effect. Said insurance shall provide coverage to the Contractor, subcontractors and City. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damages which may be caused in whole or in part by any act or omission of the Contractor, the Contractor's subcontractors, or by anyone directly or indirectly employed or retained by either of them, to do all or any part of the work.
- E. In the event the Contractor is required to make corrections on the premises after the project has been inspected and accepted, it shall obtain at its own expense, and prior to commencement of any corrective work, such insurance coverage as is required herein above for such periods when corrective operations are being performed.
- F. The insurance policies shall specifically name the City, its elected and appointed officers, officials, employees, volunteers, as Insured with regards to damages and defense of claims caused in whole or in part by: (a) activities performed by or on behalf of the Contractor; (b) products and completed operation of the Contractor, and (c) premises owned, leased, or used by the Contractor. The insurance shall be maintained in full force and effect at the Contractor's expense throughout the term of the contract.
- G. The commercial general liability and property damage insurance shall include coverage to protect the Contractor from contingent liability, which may be caused from operations of their subcontractors. Also, the Contractor shall secure certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract for the same limits as is required by the Contractor. The Contractor shall submit copies of its subcontractor insurance certificates to the City and the Engineer as evidence of insurance coverage.
- H. The City shall be given at least 45 days prior written notice of cancellation of coverage. Such notice shall be by "certified mail"
- I. The coverages provided by the Contractor's insurance policies shall be primary to any insurance maintained by the City, except as respects losses attributable to the sole negligence of the City. Any insurance that might cover this Contract which are maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. The Contractor's insurance policies shall protect each Insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one Insured shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other insured.
- K. The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies apply separately to this project.
- L. In addition, the Contractor shall have its Insurance Agent/Representative complete the Insurance Coverage Questionnaire contained in the proposal and attach it to the Certificate of Insurance for City's approval.
- M. The Contractor shall maintain Workers' compensation Insurance and/or Longshore and Harbor Workers Insurance as required by State or Federal statute, for all of their employees to be engaged in work on the Project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance

and/or Longshore and Harbor Workers' Insurance for all of the latter's employees engaged in such work. The Contractor's Labor & Industries account number shall be noted on the Certificate of Insurance.

- N. Workmen's Occupational Disease Insurance shall be taken out covering all persons whom the Contractor may employ in carrying out the work contemplated under this Contract.
- O. In the event any class of employees engaged in the work under this Contract is not covered under Worker's Compensation insurance or Longshore and Harbor Workers' Insurance as required by State and Federal statute, the Contractor shall maintain and cause each subcontractor to maintain Employer's Liability Insurance for limits of at least \$1,000,000 each employee for disease or accident and shall furnish the City with satisfactory evidence of such.
- P. The Contractor shall be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. The services of the City's or engineer's personnel in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing scaffolding, or trenching, or safety measures in, on, or near the construction site. The Contractor shall provide safe access for the City and its inspectors to adequately inspect quality of work and the conformance with project specifications.
- Q. The Contractor shall be solely and completely responsible to perform all work and furnish all material in strict compliance with all applicable State, City, County and Federal laws, regulations, ordinances, orders, and codes. The Contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

The City will not pay any progress payments until the Contractor has fully complied with this section. This remedy is not exclusive, and the City may take such other action as is available under other provisions of this contract, or otherwise in law.

- R. The Contractual coverage of the Contractor's policy shall be sufficiently broad enough to insure the provisions of the Hold Harmless Agreement of this contract (see Section 1.13).

Types and Limits of Insurance Required

- 1. Commercial General Liability
 - \$2,000,000 each occurrence Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate
 - Employees and Volunteers as Additional Insured for both on-going and completed operations.
 - Premises and operations
 - Broad form property damage including underground, explosion and collapse hazards (XCU)
 - Products completed operations (through guaranty period)
 - Blanket contractual
 - Subcontractors
 - Personal Injury with employee exclusion deleted.
 - Employers' liability (Stop gap)
- 2. Automobile Liability
 - \$2,000,000 per accident Bodily Injury and Property Liability covering:

- o Any owned automobile
 - o Hired automobiles.
 - o Non-owned automobile
- 3. Umbrella Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the Contractor may provide the City with a City and Contractor Protective Policy with a limit of coverage of \$5,000,000.

SECTION 4. SPECIFICATIONS

Information contained within the Contractor's Proposal, taken together with the information contained in the Contract Documents, constitute the specifications.

ATTACHMENT A
SCOPE OF SERVICES

Background

Incorporated into this Contract by reference is the following document, which the Contractor submitted in response to the City's request for proposals (RFP, dated December 6, 2019) and which provides detailed information related to the equipment and services to be furnished by the Contractor under this Contract:

"Proposal for an Advanced Metering Infrastructure System for City of Kennewick (Project No. 1822), cover letter dated January 21, 2020". Throughout this Scope of Services, this document will be referred to as the "Proposal".

Where this Contract Scope of Services differs from information presented in the Proposal and the RFP, this Contract shall take precedence.

Installation is estimated to start first quarter 2024 and will include approximately 11,319 meters ranging from ¾" to 2",

Summary of Work

This project includes work and equipment required to implement an Advanced Metering Reading (AMI) System, as set forth in detail in the Proposal. This includes the following components:

- 1) Install 11,319 Badger meters and Sensus Smartpoints
- 2) Add, replace and or modify meter boxes to support an AMI system.
- 3) Obtain all Federal, State, and local permits required for installation and operation of the system.
- 4) Provide technical and installation support to the City during deployment.
- 5) The city will continue to drill lids as needed. The Contractor will use city drilled lids before using new lids.

The Contractor will provide backup documentation of work products as appropriate to adequately record the Contractor's work, including assumptions made, regulation interpretations, methodology used, calculations, rationale supporting recommendations, and meeting or conversation records. Standards for the design deliverables will be as determined by the City.

General Responsibilities

The Contractor shall

1. Provide a project manager to oversee the installation of 11,319 meters. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by the Contractor to install equipment that is the responsibility of the Contractor.

The City shall:

1. Provide a main point of contact and contact information for project management activities to work with the Contractor project manager to help facilitate timely installation of the meters and Smartpoints.

Meters, Meter Registers, Meter Transmitters, and Field Installation Responsibilities

The Contractor shall:

1. Furnish Smart Point transmitters. Contractor to coordinate with Smart Point transmitter supplier to ensure adequate supply to meet the schedule as outlined in Attachment C. Badger meters to be provided by the City.
2. Install replacement meters and Smartpoints.
3. Investigate and resolve any meter and Smartpoint installations up to 10 days of installation. Limited to Smartpoints that have problems with the initial connection to the FlexNet network (i.e., non-reporting meter transmitters).
4. The Contractor agrees to begin work in March at the request of the city, prior to all Smartpoints being available. A minimum of three (3) pallets (1,458 pieces) of Smartpoints are on the job site. The Contractor will continue to install while Smartpoints are available. If sufficient Smartpoints are not available, the Contractor will demobilize at the direct cost of the city, until three (3) more pallets are available.

The City shall:

1. Provide Meters, Meter boxes and lids.
2. Coordinate with the Contractor to establish the installation schedule, shipment quantities, and overall project timeline.

Miscellaneous Responsibilities

The Contractor shall:

1. Furnish work order software, for use during installation purposes. An "online" portal will be provided with access for stakeholders.
2. Pay all applicable sales taxes to the State of Washington. (When invoicing for Contract items, the Contractor shall list the applicable sales taxes separately from the price of the items on the invoice)

Acceptance Milestones and Criteria

- **Milestone 1 – Route-Based System Acceptance**

System acceptance will be determined on an individual route basis. A complete route will be installed and signed off by the city.

Acceptance of a route will occur when system performance has reached or exceeded a reading rate of 98.5% during a three-day reading period. The reading rate is defined as the number of meter transmitters installed on the AMI system that successfully provides a reading during the defined reading period, divided by the total number of meter transmitters installed on the system at that time. A meter transmitter will not be included in the reading rate calculation if any of the following situations apply:

- The unit is adversely affected by a Force Majeure event or an Act of God.
- The unit cannot communicate with the system due to an object being placed over it (e.g., a parked automobile).
- The unit is removed from service during the reading period.
- The unit's daily reads are lost due to a TGB power failure that lasts more than 24 hours.
- The unit is damaged or tampered with.
- The unit is installed in an area outside of the water service area.

By accepting a route, both the City and the Contractor will be acknowledging the following, with regard to all initial system elements (including meter transmitters):

- The system elements have been installed in compliance with the procedures and specifications approved and provided by the Contractor.
- Their performance or functioning has not been adversely affected by a failure of the City to perform its obligations or tasks for which it is responsible.

General Assumptions and Notes:

- 1.1 City to provide space for storage units.
- 1.2 Contractor will provide call center service.
- 1.3 Phase I Project duration is fourteen (14) months– This schedule is supplied.
- 1.4 Schedule in Attachment C of the contract.
- 1.5 Contractor appearance and identification

Contractor will wear uniform identifying the company they work for.
Vehicles will have logos identifying the company they work for.
Contractor must produce a picture ID of their employees that can be viewed by KENNEWICK customers. In addition, that ID must be on a City web page.

- 1.6 Items to be supplied by Contractor.
Items provided by contractor to include all meters and bolts and gaskets required to install said meters, meter box lids and meter boxes as outlined in the Pricing Matrix.
- 1.7 City Project Manager

The City will designate an employee or agent who will manage the project on behalf of the City. The function of this Project Manager is to coordinate with the Contractor and ensure compliance with the specifications and scope of work. The designation of a Project Manager shall not relieve the contractor of its full responsibility to comply with the terms of the contract and/or all plans and specifications.

- I. *General* Contractor will supply the following components and aspects of installation: overall project management; training and direct supervision of installers; appointment scheduling; refurbishment/replacement; problem solving and complaint handling; inspection, testing and quality control.
- II. *Tools and materials.* The contractor shall furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of basestation installations.
- III. *Parking.* The City desires that the contractor deploy vehicles to minimize parking problems and avoid blocking any streets. The contractor shall be responsible for all parking violations.

- IV. *Regular meetings with the City.* Contract Manager shall meet with City personnel periodically and not less than weekly unless the City approves otherwise to update on progress against the installation schedule.

**ATTACHMENT “B”
PRICING MATRIX**

Prices do NOT include WA State tax

Pricing Matrix Summary

Description	Total cost
Smartpoints	\$ 1,584,660.00
Installation	\$ 1,689,531.19
Project Management/ Performance Bond	\$ 41,495.95
Project Total	\$ 3,315,687.14

Any additional requirements above the quantity stated in this contract will be evaluated as needed.

AMI Transmitters

Description	Quantity	Unit Cost	Total Cost
520M Smartpoint	11,319	\$140.00	\$1,584,660.00

Installation

Meter/Transmitter Installation	Qty	Unit Price	Ph2 Total
3/4"	10840	\$ 111.860	\$1,212,562.40
1"	327	\$130.430	\$42,650.61
1.5"	62	\$323.290	\$20,043.98
2"	90	\$366.140	\$32,952.60
Meter Box/Lid Modification			
Full Box Replacement	61	\$70.000	\$4,270.00
Lid Replacement	6559	\$ 18.750	\$122,981.25
Lid Hole Drilling	5080	\$12.500	\$63,500.00
Additional Services			
Software support		\$40,480.000	\$40,480.00
Installation Program Management	1	\$30,000.000	\$35,000.00
Call center	1	\$3,500.000	\$3,500.00
Mobilization	1	\$25,000.000	\$25,000.00
Door Hanger 2 Week Prior	11319	\$7.650	\$86,590.35
Total Cost			1,689,531.19

- Install cost includes all standard assembly material, including gaskets, bolts 5/8x3/4 adapters. Any additional fittings will be discussed on a case-by-case basis.
 - Additional Demobilization during project due to insufficient product \$1500.00 each.

ATTACHMENT “C”

SCHEDULE

1							
2			Phase 2 Kick off meeting	1 day	Thu 2/1/24	Thu 2/1/24	
3			Route 94/673	8 days	Fri 3/1/24	Tue 3/12/24	
4			Route 56/407	5 days	Wed 3/13/24	Tue 3/19/24	3
5			Route 61/484	6 days	Wed 3/20/24	Wed 3/27/24	4
6			Route 68/ 566	7 days	Thu 3/28/24	Fri 4/5/24	5
7			Route 69/417	5 days	Mon 4/8/24	Fri 4/12/24	6
8			Route 72/438	6 days	Mon 4/15/24	Mon 4/22/24	7
9			Route 74/300	4 days	Tue 4/23/24	Fri 4/26/24	8
10			Route 76/315	4 days	Mon 4/29/24	Thu 5/2/24	9
11			Route 50/261	3.5 days	Fri 5/3/24	Wed 5/8/24	10
12			Route 51/374	5 days	Wed 5/8/24	Wed 5/15/24	11
13			Route 52/348	5 days	Wed 5/15/24	Wed 5/22/24	12
14			Route 53/296	4 days	Wed 5/22/24	Tue 5/28/24	13
15			Route 54/432	5 days	Tue 5/28/24	Tue 6/4/24	14
16			Route 55/213	3 days	Tue 6/4/24	Fri 6/7/24	15
17			Route 57/269	4 days	Fri 6/7/24	Thu 6/13/24	16
18			Route 58/159	2 days	Thu 6/13/24	Mon 6/17/24	17
19			Route 60/216	2 days	Mon 6/17/24	Wed 6/19/24	18
20			Route 63/575	7 days	Wed 6/19/24	Fri 6/28/24	19
21			Route 65/190	3 days	Fri 6/28/24	Wed 7/3/24	20
22			Route 66/198	3 days	Wed 7/3/24	Mon 7/8/24	21
23			Route 67/316	3 days	Mon 7/8/24	Thu 7/11/24	22
24			Route 70/306	4 days	Thu 7/11/24	Wed 7/17/24	23
25			Route 71/161	2 days	Wed 7/17/24	Fri 7/19/24	24
26			Route 73/133	2 days	Fri 7/19/24	Tue 7/23/24	25
27			Route 75/231	2 days	Tue 7/23/24	Thu 7/25/24	26
28			Route 77/166	2 days	Thu 7/25/24	Mon 7/29/24	27
29			Route 78/235	3 days	Mon 7/29/24	Thu 8/1/24	28
30			Route 79/185	2.5 days	Thu 8/1/24	Mon 8/5/24	29
31			route 80/123	2 days	Tue 8/6/24	Wed 8/7/24	30
32			route 81/136	2 days	Thu 8/8/24	Fri 8/9/24	31
33			Route 82/129	2 days	Mon 8/12/24	Tue 8/13/24	32
34			Route 83/147	2 days	Wed 8/14/24	Thu 8/15/24	33
35			Route 84/135	2 days	Fri 8/16/24	Mon 8/19/24	34
36			Route 87/266	3 days	Tue 8/20/24	Thu 8/22/24	35
37			Route 88/138	3 days	Fri 8/23/24	Tue 8/27/24	36
38			Route 90/305	3.5 days	Wed 8/28/24	Mon 9/2/24	37
39			Route 91/103	1.5 days	Mon 9/2/24	Tue 9/3/24	38
40			Route 92/360	4 days	Wed 9/4/24	Mon 9/9/24	39
41			Route 93/132	2 days	Tue 9/10/24	Wed 9/11/24	40
42			Route 96/436	5 days	Thu 9/12/24	Wed 9/18/24	41
43							

ATTACHMENT “D”
PERFORMANCE AND PAYMENT BOND

**"PERFORMANCE, AND PAYMENT BOND
TO THE CITY OF KENNEWICK"**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety are jointly and severally held and firmly bound to the City of Kennewick in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in a pursuance of the statutes of the State of Washington, the Ordinances of the City of Kennewick.

Dated at _____, Washington, this _____ day of _____, 20____. Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the City Clerk of said City of Kennewick has let, or is about to let, the said _____ the above bounden Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto) and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City of Kennewick harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City of Kennewick harmless from any damage or expense by reason of failure of performance as specified in said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved: City Attorney

Lisa Beaton

Contractor

Signature

COUNTERSIGNED:

By: _____

Attorney-in-Fact

Agent

Address

Phone No.

ATTACHMENT “E”

PREVAILING WAGE, E VERIFICATION REQUIREMENTS

E-VERIFY REQUIREMENTS FOR CONTRACTORS

The contractor and any subcontractors who enter into agreements to provide services or products to the City shall comply with and use the [Department of Homeland Security's E-Verify system](#) when hiring new employees for the term of the contract.

[E-Verify](#) is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

Who is affected?

- All contractors doing business for the City of Kennewick. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Kennewick contract.

How will the City of Kennewick check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Kennewick has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following

website: <http://www.uscis.gov/e-verify>

If you have questions about the [City's E-Verify Ordinance](#), please contact the City of Kennewick's legal department prior to contracting with the City.

CITY OF KENNEWICK
AFFIDAVIT OF COMPLIANCE WITH KENNEWICK “E-VERIFY”

As the person duly authorized to enter into such commitment for

_____,
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Kennewick for the duration of the contract entered into between the City of Kennewick and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

SIGNATURE

PRINTED NAME

TITLE

DATE

ATTACHMENT “F”

INSURANCE CERTIFICATION AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT “G”
EQUIPMENT WARRANTY

Sensus Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

³ Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

⁴ Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

⁶ If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

⁷ Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepay the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepay the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

Council Agenda Coversheet	Agenda Item Number: 4.f. Council Date: 12/19/2023	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Port of Kennewick's Application for Water Right Transfer Department: Public Works Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> That the City Council authorize the City Manager to sign the Port of Kennewick's application for water right transfer. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Port of Kennewick's application for water right transfer. <u>Summary</u> In 2008, the City of Kennewick purchased a parcel adjacent to the City's Waste Water Treatment Plant (WWTP) from the Port of Kennewick. The parcel was purchased to provide for future expansion of the WWTP should it be required in the future. The parcel in question has a water right that was originally assigned to the Port of Kennewick (Port). The Port has drafted up a water right transfer application for Ecology's review. If the application is approved, the water rights would be split and transferred to Benton County Fair Grounds and to Vista Field. The application identifies a proposed withdrawal point from Benton County's existing gravel pit lake at the Fairgrounds (groundwater to surface water transfer) and a proposed new withdrawal point to include a new well to be drilled at Vista Field (groundwater to groundwater transfer). The water right transfer application requires a signature from the City as the current property owner. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Memo 2. Application		



Memorandum

Public Works

To: Cary M. Roe, P.E.
Public Works Director
John A. Cowling, P.E.
Deputy Public Works Director

From: Jeremy J. Lustig, PE
Utility Services Manager

Date: 12/7/23

Subject: Port of Kennewick's Request to Transfer Water Right
G4-*03378CWRIS/ Groundwater (120 AF/ per year or 300 gpm instantaneous)

Background

In 2008, the City of Kennewick purchased a parcel adjacent to the City's Waste Water Treatment Plant (WWTP) from the Port of Kennewick. The parcel was purchased to provide for future expansion of the WWTP should it be required in the future. The parcel in question has a water right that was originally assigned to the Port of Kennewick. The sale of the property was silent as to transfer of the water right as part of the sale. Since the sale was silent, the City would technically have some legal claim to the water right. That being said, since the City did not irrigate or use any water on the parcel since the purchase any potential for claim would have diminished. The ground water right was utilized by the Port on this parcel during their ownership and therefore have the potential for Ecology to approve a water right transfer request.

Port of Kennewick's Request

The Port has drafted up a water right transfer application for Ecology's review. If the application is approved, the water right would be split and transferred to Benton County Fair Grounds and to Vista Field. The application identifies a proposed withdrawal point from Benton County's existing gravel pit lake at the Fairgrounds (groundwater to surface water transfer) and a proposed new withdrawal point to include a new well to be drilled at Vista Field (groundwater to groundwater transfer).

The application requests 46 acre-feet/ year be transferred to Benton County and 25.5 acre-feet per year be transferred to Vista Field. Both locations would utilize the water right for irrigation purposes.

The water right transfer application requires a signature from the City as the current property owner.

Recommendation

Staff recommends that the City sign the Port's water right transfer application. If Ecology approves the application;

- Benton County Fairgrounds would receive water right necessary for their current ongoing onsite irrigation needs.
- Vista Field would drill a new groundwater well and use the water to irrigate as well as provide for their existing water feature. This transfer of water right would allow the Port to utilize this new source in lieu of using existing potable water via the City (thus conserving potable water).



**PORT of
KENNEWICK**

350 CLOVER ISLAND DRIVE, SUITE 200, KENNEWICK WASHINGTON 99336 509-586-1186 WWW.PORTOFKENNEWICK.ORG

Cary Roe P.E.
City of Kennewick Public Works Dept.
P.O. Box 6108
Kennewick WA 99336

RE: Port of Kennewick - Oak Street Water Right Transfer to Benton County Fairgrounds

Dear Mr. Roe

Enclosed please find the Water Right Transfer application documents, which the Port seeks signature from the City of Kennewick.

As discussed over the last year the Port intends to transfer the “Oak Street” water right to the Benton County Fairgrounds from a parcel sold by the Port in 2019. The water right intended for transfer was retained by the Port during that 2019 sale activity, however the water right document also encompasses land sold by the Port to the City in 2009. The Port did not retain the water rights on the land sold to the City in 2009, therefore the City is a property owner of land covered by the original water right document.

Even though the city ceased irrigation activities on the land following purchase, the City’s ownership of this land requires signature prior to submitting the application. It should be noted that the application does include transfer of water rights partially associated with the City’s land. This is a unique situation where the demonstrated lack of beneficial uses for a period of 5 or more years (use it or lose it) effectively means the City lost the water right associated with the property in question. However, the “planned beneficial uses” provisions in water right law/regulations allow the Port to proceed with a transfer application because the concept of transfer and use at Vista Field is well documented.

The outcome to transfer some water rights under the “planned beneficial use” provisions is murky, but only the Port is in a position to attempt preserving this right. If this portion of the transfer proves acceptable the Port would utilize this water right for irrigation purposes at Vista Field, which consequentially reduces demands on the City’s potable water system. Upon notification the “planned beneficial uses” water right segments is approved the Port would expect to discuss value and compensation with the City, but at this time such discussions seem premature.

I can be reached at (509) 586-1188 or via email at lpeterson@portofkennewick.org if you have any questions.

Respectfully,

Larry Peterson

Director of Planning & Development

Application for Change/Transfer of a Water Right

Form No. ECY 040-1-97 (Rev 01-2020)



- Refer to accompanying guidance to complete this form.
- We strongly encourage applicants to seek pre-application consultation **prior** to applying.
- Incomplete applications will be returned.
- All fees are non-refundable (RCW 90.03.470(13)).

Choose a processing option:

☐ Standard Processing (Department of Ecology)	☐ Cost Reimbursement Processing (Ecology Contractor)	☒ County Water Conservancy Board Processing (not available in all counties)
A minimum \$50 fee is required to apply. Additional fees may apply. Drought applications are exempt.	Contact Department of Ecology to obtain information on fees for this option.	Fees charged by boards vary. Consult with the appropriate board to determine the fee.

Note: Submit all applications for Department of Ecology and Cost Reimbursement processing to the Cashiering Section. County Water Conservancy Board applications should be submitted directly to the appropriate board, if one exists.

Submit all applications and fees to:

DEPARTMENT OF ECOLOGY
CASHIERING SECTION
PO BOX 47611
OLYMPIA, WA 98504-7611

Check the box for the region where your project is located.

- ☒ Central Region
☐ Eastern Region
☐ Northwest Region
☐ Southwest Region



ADA Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

WATER RESOURCES PROGRAM

Application for Change/Transfer of a Water Right

A minimum filing fee of \$50.00 is required for most applications. Additional fees may be required.

I am applying to (check all that apply):

- ☐ Change purpose(s) of use
- ☒ Add purpose(s) of use or acres
- ☒ Change/transfer place of use
- ☒ Change point(s) of diversion/withdrawal
- ☒ Add point(s) of diversion/withdrawal
- ☐ Add or modify period of use
- ☐ Other (i.e., consolidation, intertie, trust water)
Describe:

No filing fee is required for applications for:

- ☐ Drought
- ☐ Cost Reimbursement Processing
- ☒ Water Conservancy Board Processing
County Benton

FOR OFFICIAL USE ONLY

DATE APPLICATION RECEIVED
CHECK NO. FEE \$
DATE ACCEPTED BY
CHANGE NO.
COUNTY WRIA
SPECIAL AREA
SEPA: ☐ EXEMPT ☐ NOT EXEMPT

ECY CODING: 001-002-WR10285-000011
DOC ID NO: _____
APP NO. PERMIT NO.
CERT NO. CERT OF CHG NO.

Date of pre-application consultation with Ecology: _____

1. Water Right Information

WATER RIGHT OR CLAIM NUMBER G4-*03378CWRIS	RECORDED NAME(S) Twin City Livestock & Poultry Co., Inc.	
HAS THE WATER BEEN USED AS DESCRIBED ON YOUR WATER RIGHT DOCUMENT IN THE LAST FIVE (5) YEARS? ☒ YES ☐ NO		
WATER RIGHT OWNER Port of Kennewick	PHONE NO. (509) 586-1188	ALT PHONE NO. (509) 586-1186
ADDRESS 350 Clover Island Drive, Suite 200		
CITY Kennewick	STATE WA	ZIP CODE 99336
EMAIL ADDRESS (IF AVAILABLE) lpeterson@portofkennewick.org		

2. Applicant Information (Complete all applicable boxes)

APPLICANT/BUSINESS NAME Port of Kennewick Attn: Larry Peterson	PHONE NO. (509) 586-1188	ALT PHONE NO. (509) 586-1186
ADDRESS 350 Clover Island Drive, Suite 200		
CITY Kennewick	STATE WA	ZIP CODE 99336
EMAIL ADDRESS (IF AVAILABLE) lpeterson@portofkennewick.org		

CONTACT (IF DIFFERENT FROM ABOVE) Aspect Consulting, LLC Attn: Dan Haller		PHONE NO. (509) 895-5462	ALT PHONE NO. (509) 952-8607
ADDRESS 1106 N 35 th Ave			
CITY Yakima		STATE WA	ZIP CODE 98902
EMAIL ADDRESS (IF AVAILABLE) dhaller@aspectconsulting.com			

3. Purpose(s) and Period of Use

A. Existing

PURPOSE OF USE	GPM or CFS	ACRE-FT/YR	PERIOD OF USE
Irrigation (30 acres)	300 gpm	120	April 1 st – October 31 st

B. Proposed (if different from 4.A.)

PURPOSE OF USE	GPM or CFS	ACRE-FT/YR	PERIOD OF USE
Irrigation (8.36 acres) and 8.23 ac-ft/yr Dust Control	300 gpm	43.03	April 1 st – October 31 st
Irrigation (6.5 acres) and Aesthetics		25.51	April 1 st – October 31 st
Irrigation, Industrial, and Commercial		51.46	April 1 st – October 31 st

4. Point(s) of Diversion/Withdrawal

A. Existing

SOURCE	WELL NO.	WELL TAG NO.	QTR QTR	QTR	SEC	TWP	RGE	PARCEL NO.	GPS/ LAT-LONG
Well	-	-	NW	NW	5	8 N.	20 E.	105802013067001 and 105802013067002	46.20501, -119.08617 (NAD83)

DO YOU OWN THE EXISTING POINT OF DIVERSION OR WITHDRAWAL? ☐ YES ☐ NO

B. Proposed

SOURCE	WELL NO.	WELL TAG NO.	QTR QTR	QTR	SEC	TWP	RGE	PARCEL NO.	GPS/ LAT-LONG
Benton Fairgrounds Pond			SE	NW	8	8 N.	30 E.	108802011253002	46.19233, -119.08933 (NAD83)
Vista Field Well (New)			NW	SE	32	9 N.	29 E.	132991BP5674041	TBD

DO YOU OWN THE PROPOSED POINT OF DIVERSION OR WITHDRAWAL? ☐ YES ☒ NO

5. Place of Use

A. Existing

QTR QTR	QTR	SEC	TWP	RGE	COUNTY	PARCEL #	# OF IRRIGATED ACRES
W 1/2	NW	5	8 N.	30 E.	Benton	105802013067001 and 105802013067002	30
LEGAL DESCRIPTION OF LANDS WHERE WATER IS PRESENTLY USED:							
Tracts 7 and 8, Chicago Ten-Acre Tracts, Sec. 5, Twp. 8 N., Rge. 30 E.W.M.							
See Attachment 5, Figure 2.							

LEGAL LAND OWNER OF EXISTING PLACE OF USE (IF DIFFERENT THAN APPLICANT) City of Kennewick (Parcel No. 105802013067001)	PHONE NO.	ALT PHONE NO.
ADDRESS 210 W 6 th Ave		
CITY Kennewick	STATE WA	ZIP CODE 99336
EMAIL ADDRESS (IF AVAILABLE)		

LEGAL LAND OWNER OF EXISTING PLACE OF USE (IF DIFFERENT THAN APPLICANT) DH Land LLC (Parcel No. 105802013067002)	PHONE NO.	ALT PHONE NO.
ADDRESS 4330 Birch Rd		
CITY Pasco	STATE WA	ZIP CODE 99301
EMAIL ADDRESS (IF AVAILABLE)		

B. Proposed (if different than 5.A.)

QTR QTR	QTR	SEC	TWP	RGE	COUNTY	PARCEL #	# OF IRRIGATED ACRES
NW, and E 1/2	NE	7	8 N.	30 E.	Benton	107801000002002, 108802000009002, 108802000009003, and 108803000001000	8.36
NW, NE, SW, and SE	NW	8	8 N.	30 E.			
NW	SW	8	8 N.	30 E.			
LEGAL DESCRIPTION OF LANDS WHERE NEW USE IS PROPOSED:							
See Attachment 5, Figure 4 for the Place of Use for Benton County Fairgrounds							

LEGAL LAND OWNER OF PROPOSED PLACE OF USE (IF DIFFERENT THAN APPLICANT) Benton County	PHONE NO.	ALT PHONE NO.
ADDRESS PO Box 190		
CITY Prosser	STATE WA	ZIP CODE 99350
EMAIL ADDRESS (IF AVAILABLE)		

QTR QTR	QTR	SEC	TWP	RGE	COUNTY	PARCEL #	# OF IRRIGATED ACRES
SW and E 1/2	NE	32	9 N.	29 E.			
E 1/2	SW	32	9 N.	29 E.		See Attachment 9 for Full	
NE and W 1/2	NE	32	9 N.	29 E.	Benton	Parcel List	6.5
LEGAL DESCRIPTION OF LANDS WHERE NEW USE IS PROPOSED:							
See Attachment 5, Figure 3 for the Place of Use for Vista Field.							

LEGAL LAND OWNER OF PROPOSED PLACE OF USE (IF DIFFERENT THAN APPLICANT) Same as Applicant	PHONE NO.	ALT PHONE NO.
ADDRESS		
CITY	STATE	ZIP CODE
EMAIL ADDRESS (IF AVAILABLE)		

All applicants must also complete Sections 6 through 11, **except** drought and Quincy Basin Artificially Stored Groundwater applications (see below).

If you do not have the required information, make an appointment with your Ecology regional office to discuss your application. Applications submitted without the required information will be returned as incomplete.

- If your water right change would impair an existing right, complete Section 6 through 11, and Attachment A, **mitigation plan**. Changes to water rights that will impair an existing right will be denied unless a mitigation plan is approved.
- If you are applying to **consolidate permit-exempt wells**, complete Sections 6 through 11, and Attachment B.
- If you are applying for a change related to the **Quincy Basin Artificially Stored Groundwater**, stop here. Complete only Sections 7 & 11, and continue with Attachment C.
- If you are applying for a change related to **drought**, stop here. Complete only Section 11, and continue with Attachment D.

6. Project Description

(Provide your answers in a separate report, and reference the section number in your responses)

Section	Required information	Reference(s)
6.1	Provide a brief narrative explaining the general nature and intent of the proposed change(s) to the water right.	
6.2	Are you aware of any compliance/enforcement actions that concern this water right? If so, describe.	
6.3	If this water right has previously been changed, summarize whether the previously authorized changes have been completed.	
6.4	If the water right includes a diversion from a permitted reservoir, list all the associated water rights, the maximum volume of water stored in the reservoir, and the means of withdrawal.	
6.5	Attach a copy of any SEPA checklists or environmental analyses related to this project with this application.	
6.6	<u>For period of use change proposals</u> , indicate the time of the year that the change would be in effect.	POL 1200
6.7	<u>For temporary change proposals</u> , indicate the timeframe that the proposed change would be in effect.	POL 1035
6.8	<u>For municipal change proposals</u> , provide the most recent water right self-assessment, if one exists, as submitted to the Department of Health (DOH).	

SYSTEM DESIGN AND OPERATION

Section	Required information	Reference(s)
6.9	Provide a description of the existing water supply system from the point of diversion or withdrawal to the place of use.	
6.10	Provide preliminary design plans and specifications for the proposed change, including diversion or withdrawal and conveyance facilities, if applicable, and the proposed flow rate and volume design capacity.	
6.11	Describe how the change proposal would affect return flow.	
6.12	Provide the current and projected system efficiency covered by the water right proposed for change.	
6.13	Provide an explanation of how the proposed use will not increase the authorized maximum flow rate (Qi) or annual volume (Qa).	PRO 1210 GUID 1210
6.14	<u>For surface water diversions</u> , describe how your plans comply with WDFW fish screening requirements.	RCW 77.57

DEVELOPMENT SCHEDULE

Section	Required information	
6.15	Provide a general timeline that includes the steps needed to begin the project, complete the project, and put the water to full beneficial use.	
6.16	<u>For changes to water rights currently under a development schedule</u> , provide a description of the current status of your project.	
6.17	Identify and discuss other land-use or environmental permits required and the timeline to obtain those permits.	

7. Related Water Rights

Section	Required information	Reference(s)
7.1	List any other water rights (applications, permits, certificates, or claims) related to this change application. Include any rights that overlap the place of use.	
7.2	Explain how the water rights listed above have been exercised.	
7.3	List all wells that have been added through a Showing of Compliance form.	POL 1260 ECY 040-74

8. Historic Use

Section	Required information	
8.1	Describe how the water proposed for change has been beneficially used since the water right was established.	
8.2	For the water right proposed for change and the portfolio of any related rights, provide the historic flow rate from each point of diversion or withdrawal (in cubic feet per second or gallons per minute) and explain how the amount was determined (e.g., meter data or power records).	
8.3	If the requested change/transfer is for a water right claim, include evidence demonstrating use of water prior to 1917 for surface water, or 1945 for ground water.	
8.4	<u>For surface water diversions</u> , explain whether streamflows were adequate to exercise the right throughout the historic period of diversion. If available, provide streamflow records to support the conclusion.	
8.5	<u>For groundwater withdrawals</u> , explain whether there has been an adequate supply of groundwater to exercise the water right throughout the historic period of withdrawal. Provide all groundwater data and methods used to support the conclusion.	
8.6	Describe your procedures for remaining in compliance with the provisions of your existing water right.	
8.7	If a water measuring device was installed, provide your measurement data.	
8.8	If a measuring device was not installed, do the pumps have a dedicated power meter(s)? If so, provide an estimate of water use using the power consumption to water consumption equation described in WAC 173-173-160(2).	
8.9	If no water use data are available, estimate annual use by using an alternative method and explain your methodology.	
8.10	Provide aerial photos, remotely sensed images, or other information and explain how they support the historic use.	

WATER USED FOR IRRIGATION

Section	Required information	Reference(s)
8.11	<u>If changing the purpose of use</u> , refer to the Provisions section of your water right document to determine whether the right is subject to the Family Farm Water Act. If so, contact the appropriate Ecology regional office prior to completing this form (refer to map on page 1).	RCW 90.66
8.12	Describe your irrigation scheduling practices (e.g., frequency and duration of irrigation sets). Describe how data from soil moisture probes, weather forecasts, crop inspection, or other irrigation scheduling techniques were used to determine irrigation practices.	

Section	Required information	Reference(s)
8.13	If adding the irrigation of additional acres or a new purpose of use, provide metering data for the most recent five-year period of continuous use. If metering data are unavailable, provide an estimate of water use for the most recent five-year period of continuous use and describe the methodology for this estimate.	POL 1210 GUID 1210 RCW 90.03.380
8.14	If water has been used from a state or federal water project (contract water) on the historic place of use, explain when and how that contract water was used.	

9. Hydrogeologic Analysis

We strongly recommend that applicants consult with Ecology in a pre-application meeting prior to conducting any hydrogeologic work, to determine the scope of data required for processing this application.

Section	Required information	
9.1	Provide a description of existing authorized points of withdrawal and proposed wells, their locations, well depths, static water levels, pumping rates and schedules, etc.	
9.2	Describe the hydrogeologic setting. Identify all ground water bodies and surface water bodies involved. Describe geographic recharge and discharge areas, seasonal variations, and interrelationships between surface and ground water, and between aquifers. Identify barriers to flow and hydrologic boundaries, if known.	
9.3	Describe, if available, the following characteristics of the aquifer and cite the source of that information: • Aquifer transmissivity • Aquifer storage coefficient and specific yield • Saturated thickness • Aquitard leakage • A detailed description of groundwater-flow boundaries • Water-level hydrographs for wells Associated water-quality information	
9.4	Additional hydrogeologic work may be required to process your application	

10. Environmental Assessment

Section	Required information	
10.1	Describe the aquatic uses of any related surface water bodies (i.e., fish and wildlife, recreation and aesthetic, water quality, etc.).	
10.2	Indicate whether the related surface water is fish-bearing, including whether it is inhabited by salmonids. List species and the times of year they are present. https://apps.wdfw.wa.gov/salmonscape/	

11. Maps and Other Documentation

Section	Required information	
11.1	Attach detailed map(s) clearly indicating the following: • The existing places of use for all rights related to this proposed change. If any overlapping water rights for the place of use, or multiple rights that share the same point(s) of diversion/withdrawal exist, provide one map depicting all of the historic points of diversion, means of conveyance, and places of use. Identify related rights as such by water right number. • The county parcel numbers for the existing and proposed place(s) of use, unless the place(s) of use are for large service area such as that served by an irrigation district or municipal water system. Identify the name of the irrigation district or the water system. • The existing and proposed locations of the point(s) of diversion/withdrawal. • The names, informal or formal, used to identify each point of diversion/withdrawal (e.g., Well No. 1, River Well, S01, Smith Dam, etc.). • The proposed place(s) of use. • A grid layer referencing Section, Township, and Range of the area. • The location of the water delivery system and other such features relevant to your proposed change/transfer (e.g., mainlines, reservoirs, booster pumps, etc.)	

Certain applications may incur a Real Estate Excise Tax liability for the seller of the water rights. The Department of Revenue has requested notification of potential taxable water right related actions and therefore may be provided with a copy of this request. For further information, contact:

Department of Revenue
Real Estate Excise Tax
PO Box 47477
Olympia, WA 98504-7477
Phone (360) 570-3265

12. Signatures:

I certify that the information above is true and accurate to the best of my knowledge. I understand that in order to process my application, I hereby grant staff from the Department of Ecology or the County Water Conservancy Board access to the above site(s) for inspection and monitoring purposes. If assisted in preparing this above application, I understand that all responsibility for the accuracy of the information rests with me.

Tim Arntzen - CEO

Applicant Printed Name – Title

(Port of Kennewick)

Tim Arntzen - CEO

Water Right Holder Printed Name

(Port of Kennewick)

Tim Arntzen

Applicant Signature

Tim Arntzen

Water Right Holder Signature

11/01/2023

(Date: MM/DD/YYYY)

11/01/2023

(Date: MM/DD/YYYY)

Landowner of Existing Place of Use
Printed Name (City of Kennewick)

Landowner of Existing Place of Use Signature

(Date: MM/DD/YYYY)

City does not have an ownership interest in the subject right since 2008. Additionally, signature of DH Land LLC not required because water right reserved by Deed (see Attachment 7). See Attachment 10: PSA for County concurrence on proposed transfer.

For additional information, contact the Ecology regional office where your project is located:

Region	Counties served	Mailing Address	Phone
Central	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	1250 W Alder St Union Gap, WA 98903	509-575-2490
Eastern	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	4601 N Monroe Spokane, WA 99205	509-329-3400
Northwest	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	3190 160th Ave SE Bellevue, WA 98008	425-649-7000
Southwest	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, Wahkiakum	PO Box 47775 Olympia, WA 98504	360-407-6300

ADA Requests

To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341

Attachment A: Mitigation Plan

Section	Required information	Reference(s)
A1	Identify what rights, as defined above, you expect to be impaired and identify the expected nature of that impairment.	
A2	Identify the source of supply for the proposed mitigation water.	
A3	Describe how this mitigation water source will offset the impacts of the proposed change. This should specifically address how the change in the amount of water in Section A4 will be offset by the source identified in Section A5	
A4	Estimate the change in consumptive quantity that would be available for the use being impaired. Describe the methodology used to support your estimate.	
A5	Describe the measures that will be taken to ensure mitigation will be maintained for the duration of the water right change authorization.	
A6	List each water right being proposed for transfer, relinquishment, or conveyance to the Trust Water Rights Program. Provide a history of beneficial use of each water right listed above and identify whether a separate water right change application has been filed for these water rights.	
A7	Provide copies of any agreements between you and other parties regarding mitigation for impacts, if applicable.	
A8	Describe the benefits and costs, including environmental effects, of any water impoundment or other resource management technique that is included as component of the application.	RCW 90.03.255 RCW 90.44.055
A9	For surface water, analyze whether there will be any increased water supply from the impoundment or technique, including recharge of groundwater, as a means of making water available or otherwise offsetting diversion impacts.	
A10	For groundwater, analyze whether there will be any increased water supply from the impoundment or technique, including recharge of groundwater, as a means of making water available or otherwise offsetting the impact of the diversion of surface water.	
A11	If you intend to offset your new use, describe how and when non-consumptive water returns to ground water or surface water, and explain how this volume was estimated. Specifically describe how the quantity, timing and location of return flow would change if the proposed change is approved.	WAC 173-500-050(5) WAC 173-500-050(9) POL 1020

Attachment B: Consolidation of Exempt Wells

RCW 90.44.105 provides that permit-exempt uses (RCW 90.44.050) may be consolidated with a valid right to withdraw groundwater only if all the following conditions are met.

Section	Required information	Reference(s)
B1	Provide evidence that water from the exempt wells tap the same body of public groundwater as the well with the water right to withdraw public ground waters.	RCW 90.44.105(1)
B2	Show that suitable arrangements have been made to discontinue use of the permit exempt well established under the exemption upon approval of the consolidation amendment.	RCW 90.44.105(2)
B3	Provide copies of legally enforceable agreements that bind present and future owners of the land from drilling and using another permit exempt well through appropriate title limitations.	RCW 90.44.105(3)
B4	Show that suitable arrangements have been made to properly decommission the permit exempt well(s) in accordance with Chapter 18.104 RCW and relevant Ecology rules.	RCW 90.44.105(4) RCW 18.104.048 WAC 173-160-381 RCW 18.104.043 RCW 18.104.040(4)(b)
B5	Describe impacts to other existing rights, including ground and surface water rights and minimum stream flows adopted by rule.	RCW 90.44.105(5)
B6	Provide evidence that the amount of water used is consistent with the average amount of water used for similar uses in the general area and explain how this was determined.	
B7	Is there an adopted Coordinated Water System Plan (CWSP) or Comprehensive Land Use Plan or another comprehensive watershed management plan in place for this location? Please indicate yes or no. If yes, please document whether your project is consistent with this plan.	RCW 70.116.030(1) RCW 36.70A.070

Attachment C: Quincy Basin Change Authorizations

Complete this attachment and the following sections of the Application for Change/Transfer of a Water Right:

- Sections 1 through 5
- Section 7. Related Water Rights
- Section 11. Maps and other Documentation

Section	Required information	Reference
C1	Provide a brief narrative explaining the general nature and intent of the proposed change(s) to the water right.	WAC 173-124
C2	If this water right has previously been changed, summarize whether the previously authorized changes have been completed.	

Attachment D: Drought Change Authorizations

Complete this attachment and the following sections of the Application for Change/Transfer of a Water Right:

- Sections 1 through 5
- Section 11. Maps and other Documentation

Note: In order to apply for a Drought Change Authorization, your water source must be within an area covered by a formal drought declaration.

Section	Required information	Reference(s)
D1	Describe the specific circumstances pertaining to your water shortage. Describe how existing water rights are insufficient to address these impacts due to the drought.	
D2	Describe how the water right proposed for change will address these impacts.	
D3	Have you had any previous drought-specific authorizations for the subject parcels? If yes: • What are the Drought Authorization numbers? • Did those former authorizations cause impairment to other water users?	RCW 43.83B.410
D4	<u>For irrigation changes</u> , indicate what types of crop(s) or orchard(s) you will be growing this year. Describe how the crop(s) or orchard(s) may be impacted by this year's drought.	

ECOLOGY APPLICATION SECTIONS 6-11

Application for Change/Transfer of a Water Right - Form No. ECY 040-1-97 (Rev 01-2020)

6. Project Description

6.1	Provide a brief narrative explaining the general nature and intent of the proposed change(s) to the water right.
The Port of Kennewick is applying to transfer G4-*03378CWRIS to the Benton County Fairgrounds, and to Vista Field redevelopment project both located in Kennewick, Washington. A portion of the historic irrigation on the current property will be transferred to each site. This application proposes to modify the following attributes of the existing water right: • 46.03 ac-ft/yr total: 37.08 ac-ft/yr for the irrigation of up to 8.36 acres and 8.23 ac-ft/yr for dust control at the Benton County Fairgrounds site. The point of withdrawal will be from an existing pond located in the SE ¼ of the NW ¼ of Sec 8, T. 8 N., R. 30 E. W. M. Water is currently used from the pond for this purpose and this will address a compliance issue that Benton County has been working with Ecology to resolve. • 25.51 ac-ft/yr for the irrigation of up to 6.5 acres and aesthetics (a water feature) at Vista Field. The point of withdrawal will be a new well to be drilled in the NW ¼ of the SE ¼ of Sec 32, T. 9 N., R. 29 E. W. M. on Parcel No. 132991BP56744041 • Up to 51.46 acre-feet for additional irrigation, commercial, and industrial needs at Vista field.	
6.2	Are you aware of any compliance/enforcement actions that concern this water right? If so, describe.
No.	
6.3	If this water right has previously been changed, summarize whether the previously authorized changes have been completed.
No previous changes have occurred since the water right issued.	
6.4	If the water right includes a diversion from a permitted reservoir, list all the associated water rights, the maximum volume of water stored in the reservoir, and the means of withdrawal.
N/A	
6.5	Attach a copy of any SEPA checklists or environmental analyses related to this project with this application.
This application is categorically exempt from the provisions of the State Environmental Policy Act	

(SEPA) of 1971, Chapter 43.21 C Revised Code of Washington (RCW) because the Qi is below 2,250 gallons per minute. However, a portion of this water right fulfills quantities required for Vista field, for which an EIS was completed in 2013 that identified the need for “fresh water supplies to commercial and industrial users of the site” and the potential for “cumulative impacts to groundwater in the area” unless mitigation is provided (see EIS Water Resources Technical Memorandum, Page 2, Attachment 6) as well as landscaping irrigation needs (see Attachment 1). Additionally, according to the same EIS technical memorandum, “No surface waters or wetlands are present on or adjacent to the site. Groundwater represents the only water resource present at the site.” The Port recommends that the EIS be adopted by reference as part of the change application process.

6.6	<u>For period of use change proposals</u>, indicate the time of the year that the change would be in effect.
------------	---

N/A, the existing period of use will be retained for all future uses.

6.7	<u>For temporary change proposals</u>, indicate the timeframe that the proposed change would be in effect.
------------	---

N/A

6.8	For municipal change proposals, provide the most recent water right self-assessment, if one exists, as submitted to the Department of Health (DOH).
------------	--

N/A

System Design and Operation

6.9	Provide a description of the existing water supply system from the point of diversion or withdrawal to the place of use.
------------	---

For the Benton County Fairgrounds, water is to be withdrawn from an existing pond located in the SE ¼ of the NW ¼ of Sec 8, T. 8 N., R. 30 E. W. M.

For the Vista Field Site, water is to be withdrawn from a proposed well to be located in the S ½ of Sec 32, T. 9 N., R. 29 E. W. M.

6.10	Provide preliminary design plans and specifications for the proposed change, including diversion or withdrawal and conveyance facilities, if applicable, and the proposed flow rate and volume design capacity.
-------------	--

See Attachment 1 for preliminary design plans for the proposed change (Vista Field). The Benton County Fairgrounds is an existing surface pump and irrigation system.

6.11	Describe how the change proposal would affect return flow.
-------------	---

ACQ will be conducted to ensure no increase in consumptive use.

6.12	Provide the current and projected system efficiency covered by the water right proposed for change.
-------------	--

The existing system and proposed irrigation systems will be via sprinkler irrigation with the new uses as efficient or with greater efficiency. ACQ will be completed as part of this change.

6.13	Provide an explanation of how the proposed use will not increase the authorized maximum flow rate (Qi) or annual volume (Qa).
Approved measuring devices will be installed on the proposed well and pond and maintained in accordance with RCW 90.03.360 and Washington Administrative Code (WAC) 173-173 to ensure withdrawals will not exceed the authorized Qi or Qa. Flow meter data will measure total flow and instantaneous flow rate and to alert staff if water right limits are close to being reached. Water use records will be maintained and submitted with the Proof of Appropriation. It is expected that the proposed points of withdrawal will serve as shared withdrawal points across multiple water rights. The Port will track withdrawals from both points of withdrawal against water right authorization.	

6.14	<u>For surface water diversions</u>, describe how your plans comply with WDFW fish screening requirements.
The private pond maintained by the fairgrounds is not subject to fish screening requirements.	

Development Schedule

6.15	Provide a general timeline that includes the steps needed to begin the project, complete the project, and put the water to full beneficial use.
Construction for Vista Field is predicted to be completed by 2035. The Benton County Fairgrounds project is already in existence and this change resolves a compliance issue.	

6.16	<u>For changes to water rights currently under a development schedule</u>, provide a description of the current status of your project.
G4-*03378CWRIS is not currently under a development schedule.	

6.17	Identify and discuss other land-use or environmental permits required and the timeline to obtain those permits.
No other permits required for the Benton County Fairgrounds; Vista Field permits are discussed in the EIS (see Attachment 6).	

7. Related Water Rights

7.1	List any other water rights (applications, permits, certificates, or claims) related to this change application. Include any rights that overlap the place of use.
The authorized place of use for G4-*03378CWRIS has two water rights with overlapping places of use, G4-098295CL and G4-098296CL. There are no water rights that overlap the proposed places of use; however, the nearest water rights to the proposed places of use are listed by site below: Benton County Fairgrounds: G4-109032CL is the nearest water right at approximately 900 feet southeast from the proposed point of withdrawal. Vista Field: The nearest mapped water rights to the proposed well location is certificated water right G4-267252CWRIS, located approximately 3,000 feet to the east and water rights G4-091725CL and G4-35074, which are both located approximately 3,200 feet to the east.	

7.2	Explain how the water rights listed above have been exercised.
Authorized Place of Use: G4-098295CL is a groundwater claim for 400 gpm for domestic use, stockwater, and irrigation of 28.141 acres with a priority date of 1930. G4-098296CL is a groundwater claim for 60 gpm for domestic use and stockwater with a priority date of 1930. Benton County Fairgrounds: G4-109032CL is a groundwater claim for 115 gpm for the irrigation of 10 acres, with a priority date of 1974. Vista Field: G4-267252CWRIS is a certificate for 50 gpm and 20 ac-ft/yr for the irrigation of 5 acres with a priority date of 1979. G4-091725CL is a groundwater claim for domestic use and stockwater with a priority date of 1974. G4-35074 is a groundwater application for 30 gpm and 6 ac-ft/yr for the irrigation of 3.2 acres with a priority date of 2005.	

7.3	List all wells that have been added through a Showing of Compliance form.
N/A	

8. Historic Use

8.1	Describe how the water proposed for change has been beneficially used since the water right was established.
The subject water right has been used to irrigate up to 30 acres of pasture at the place of use, located in Kennewick, Washington since 1953. The certificate authorizes a Qi of 300 gpm and an Qa of 120 ac-ft/yr, see Attachment 2 for the Certificate.	

During the 1980's and 1990's and early 2000's, when aerial images are available, use was consistently around 18 acres of irrigation (about 72 acre-feet, see Attachment 3 and 8).

In 2008, the Port sold a portion of the existing place of use to the City of Kennewick, but retained the water right for use at Vista field. The City has signed this application and confirms no interest in that portion of the water right. The Port asserts this date as the start of its determined future development, so water use from 2004 to 2008 is important. Peak irrigation during this period was 18.83 acres.

In 2012, as the Vista Field EIS was being finalized, the Port reduced irrigation on a portion of the right for future use at Vista Field under its determined future development.

In 2021, the Port sold the remainder of the parcels within the place of use and retained the water right for their purposes, but specifically reserved by deed the water right (see Attachment 7). The port ceased the remainder of irrigation and began preparing for this change filing.

8.2 For the water right proposed for change and the portfolio of any related rights, provide the historic flow rate from each point of diversion or withdrawal (in cubic feet per second or gallons per minute) and explain how the amount was determined (e.g., meter data or power records).

The historic flow rate is 300 gpm from the groundwater well. This amount was determined through estimates of the extent of historic irrigation.

8.3 If the requested change/transfer is for a water right claim, include evidence demonstrating use of water prior to 1917 for surface water, or 1945 for ground water.

N/A

8.4 For surface water diversions, explain whether streamflows were adequate to exercise the right throughout the historic period of diversion. If available, provide streamflow records to support the conclusion.

N/A

8.5 For groundwater withdrawals, explain whether there has been an adequate supply of groundwater to exercise the water right throughout the historic period of withdrawal. Provide all groundwater data and methods used to support the conclusion.

There has been adequate water to exercise throughout the historic period of withdrawal. No shortages were noted by Port lessees and the right was irrigated in full extent for decades.

8.6 Describe your procedures for remaining in compliance with the provisions of your existing water right.

The water right remains in compliance with the provisions through continued use of the water.

8.7 If a water measuring device was installed, provide your measurement data.

No measuring device is installed and the land is not currently irrigated or owned by the Port.

8.8	If a measuring device was not installed, do the pumps have a dedicated power meter(s)? If so, provide an estimate of water use using the power consumption to water consumption equation described in WAC 173-173-160(2).
No power records available.	

8.9	If no water use data are available, estimate annual use by using an alternative method and explain your methodology.
Water use was estimated using historical aerial images and measured in Google Earth.	

8.10	Provide aerial photos, remotely sensed images, or other information and explain how they support the historic use.
See aerial images, provided in Attachment 3.	

Water Used for Irrigation

8.11	If changing the purpose of use, refer to the Provisions section of your water right document to determine whether the right is subject to the Family Farm Water Act. If so, contact the appropriate Ecology regional office prior to completing this form (refer to map on page 1).
Water Right G4-*03378CWRIS is not subject to the Family Farm Water Act.	

8.12	Describe your irrigation scheduling practices (e.g., frequency and duration of irrigation sets). Describe how data from soil moisture probes, weather forecasts, crop inspection, or other irrigation scheduling techniques were used to determine irrigation practices.
Historic lessee information is unavailable, but handline and wheelline use is the apparent method.	

8.13	If adding the irrigation of additional acres or a new purpose of use, provide metering data for the most recent five-year period of continuous use. If metering data are unavailable, provide an estimate of water use for the most recent five-year period of continuous use and describe the methodology for this estimate.
Water use was estimated based on aerial image delineation. See Attachment 3 and Attachment 8.	

8.14	If water has been used from a state or federal water project (contract water) on the historic place of use, explain when and how that contract water was used.
N/A	

9. Hydrogeologic Analysis

9.1	Provide a description of existing authorized points of withdrawal and proposed wells, their locations, well depths, static water levels, pumping rates and schedules, etc.
See Attachment 4 for the Hydrogeologic Memo.	
9.2	Describe the hydrogeologic setting. Identify all ground water bodies and surface water bodies involved. Describe geographic recharge and discharge areas, seasonal variations, and interrelationships between surface and ground water, and between aquifers. Identify barriers to flow and hydrologic boundaries, if known.
See Attachment 4 for the Hydrogeologic Memo.	
9.3	Describe, if available, the following characteristics of the aquifer and cite the source of that information: • Aquifer transmissivity • Aquifer storage coefficient and specific yield • Saturated thickness • Aquitard leakage • A detailed description of groundwater-flow boundaries • Water-level hydrographs for wells Associated water-quality information.
See Attachment 4 for the Hydrogeologic Memo.	
9.4	Additional hydrogeologic work may be required to process your application.
See Attachment 4 for the Hydrogeologic Memo.	

10. Environmental Assessment

10.1	Describe the aquatic uses of any related surface water bodies (i.e., fish and wildlife, recreation and aesthetic, water quality, etc.).
N/A, Benton County pond is a private pond.	
10.2	Indicate whether the related surface water is fish-bearing, including whether it is inhabited by salmonids. List species and the times of year they are present. https://apps.wdfw.wa.gov/salmonscape/.
N/A	

11. Maps and Other Documentation

11.1	Attach detailed map(s) clearly indicating the following: • The existing places of use for all rights related to this proposed change. If any overlapping water rights for the place of use, or multiple rights that share the same point(s) of diversion/withdrawal exist, provide one map depicting all of the historic points of diversion, means of conveyance, and places of use. Identify related rights as such by water right number. • The county parcel numbers for the existing and proposed place(s) of use, unless the place(s) of use are for large service area such as that served by an irrigation district or municipal water system. Identify the name of the irrigation district or the water system. • The existing and proposed locations of the point(s) of diversion/withdrawal. • The names, informal or formal, used to identify each point of diversion/withdrawal (e.g., Well No. 1, River Well, S01, Smith Dam, etc.). • The proposed place(s) of use. • A grid layer referencing Section, Township, and Range of the area. • The location of the water delivery system and other such features relevant to your proposed change/transfer (e.g., mainlines, reservoirs, booster pumps, etc.)
See Attachment 5 for the existing place of use (Figure 2), Vista Field Development (Figure 3), and Benton County Fairgrounds (Figure 4).	

Attachment A: Mitigation Plan

A.1	Identify what rights, as defined above, you expect to be impaired and identify the expected nature of that impairment.
N/A	
A.2	Identify the source of supply for the proposed mitigation water.
N/A	
A.3	Describe how this mitigation water source will offset the impacts of the proposed change. This should specifically address how the change in the amount of water in Section A4 will be offset by the source identified in Section A5.
N/A	
A.4	Estimate the change in consumptive quantity that would be available for the use being impaired. Describe the methodology used to support your estimate.
N/A	
A.5	Describe the measures that will be taken to ensure mitigation will be maintained for the duration of the water right change authorization.
N/A	
A.6	List each water right being proposed for transfer, relinquishment, or conveyance to the Trust Water Rights Program. Provide a history of beneficial use of each water right listed above and identify whether a separate water right change application has been filed for these water rights.
N/A	
A.7	Provide copies of any agreements between you and other parties regarding mitigation for impacts, if applicable.
N/A	
A.8	Describe the benefits and costs, including environmental effects, of any water impoundment or other resource management technique that is included as a component of the application.
N/A	

A.9	<u>For surface water</u>, analyze whether there will be any increased water supply from the impoundment or technique, including recharge of groundwater, as a means of making water available or otherwise offsetting diversion impacts.
N/A	

A.10	<u>For groundwater</u>, analyze whether there will be any increased water supply from the impoundment or technique, including recharge of groundwater, as a means of making water available or otherwise offsetting the impact of the diversion of surface water.
N/A	

A.11	If you intend to offset your new use, describe how and when non-consumptive water returns to groundwater or surface water, and explain how this volume was estimated. Specifically describe how the quantity, timing and location of return flow would change if the proposed permit is approved.
N/A	

Attachment B: Consolidation of Exempt Wells

B.1	Provide evidence that water from the exempt wells tap the same body of public groundwater as the well with the water right to withdraw public ground waters.
N/A	

B.2	Show that suitable arrangements have been made to discontinue use of the permit exempt well established under the exemption upon approval of the consolidation amendment.
N/A	

B.3	Provide copies of legally enforceable agreements that bind present and future owners of the land from drilling and using another permit exempt well through appropriate title limitations.
N/A	

B.4	Show that suitable arrangements have been made to properly decommission the permit exempt well(s) in accordance with Chapter 18.104 RCW and relevant Ecology rules.
N/A	

B.5	Describe impacts to other existing rights, including ground and surface water rights and minimum stream flows adopted by rule.
N/A	

B.6	Provide evidence that the amount of water used is consistent with the average amount of water used for similar uses in the general area and explain how this was determined.
N/A	

B.7	Is there an adopted Coordinated Water System Plan (CWSP) or Comprehensive Land Use Plan or another comprehensive watershed management plan in place for this location? Please indicate yes or no. If yes, please document whether your project is consistent with this plan.
N/A	

Attachment C: Quincy Basin Change Authorizations

C.1	Provide a brief narrative explaining the general nature and intent of the proposed change(s) to the water right.
N/A	

C.2	If this water right has previously been changed, summarize whether the previously authorized changes have been completed.
N/A	

Attachment D: Drought Change Authorizations

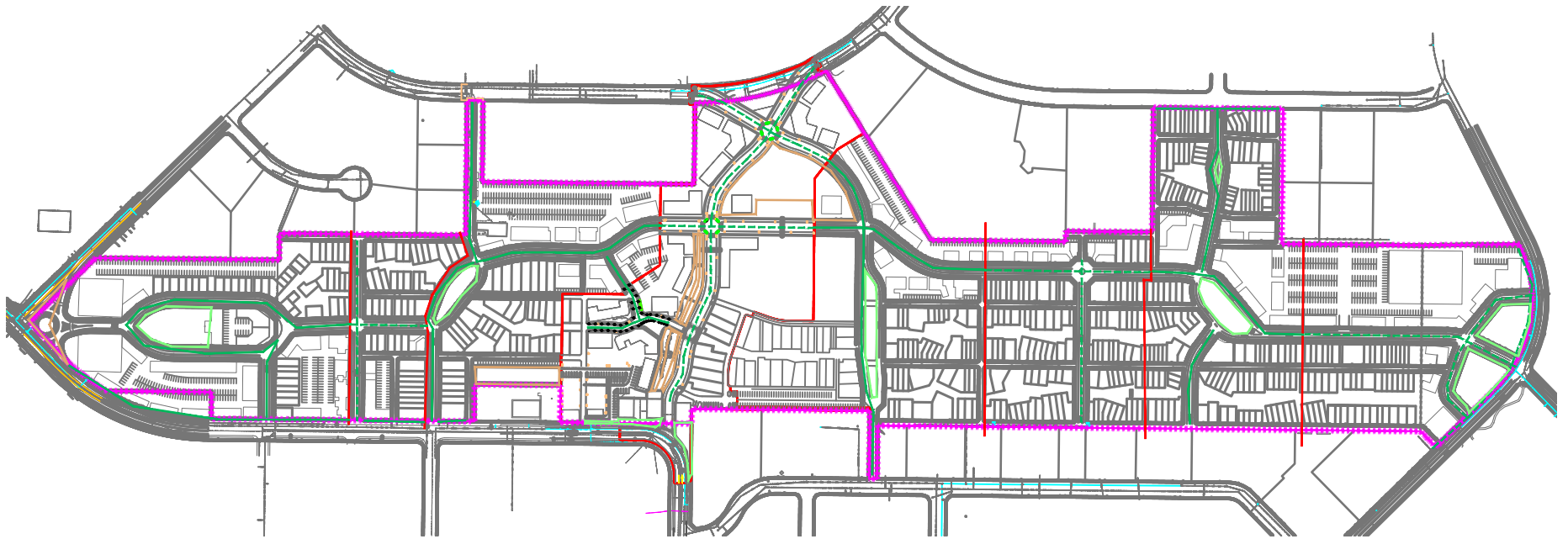
D.1	Describe the specific circumstances pertaining to your water shortage. Describe how existing water rights are insufficient to address these impacts due to the drought.
N/A	

D.2	Describe how the water right proposed for change will address these impacts.
N/A	

D.3	Have you had any previous drought-specific authorizations for the subject parcels? If yes: • What are the Drought Authorization numbers? • Did those former authorizations cause impairment to other water users?
N/A	

D.4	<u>For irrigation changes</u>, indicate what types of crop(s) or orchard(s) you will be growing this year. Describe how the crop(s) or orchard(s) may be impacted by this year's drought.
N/A	

Attachment 1:
Vista Field
Preliminary Design Plans



VISTA FIELD -COMMON AREA LANDSCAPE QUANTITIES by TYPE & PHASE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	TOTAL	
STREET TREES										
Roadways & Woofners w/Street Trees {lf}	2,730	1,940	1,930	1,105	960	2,380	1,525	1,925	14,495	LF
Street tree space per LF	15	15	15	15	15	15	15	15		
Total Street Trees	182	129	129	74	64	159	102	128	966	Trees
LANDSCAPE AREAS in Square Feet (Lower Consumption Rate 33% hardscape, remainder plants & trees)										
Central Park/Plaza-entire park area (33% hardscape)	80,000									1.8 Acres
Stream adjacent (north of Espanola Way)	10,750									0.2 Acres
Stream adjacent (south of Espanola Way)	8,250									0.2 Acres
Urban Gardens			20,500							0.5 Acres
Deschutes & Young Roundabout						10,000				0.2 Acres
Total Low Consumption Landscape Areas	99,000	0	20,500	0	0	10,000	0	0	3.0	Acres
LANDSCAPE AREAS in Square Feet (Higher Consumption Rate could be 50%-75% sod, remainder plants & trees)										
Deschutes Triangle	7,500									0.2 Acres
Deschutes Hangar frontage	4,500									0.1 Acres
Grandridge medians		17,000								0.4 Acres
Quay/FBO drive median			14,000							0.3 Acres
SW commercial median						34,275				0.8 Acres
Rio Grande medians							20,000			0.5 Acres
Kellogg Commons								51,000		1.2 Acres
Total High Consumption Landscape Areas	12,000	17,000	14,000	0	0	34,275	20,000	51,000	3.4	Acres
LANDSCAPE AREAS UNIQUE ELEMENTS										
Water Feature	4,500 gpd under worst scenario (hot & windy)									

SUMMARY		Acre Feet			
		Acre Feet per Unit	Total	Phase #1	Phases #2-8
Total Street Trees	966	0.0012 Tree	1.16	0.22	0.94
Total Acres Low Consumption Areas	3.0 Acres	2.5000 Acre of Land	7.43	5.68	1.75
Total Acres High Consumption Areas	3.4 Acres	4.0000 Acre of Land	13.62	1.10	12.51
Water Feature	4,500 gpd	3.3000 Water Feature	3.30	3.30	0.00
		TOTAL	25.51	10.30	15.21

Notes:

Potential consumption identified for common areas (streets, medians, parks) only and presumes consumption on building sites will utilized potable water serving building

Street trees are spaced at 30ft on center on both sides of the street, hence the 15ft spacing

Intersections deducted from total street centerline

Existing roadways (Deschutes, Young, Rio Grande & Kellogg) factors as only having trees every 30ft

{LDP @10:30am}

Attachment 2:

G4-*03378CWRIS Certificate

CERTIFICATE RECORD No. 5 PAGE No. 2206-ASTATE OF WASHINGTON, COUNTY OF Benton**Certificate of Ground Water Right**

Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the State Supervisor of Water Resources thereunder.

THIS IS TO CERTIFY That TWIN CITY LIVESTOCK & POULTRY CO., INC.
 of Kennewick, Washington, has made proof
 to the satisfaction of the State Supervisor of Water Resources of Washington, of a right to the use of
 the ground waters of a well
 located within Tracts 7 and 8 of Chicago Ten-Acre Tracts, Sec. 5, Twp. 8 N.,
Rge. 30 E.W.M.
 for the purpose of irrigation
 under and subject to provisions contained in Ground Water Permit No. 3130 issued by the State
 Supervisor of Water Resources and that said right to the use of said ground waters has been perfected
 in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Water
 Resources of Washington and entered of record in Volume 5 at page 2206-A;
 that the right hereby confirmed dates from September 21, 1953; that the quantity of ground
 water under the right hereby confirmed for the purposes aforesaid, is limited to an amount actually
 beneficially used for said purposes, and shall not exceed 300 gallons per minute; 120 acre-
feet per year for irrigation of 30 acres.

A description of the lands to which such ground water right is appurtenant, and the place where
 such water is put to beneficial use, is as follows:

**Tracts 7 and 8, Chicago Ten-Acre Tracts, Sec. 5, Twp. 8 N.,
 Rge. 30 E.W.M.**

The right to the use of the ground water aforesaid hereby confirmed is restricted to the lands or
 place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

WITNESS the seal and signature of the State Supervisor of Water Resources affixed this

12th day of April, 1955.

M. G. Walker
 State Supervisor of Water Resources.

ENGINEERING DATA

C.K. RNR

Ground Water Permit No.

**CERTIFICATE OF GROUND
WATER RIGHT**

Recorded in the office of the State Super-
visor of Water Resources, Olympia, Wash-
ington, in Book No. of Ground
Water Right Certificates, on page,
on the day of,
195.....

STATE OF WASHINGTON,

County of

} ss.

I certify that the within was received and
duly recorded by me in Volume
of Book of Water Right Certificates, at
page, on the day of
....., 19.....

Attachment 3:

Historical Aerial Images



Figure 1A

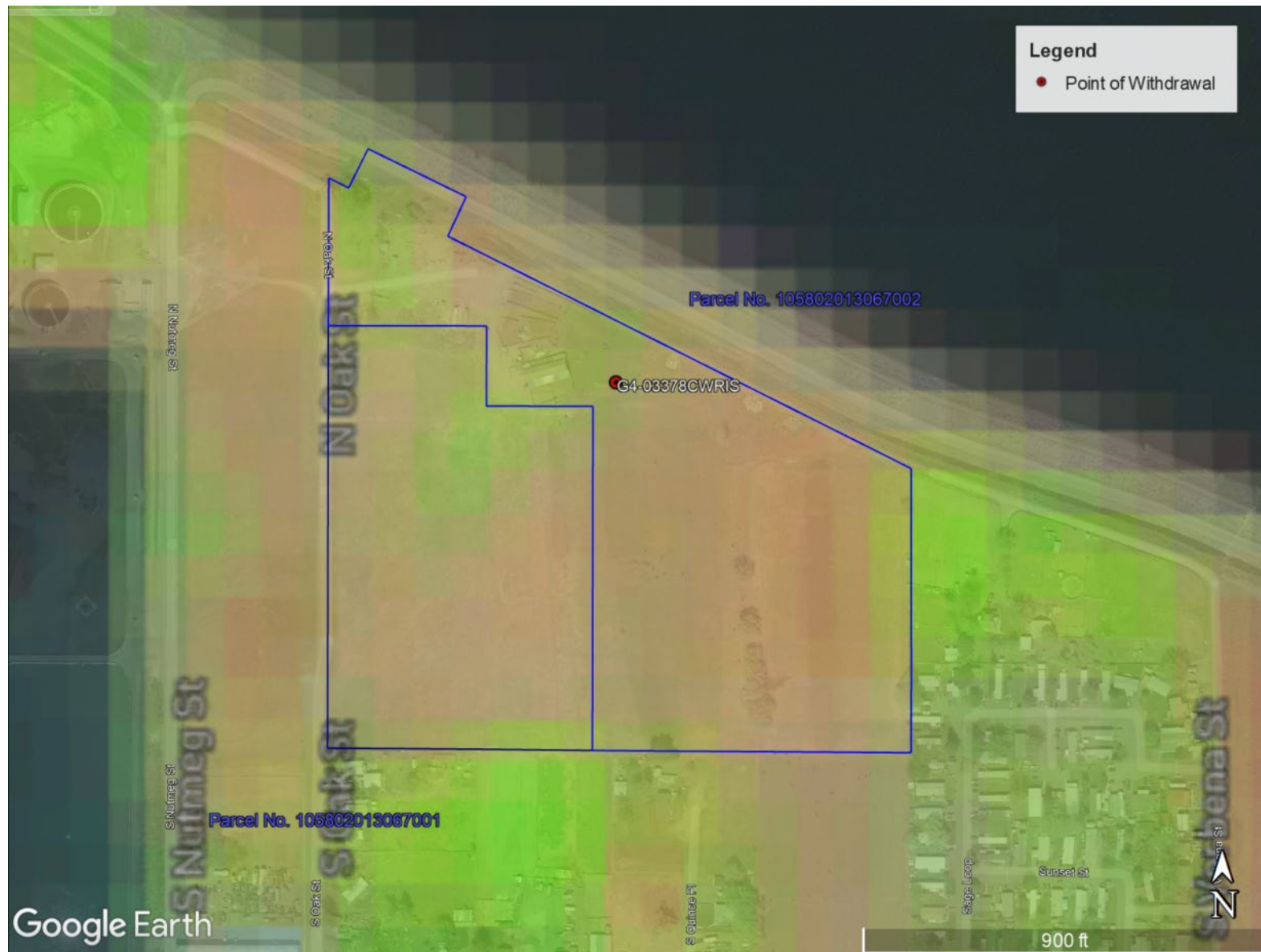
August 1955, Central Washington University

Port of Kennewick
Benton County, WA

Aspect Consulting

8/8/2023

S:\Port of Kennewick 220599\Data\Analyses\Historical Aerial Analysis



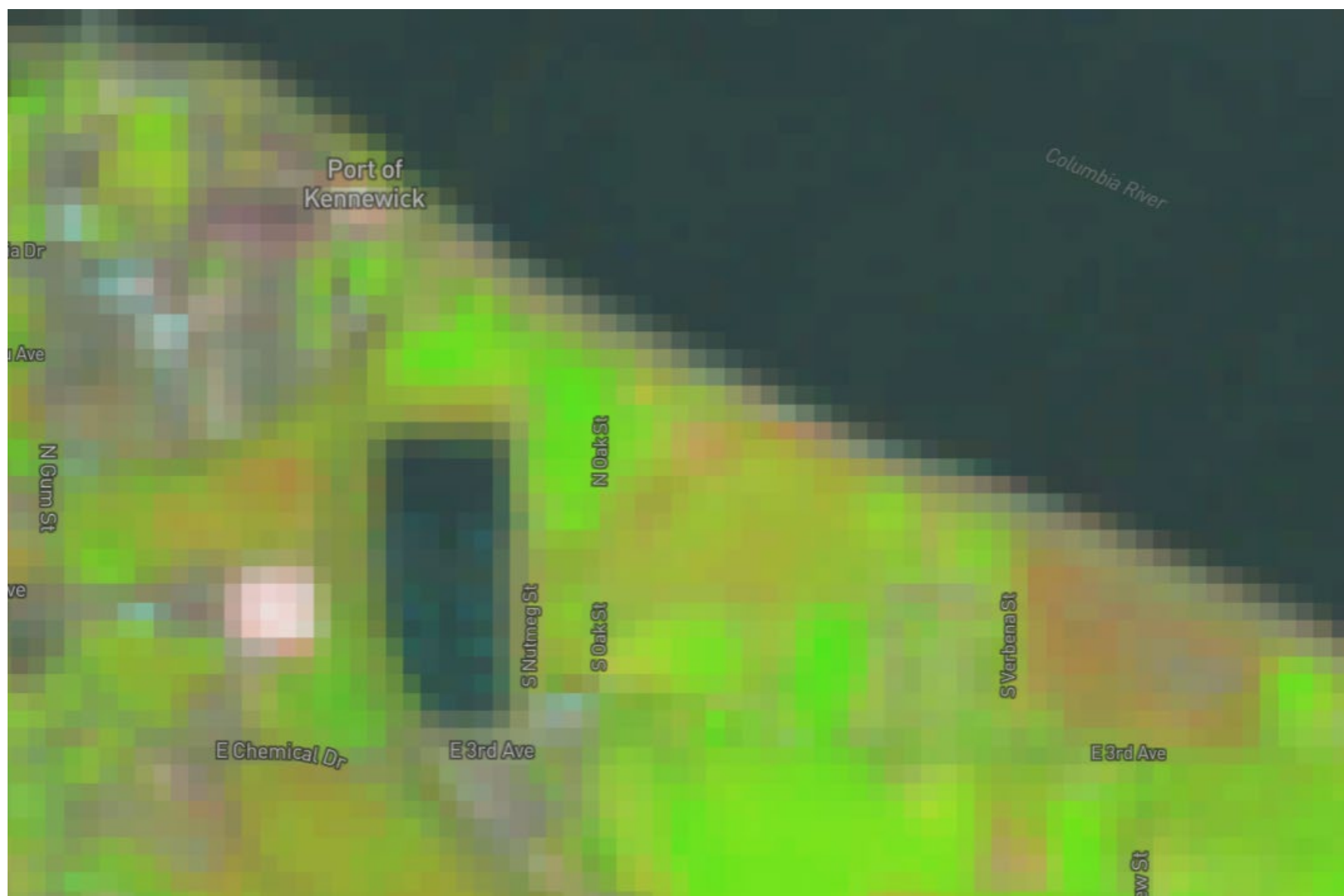
Aspect Consulting

8/8/2023

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Figure 1B
August 1982, Landsat

Port of Kennewick
Benton County, WA



Aspect Consulting

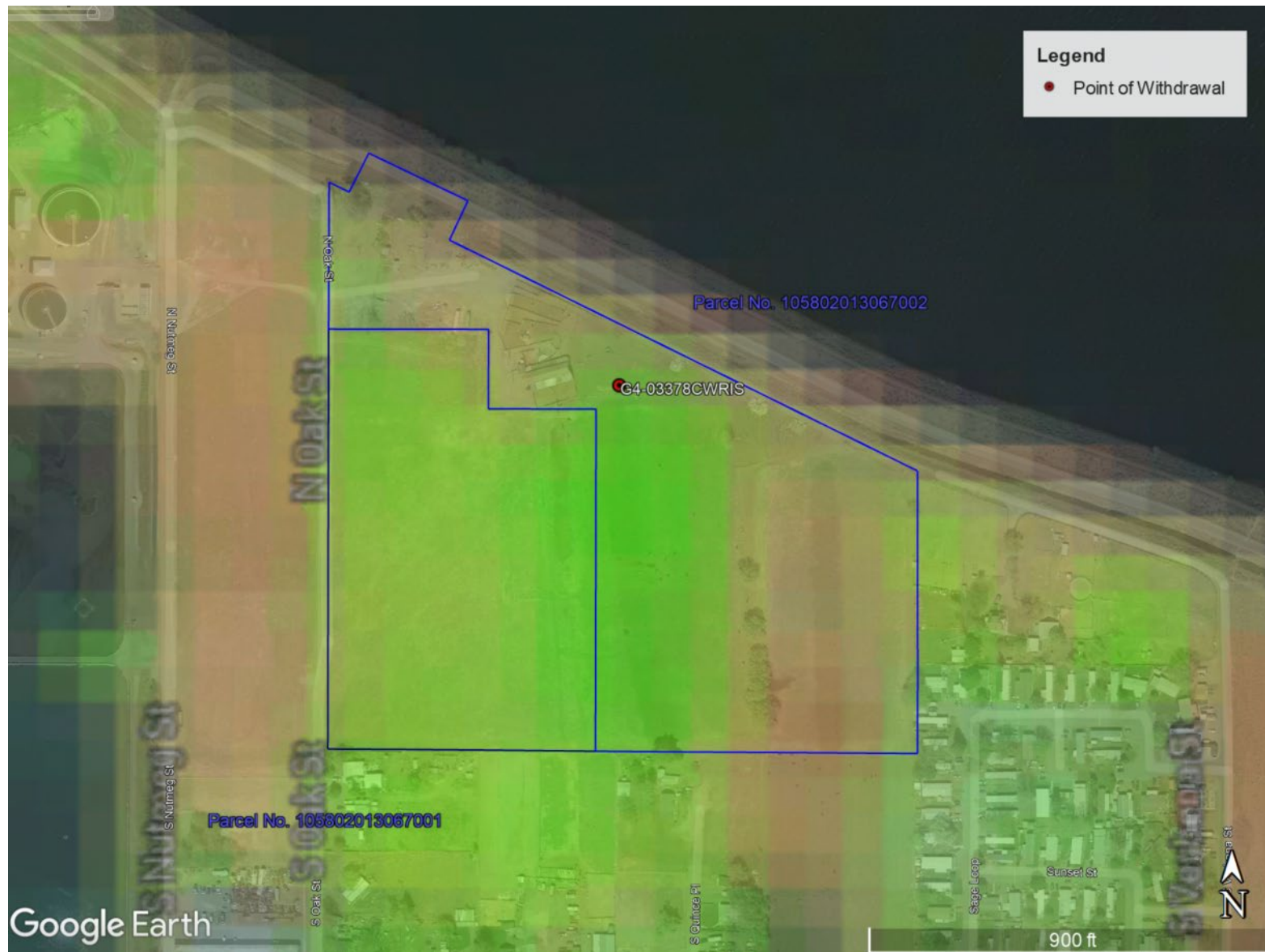
8/8/2023

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Figure 1C

May 1984, Landsat

Port of Kennewick
Benton County, WA



Aspect Consulting

8/8/2023

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Figure 1D
August 1995, Landsat

Port of Kennewick
Benton County, WA

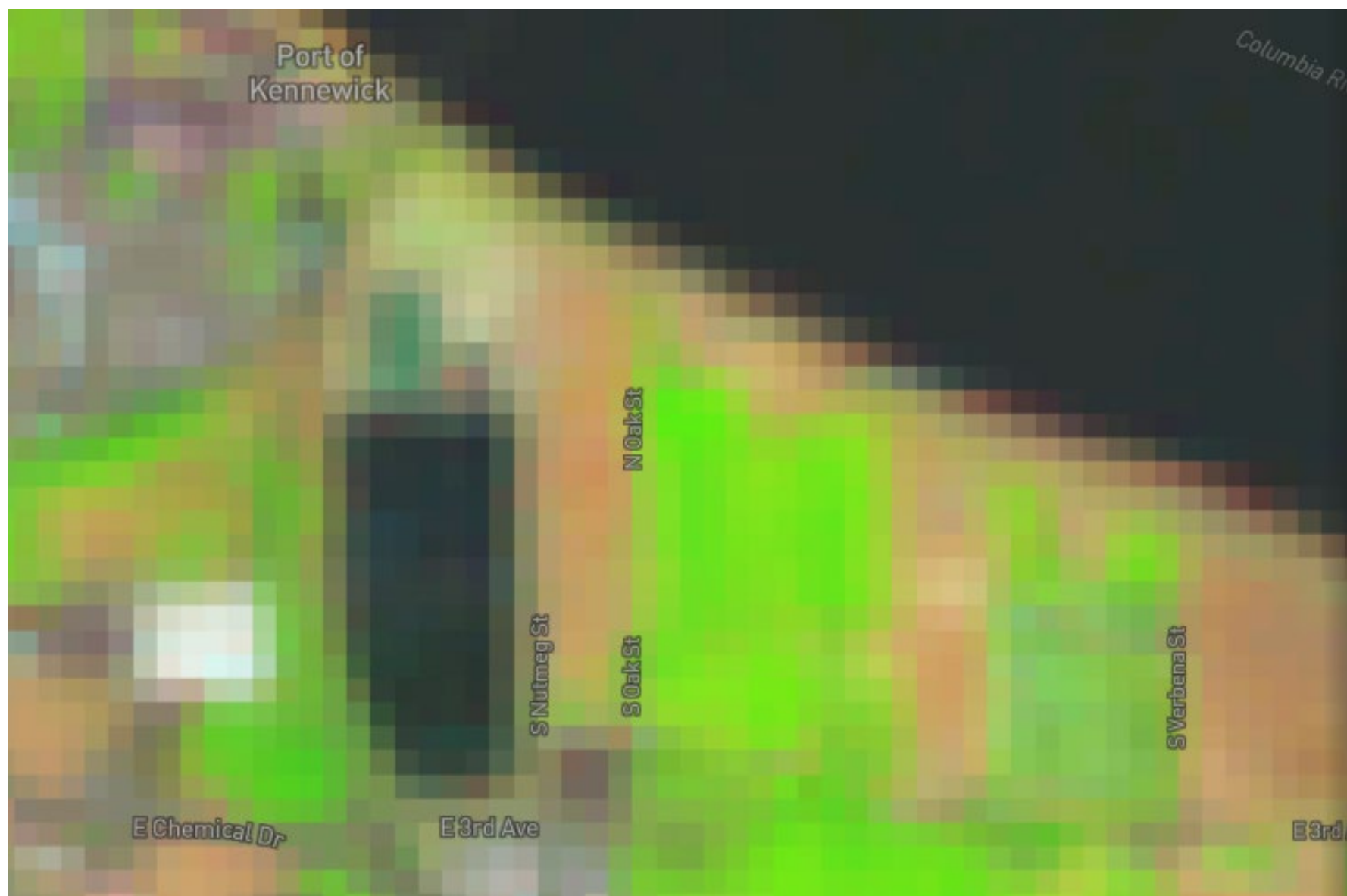


Figure 1E
July 1999, Landsat
Port of Kennewick
Benton County, WA

Aspect Consulting

8/8/2023

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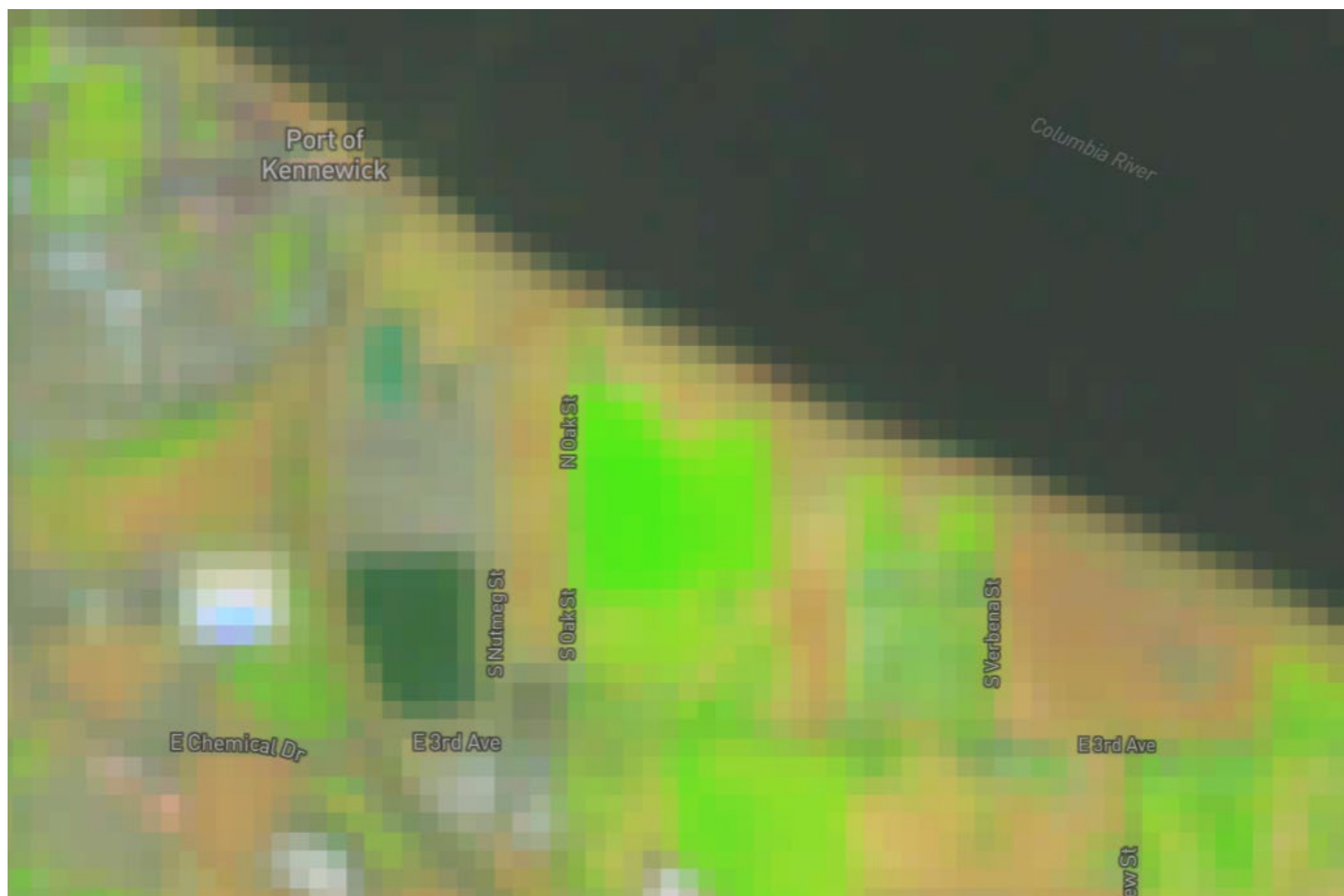
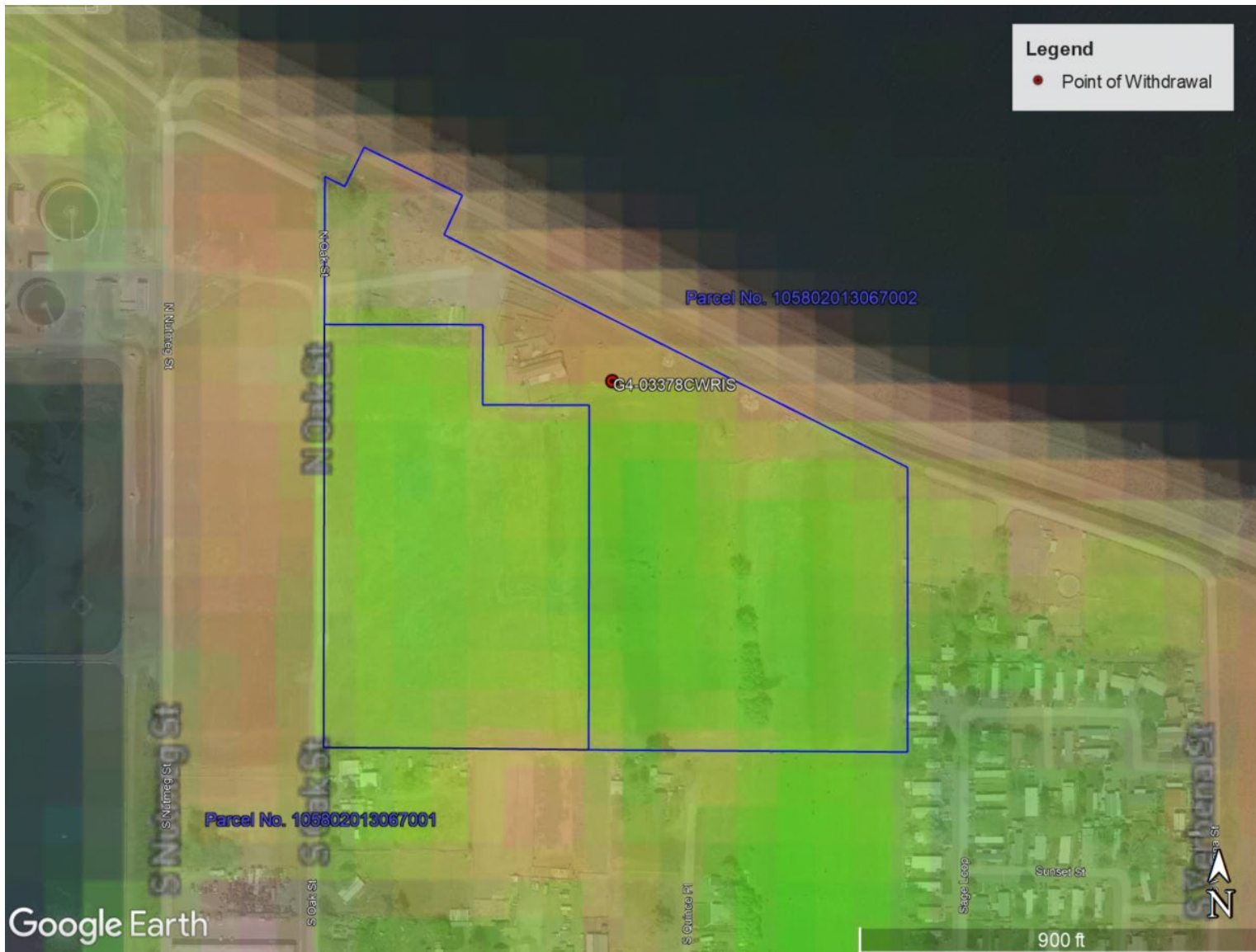


Figure 1F
May 2002, Landsat
 Port of Kennewick
 Benton County, WA



Aspect Consulting

8/8/2023

S:\Port of Kennewick 220599\Data\Analyses\Historical Aerial Analysis

Figure 1G
Sept 2007, Landsat

Port of Kennewick
Benton County, WA



Aspect Consulting

8/8/2023

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Figure 1H
March 2008, Landsat
 Port of Kennewick
 Benton County, WA



Figure 1J

May 2011, Google Earth

Port of Kennewick
Benton County, WA

Aspect Consulting

8/8/2023

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Aspect Consulting

8/8/2023

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Figure 1K
August 2016, Google Earth

Port of Kennewick
Benton County, WA



Aspect Consulting

8/8/2023

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Figure 1L
Feb 2020, Google Earth
Port of Kennewick
Benton County, WA



Aspect Consulting

8/8/2023

S:\Port of Kennewick 220599\Data\Analyses\Historical Aerial Analysis

Figure 1M
April 2021, Google Earth

Port of Kennewick
Benton County, WA



Aspect Consulting

8/8/2023

S:\Port of Kennewick 220599\Data\Analyses\Historical Aerial Analysis

Figure 1M
April 2023, Google Earth

Port of Kennewick
Benton County, WA

Attachment 4:

Hydrogeologic Investigation

DRAFT MEMORANDUM

Project No.: 150244-A17

August 29, 2023

To: Larry Peterson, Port of Kennewick

From: **Jay Pietraszek, LHG** **Dan Haller, CWRE**
Associate Hydrogeologist Principal Engineer
jpietraszek@aspectconsulting.com dhaller@aspectconsulting.com

Re: **Hydrogeologic Investigation for the Transfer of the Port of Kennewick
Groundwater Right G4-*03378CWRIS**

This memorandum presents the findings of a hydrogeologic investigation performed by Aspect Consulting, LLC (Aspect) to support the Port of Kennewick's (Port) water right change application with the Washington State Department of Ecology (Ecology). The Port is applying to divide and transfer groundwater right G4-*03378CWRIS to the Benton County Fairgrounds (Fairgrounds), and to Vista Field redevelopment project (Vista Field) both located in Kennewick, Washington (Figure 1). The Port's existing point of withdrawal (POW) is a dug well adjacent to the Columbia River. The proposed new points of withdrawal include a new well at Vista Field (ground to ground transfer) and an existing withdrawal point from constructed gravel pit lake at the Fairgrounds (i.e., groundwater to surface water transfer).

The objectives of this investigation are to 1) show that the proposed new points of withdrawal are located in the same body of groundwater / same source of water as the existing POW, and 2) evaluate the potential for local well-pumping interference from the proposed new points of withdrawal.

Summary of Findings

Based on our review of existing documentation and the site-specific conceptual model presented below, we find that:

- All existing and proposed water sources are in continuity with the Columbia River. The existing POW is from a shallow well situated approximately 300 feet from the Columbia River. The two proposed points of withdrawal include a new well at the Vista Field development and an existing surface water diversion from a constructed gravel pit lake at a former gravel mine at the Fairgrounds.

- The regional geologic information indicates that a production well at Vista Fields could be completed in flood gravel sediments, similar to those at the existing POW. If flood gravels are not present in this location, the well could be completed in basalt. Groundwater in the basalt also appears to be in hydraulic continuity with the Columbia River, although intervening low-permeability sediments could act to delay or mute the response.
- The gravel pit lake was constructed as part of gravel mining operations. Gravel below the water table was excavated, leaving a remnant pit lake. Therefore, the water in the pit lake is a surface expression of groundwater and pumping from the lake is essentially the same as pumping from a large, dug well.
- Ecology Policy 2010, *Defining and Delineation of Water Sources*, provides guidance for determining the source of water (including same body of public groundwater) for water resources permitting decisions. In the vicinity of the Project, wells completed in the unconsolidated alluvium (alluvial aquifer) are in hydraulic continuity, receive recharge from the same catchment, and share a common flow regime. No barriers to groundwater flow are locally present in the vicinity of the project Site. We conclude that groundwater and surface water in the adjacent reach of the Columbia River are in the same source of water.
- The withdrawal of groundwater in close proximity and in direct continuity with the Columbia River will not have a significant effect on surrounding groundwater elevations. The Columbia River is a hydraulic recharge boundary condition, and any drawdown impacts will be attenuated by the river.
- A thorough evaluation of aquifer properties in the Project vicinity was not possible because of insufficient existing information. However, information on aquifer properties obtained from regional reports and nearby well logs were used to approximate the specific capacity and aquifer transmissivity at the proposed well location. Conservative estimates indicate no potential for impairment at nearby existing wells.

1 Project Background

The Port's existing water right certificate (G4-*03378CWRIS) is for the irrigation of approximately 30 acres on two contiguous parcels (293334 and 293335), located in Kennewick, WA adjacent to the west of the Columbia River (Figure 1). The certificate authorizes groundwater use up to an annual quantity of 120 acre-feet and maximum instantaneous withdrawal of 300 gallons per minute (gpm; Table 1).

The Port retained the water right for the land parcels, which were sold in 2020, and is requesting to transfer the right to the following:

1. Transfer 46.03 acre-feet per year (afy) for irrigation to the Benton County fairgrounds site (under an existing Purchase and Sale Agreement (PSA)).
2. Transfer 25.51 afy to the Vista Field redevelopment project for irrigation and a water feature.
3. The balance of the right to Benton County fairgrounds for additional uses under a new or amended PSA.

Table 1. Port of Kennewick Water Right Summary

Water Right	Point of Withdrawal	Instantaneous Quantity, Qi (gpm)	Annual Quantity, Qa (afy)	Irrigated Acres	Priority Date
G4- *03378CWRIS	Dug Well (Sec 35, T 8N, S 30E)	300	120	30	9/21/1953

Under Revised Code of Washington (RCW) 90.44.100, the same body-of-groundwater test is triggered when adding or changing wells to an existing water right (public interest and water availability test). Ecology's Policy 2010 discusses how the same body-of-groundwater test and ground-to-surface evaluations are administered.

1.1 Existing Point of Withdrawal

The existing POW is a dug well that was constructed in 1953 (Figure 2). According to the water right permit, the well is 18 feet deep with a diameter ranging from 60 to 72 inches. No well log is available due to the age of well. Based on well location and depth, review of nearby well logs, and known hydrogeologic conditions, it is certain that the well is completed in unconsolidated deposits (alluvial flood gravels) that are in direct hydraulic continuity with the Columbia River.

1.2 Proposed New Points of Withdrawal

The water right transfer will result in two new points of withdrawal:

1. A new (yet to be constructed) well at the Vista Field Development (Figure 3). The approximate well location was determined by the Port to be in the central portion of the development (NW, SES32, T9N, R29E; Figure 1). The benefits of this location at the proposed development property are twofold: 1) closer to the Columbia River and higher likelihood of encountering coarse saturated flood gravels, and 2) slightly lower ground elevation in this portion of the property, which should reduce the depth of the well. Review of regional geologic information and local well logs indicates an approximate 200 foot well completed in unconsolidated deposits can provide sufficient well yields. As detailed in Section 2.3, a well completed in gravel in this location is anticipated to be in hydraulic continuity with the Columbia River and in the same body of groundwater as the existing POW.
2. A surface water withdrawal point from a constructed gravel pit lake at the Fairgrounds. The lake is a remnant pit from a closed gravel mining operation that was dug in the 1970's, or earlier. The approximate surface water elevation is 340 feet, and similar to the Columbia River, suggesting hydraulic continuity. The lake is approximately 15 feet deep and completed in gravel and is effectively an expression of groundwater that operates like a large dug well completed in gravel. The pit lake is currently used as a water source for dust control and turf irrigation at the fairgrounds. Additional details are provided in Section 2.3.

2 Hydrogeologic Investigation

Key elements of the structural setting and geologic history in the vicinity of the Columbia River provide the basis for our interpretation of site hydrogeology.

2.1 Site Location

The Project site is in Kennewick, Washington, near the Columbia River (Figures 1 to 4). There are three specific locations associated with the Project:

- The existing POW is comprised of 2 parcels (293334 and 293335) that cover approximately 30 acres, adjacent to the south of the Columbia River and approximately 1 mile downstream (southeast) of Clover Island and the Highway 397 bridge (Figure 2). The ground elevation of this site is approximately 350 feet, or roughly 10 feet above the Columbia River. The Port sold the parcels in 2020 (but retained the water rights).
- The Vista Field Development is a proposed development at the former Vista Field airport. The site covers 103 acres and is located 5.5 miles west of the Port's former property and approximately 1 mile south of the Columbia River (Figure 3). The ground elevation at the proposed POW is approximately 500 feet.
- The Benton County fairgrounds is approximately 1 mile south of the Port's former property. The gravel pit lake (proposed POW) is on the southeast side of the property (Figure 4). The lake covers a surface area of approximately 1 acre. The water elevation in the lake is approximately equal to the Columbia River (~340 feet).

2.2 Regional Geology

The project area is located adjacent to the present-day Lake Wallula, created by the damming of the Columbia River at McNary Dam, in the Columbia Basin physiographic province near the southern edge of the structural low known as the Pasco Basin. The Columbia Basin province is distinguished by the Miocene Columbia River flood basalts (CRBGs), which were emplaced in multiple flows approximately 17 to 6 Ma, folded by regional tectonism, and subsequently uplifted. The modern Columbia River established its course through folds in the basalts, downcutting further through the uplifted bedrock. It now skirts the western perimeter of the province in a typically narrow valley.

The Site is north of the Horse Heaven Hills anticline, a feature of the Yakima fold and thrust belt. It sits upgradient of the Wallula Gap, a constriction in the Saddle Mountain member of the Columbia River basalts that allows passage of the Columbia River from the Columbia Basin to the Pacific Ocean.

Glacial outburst floods during the Pleistocene repeatedly inundated the region. Flood waters encountered restricted flow at Wallula Gap, and both coarse- and fine-grained sediments were deposited in the Pasco Basin. These deposits are sometimes referred to as the Hanford formation sediments. There were multiple flood events and the flooding and recessional events created complex stratigraphic features. These processes include the formation of ancient Lake Lewis in the Pasco Basin. As water from Lake Lewis drained, loess that had been eroded from northern regions and fluvially transported into the Pasco Basin was left behind in layers of slackwater sediments.

Surficial geologic maps show the presence of flood gravels in the vicinity of the Project site that encompass both the existing and proposed POWs. The flood gravels are separated into four classifications (Qfg1 to Qfg4), depending on their age (Figure 5). The flood gravels are found along the Columbia River floodplain and on relic terraces and include very coarse gravel dominant deposits (sometimes referred to as the Pasco Gravels) and finer sand and silt dominant deposits (sometimes

referred to as the Touchet Beds). More recent alluvial deposits overlie flood deposits near the Columbia River. The flood deposits overlie finer-grained, tertiary-aged sediments that are part of the Ringold Formation. The Columbia River Basalt Group underlies the Ringold Formation.

Review of well logs in the vicinity of the Port's former property indicates coarse-grained sediments are present to approximately 30 to 50 feet below ground surface (bgs), interpreted to represent the flood gravel deposits. The flood gravel deposits are variable and certain well logs indicate the presence of finer-grained intervals. Clay deposits are present below the gravel deposits in most of the deeper wells, with thicknesses up to approximately 30 feet. Basalt bedrock is present at depths of approximately 70 to 100 feet bgs.

2.3 Hydrogeologic Framework

Well logs in the vicinity of the Port's former property exhibit a lithology of outburst flood gravels, often underlain by a distinct layer of tan silt or clay that is underlain by basalt bedrock. The local wells tap into one of two primary aquifers: shallow groundwater in the flood gravels or groundwater in the upper (i.e., fractured) basalt. A review of approximately 70 well logs in the project vicinity indicates that approximately 60 percent of the wells in the project vicinity are completed in Basalt and 40 percent are completed in gravel. Typically, the gravel wells are located nearer the Columbia River but several well logs completed in gravel were identified near the Vista Fields development and several miles from the Columbia River.

The wells completed in the flood gravels are generally 30 to 100 feet deep and have static water levels ranging from approximately 10 to 60 feet bgs. The well logs indicate relatively high production rates from this aquifer (e.g., six-inch wells producing 40 gpm without measurable drawdown). The available information from the dug well at the existing POW also indicates high productivity within the gravels.

Due to limited saturated thickness and the presence of lower-permeability material within the gravels in certain areas, many of the wells in the project area are completed in basalt. The majority of the basalt wells are 100 to 400 feet deep. The static water levels in the Basalt wells range from approximately 20 to 100 feet bgs and generally correspond with the Columbia River water elevation. It is likely that the basalt wells are also in hydraulic continuity with the Columbia River, although the finer-grained, lower permeability sediments that overlie the basalt in some areas could cause a delayed or muted response.

2.4 Aquifer Properties

Site-specific aquifer parameters of the flood gravel/alluvial aquifer system are estimated using conservative values from published information for the project area (Bauer and Hanson, 2000).

- The hydraulic conductivity (K-value) of the flood gravel deposits vary depending on depositional environment and sediment size. Areas with very coarse deposits can have extremely high K values (i.e., more the 1,000 feet per day). Lower values are typical of zones with finer-grained silts and fine sands. A conservative value of 100 feet per day (ft/d) was used for the impairment analysis. This value is typical for relatively clean sand and gravel and is consistent with published values for unconsolidated aquifers in the area.
- Transmissivity is the rate at which water is transmitted through the aquifer per unit width and is calculated by multiplying the K-value by the depth of the aquifer. The 100 ft/d K-value

described above and an assumed aquifer thickness of 40 feet produces a transmissivity estimate of 4,000 ft²/day.

- Aquifer storativity is dimensionless measure of the relationship between aquifer yield and drawdown. No published storativity values could be found for the shallow aquifer system. Storativity for unconfined sand and gravel typically ranges from 0.15 to 0.25 (i.e., 15 to 20 percent; Driscoll, 1986). For the purposes of the impairment analysis, and to remain conservative, a storage coefficient of 0.15 was used.

3 Relationship between Original Source and Proposed Sources

Ecology Policy 2010, *Defining and Delineation of Water Sources*, provides guidance for determining the source of water (including same body of public groundwater) for water resources permitting decisions. In evaluating changes to groundwater rights, the policy describes the intent of the same body of public groundwater test as preserving the priority system among rights within the same source of water and ensuring reliability of water supply during times of shortage.

The *Technical Considerations* section of Ecology Policy 2010 defines a source of water as a body or bodies of water which:

- Are hydraulically connected
- Share a common recharge (catchment) area
- Share a common flow regime
- Are isolated from other sources by the presence of effective barriers to hydraulic flow

The existing POW authorized under water right G4-*03378CWRIS is a dug well completed in flood gravels and located within approximately 200 feet of the Columbia River. The well is 18 feet deep. According to the Report of Examination for the water right, the original point of diversion was from a drainage ditch (also referred to as an infiltration trench) along the base of the McNary Pool dike on the Columbia River. The dug well was constructed to replace the drainage ditch diversion. Both the original point of diversion and the current point of diversion (dug well) are clearly in hydraulic continuity with the Columbia River.

The POW at the Fairgrounds is from a constructed pond that was dug in the 1970s as part of a gravel mining operation. The pond is situated in the bottom of a gravel pit, known locally as the Matheson Pit. The pit lake was dug with excavators to determine if additional gravel was present. According to Bill Ziegler, the former superintendent of the mine (Acme Concrete), the hole is approximately 15 feet deep and completed in gravel. The water elevation of the pond appears to be consistent with the Columbia River and dug well, suggesting hydraulic continuity. The water in the gravel pit is effectively a surface expression of groundwater from the same source as the dug well on the Port's former property.

The POW for the Vista Fields Development has not been constructed to date. The proposed location is a well completed in flood gravels in the central portion of the proposed development (Figure 3). Based on a review of nearby well logs, gravel deposits are present in the vicinity. It is inferred that groundwater in flood gravels in this location are in hydraulic continuity with the Columbia River and

in the same body of groundwater as the dug well. This will be confirmed through the drilling and testing of a well at the proposed POW.

Both of the proposed points of withdrawal appear to be hydraulically connected, receive recharge from the same catchment area, share a common flow regime, and are not separated by a barrier to hydraulic flow as the current POW. Therefore, we conclude they are in the same body of public groundwater under RCW 90.44.100.

4 Impairment Analysis

RCW 90.03.290 and RCW 90.44.060 require a determination that a water-right change will not impair existing rights. The potential for impairment to nearby groundwater wells was evaluated by calculating the water level drawdown resulting from pumping the proposed new points of withdrawal at the Fairgrounds and Vista Fields. Drawdown was evaluated at the nearest known existing users to the POW.

The existing water rights and mapped well locations (from Ecology's well log database) are shown on Figures 3 and 4 for the Vista Fields and Fairgrounds site, respectively. The closest existing water rights and/or mapped wells to each of the new POWs are:

- Vista Fields: The nearest mapped water rights to the proposed well location is certificated water right G4-267252CWRIS, located approximately 3,000 feet to the east and water rights G4-091725CL and G4-35074, which are both located approximately 3,200 feet to the east. G4-267252CWRIS is a Certificate with a priority date of 1975 for 50 gpm and 20 acre-feet per year for the irrigation of 5 acres. G4-091725CL is a claim from 1974 for stock water and domestic use. G4-35074 is an application from 2005 for 30 gpm and 6 acre-feet per year. Additionally, Ecology's well log database shows a well located off of Canal Street approximately 1,200 feet to the northeast. The well is 160 feet deep, has a static water level of 105 feet, and is completed in gravel.
- Fairgrounds: The nearest water right is claim G4-109032CL, located approximately 900 feet southeast of the pond, with a priority date from 1974 for 115 gpm to irrigate 10 acres. There is also an application (G4-35045) from Columbia Irrigation District for irrigation from 30 withdrawal locations, including to the south of the pond. Ecology's well log database shows there are two wells adjacent to the north of the pond. Because Ecology's database locations are approximate, subsequent review of these well logs indicate well log ID 479651 is located off Havana Street, approximately 3,000 feet east of the pond; and well log ID 379996 is located approximately 3,000 feet north of the pond.

Potential impairment to existing wells was assessed using an analytical model that predicts interference drawdown using Cooper-Jacob's Distance Drawdown method:

$$Drawdown = \frac{2.3Q}{4\pi T} \log \frac{2.25Tt}{R^2S}$$

The analysis used conservative estimates of aquifer parameters: transmissivity of 4,000 square feet per day and storativity of 0.15. Potential impairment to the two proposed POW's were evaluated as follows:

- Vista Fields: The water right change will transfer 25.51 acre-feet to Vista Field. The Potential interference drawdown was evaluated for the continuous pumping of 25.51 acre-feet over a 180-day irrigation season (4 gpm) at a well located 1,200 feet away (closest known well).
- Fairgrounds: The water right change will transfer the remainder of the Port's water right to the Fairgrounds (94.49 acre-feet). The potential interference drawdown was evaluated for the continuous pumping of 94.49 acre-feet over a 180-day irrigation season (16 gpm) at a well located 900 feet away (closest water right).

The drawdown calculations predict less than 0.1 feet of drawdown for the nearby well at Vista Fields and 0.3 feet of drawdown for the nearby well at the Fairgrounds, under the assumed conditions. This represents negligible change to the available drawdown at the Vista Fields nearby wells. No well information is available for the nearby water right at the Fairgrounds. But review of nearby well logs for wells completed in gravel and basalt indicates at 0.3 foot decrease in available drawdown is well within the seasonal and inter-annual variability in water levels and would not result in impairment.

These results indicate no potential for impairment at the nearest wells to the proposed POWs. This estimate of drawdown is considered conservative because the well will not be running continuously (operated periodically when irrigating and then rested), and the analysis does not consider natural recharge to the aquifer during the pumping period, which will reduce the amount of drawdown during the pumping period.

This analysis and the existing information provided on the well logs indicate impairment is unlikely at other existing wells located further from the POW. The drawdown estimates conservatively assume no leakage or boundary conditions. The maximum predicted increase in drawdown at the nearest existing well represents 3 percent of the total available drawdown in the well.

Therefore, we conclude that no impairment to existing groundwater rights or permit-exempt uses will occur in the shallow aquifer with full use of the requested quantity.

The above calculations could be updated after the construction of the Vista Fields production well, particularly if the observed geologic conditions require completing the well in basalt instead of unconsolidated deposits.

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Limitations

Work for this project was performed for the Port of Kennewick (Client), and this memorandum was prepared in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities, at the time the work was performed. This memorandum does not represent a legal opinion. No other warranty, expressed or implied, is made.

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Attachments

Figure 1 – Vicinity Map

Figure 2 – Existing Place of Use

Figure 3 – Vista Fields Development

Figure 4 – Benton County Fairgrounds

Figure 5 – Surficial Geology Map

FIGURES

GIS Print: G:\Projects\PortKenewick_220559\PortKenewick_220559.aprx: DL Vining Map | User: kennewick | Print Date: 8/18/2023



Existing Water Right: G4-*003378CWRIS

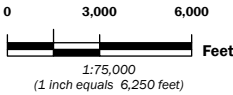
- Place of Use
- Point of Withdrawal

Proposed Place of Use

- Benton County Fairgrounds
- Vista Field Development

Proposed Point of Withdrawal

- Benton County Fairgrounds
- Vista Field
- Township/Range
- Section



Vicinity Map

Hydrogeologic Report
Port of Kennewick
Kennewick WA



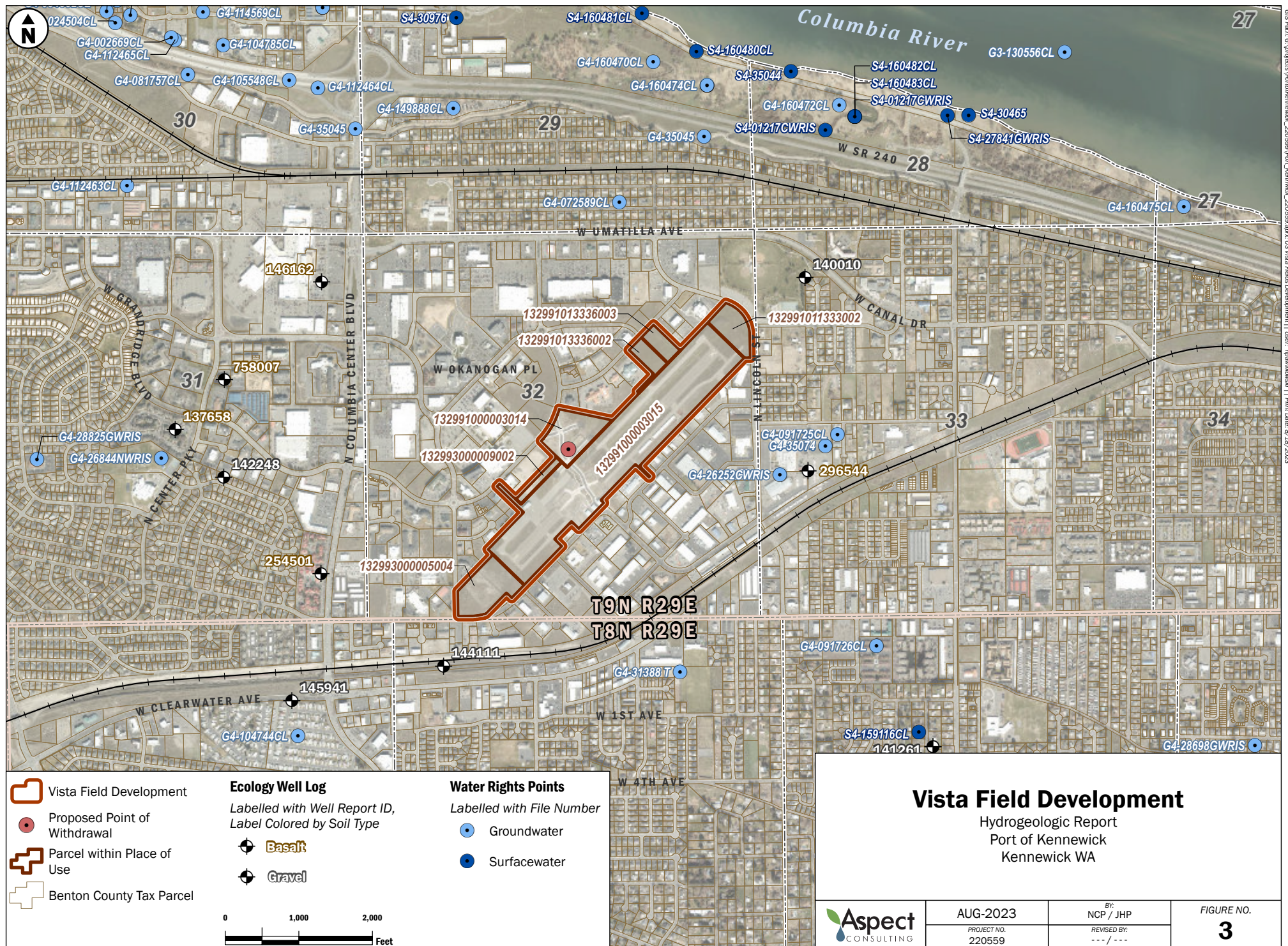
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PROJECT NO.
220559

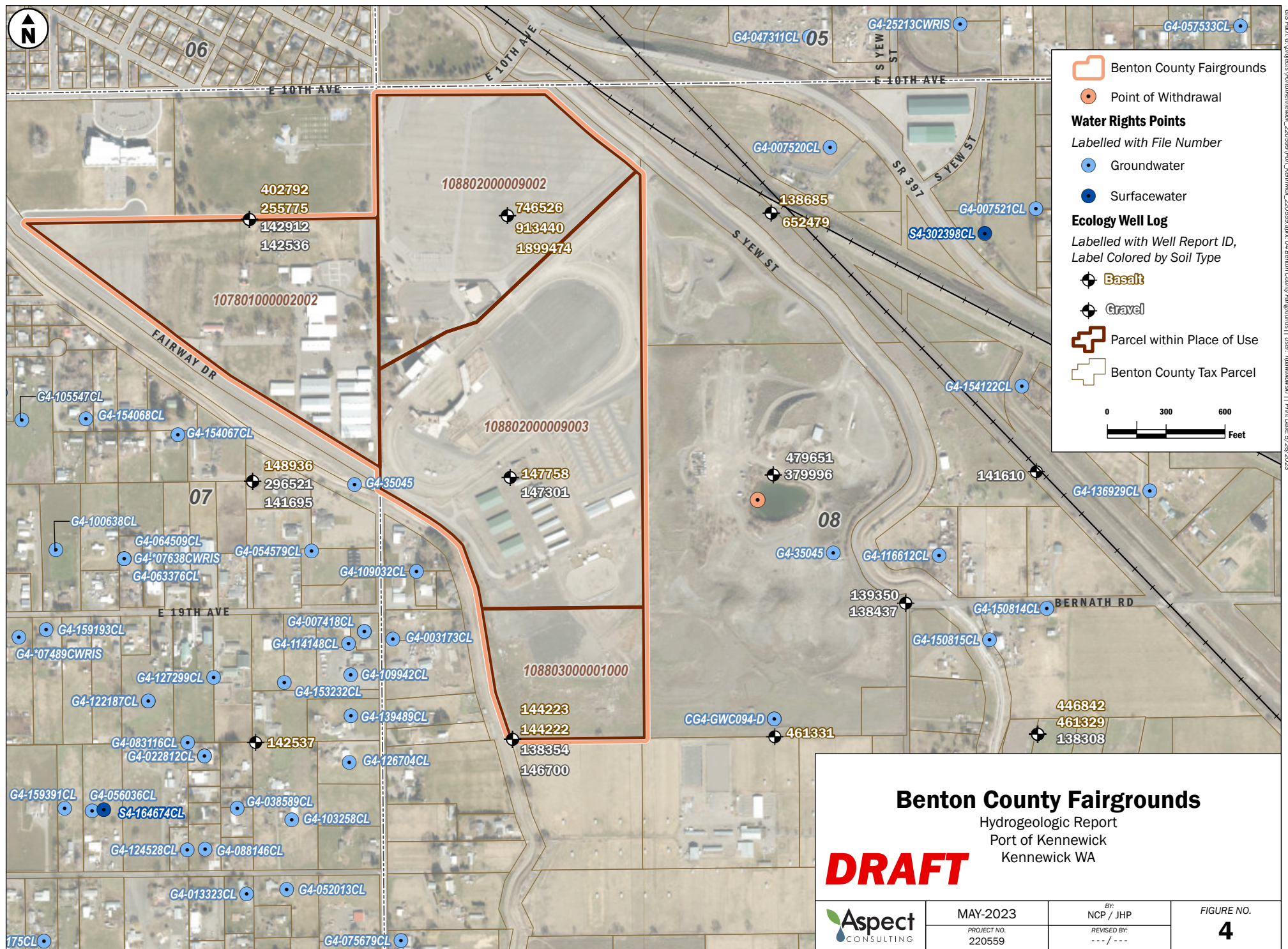
BY:
NCP / JHP
REVISED BY:

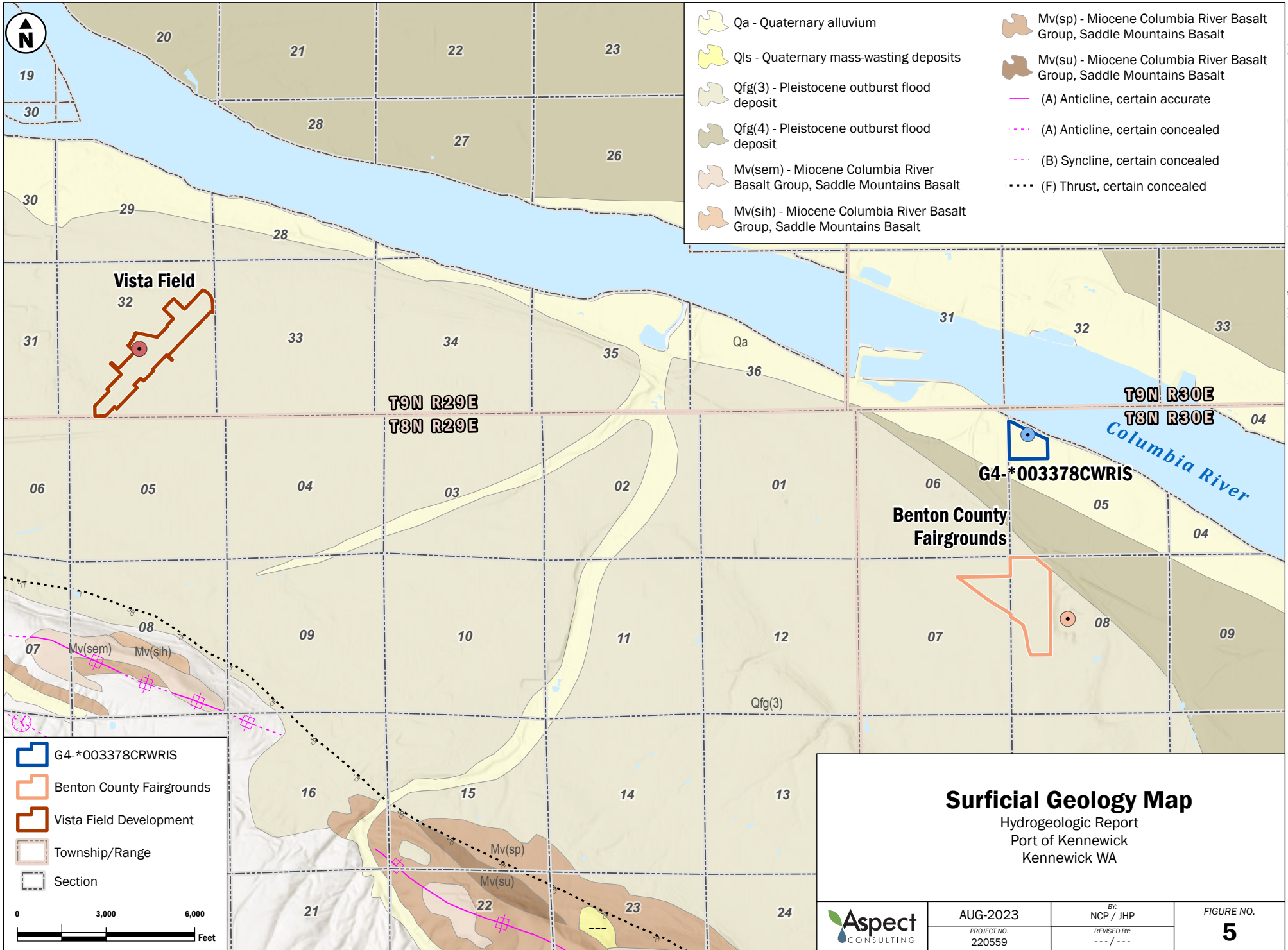
FIGURE NO.

1









Attachment 5:

Existing and Proposed Places of Use





- Vista Field Development
- Proposed Point of Withdrawal
- Parcel within Place of Use
- Benton County Tax Parcel

Ecology Well Log
 Labelled with Well Report ID,
 Label Colored by Soil Type

- Basalt
- Gravel

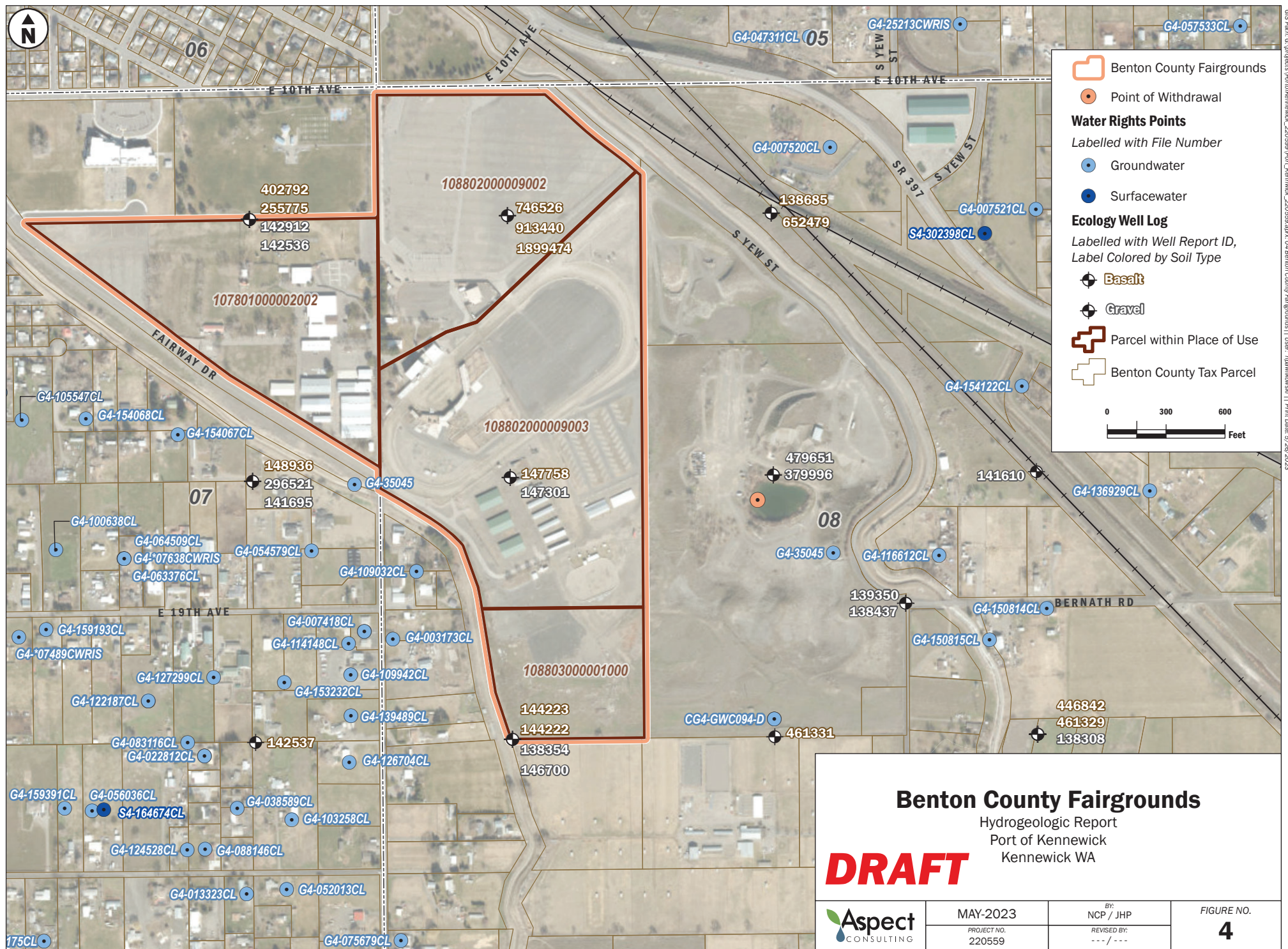
0 1,000 2,000
 Feet

- Water Rights Points**
 Labelled with File Number
- Groundwater
 - Surfacewater

Vista Field Development Hydrogeologic Report Port of Kennewick Kennewick WA

	AUG-2023	BY: NCP / JHP	FIGURE NO. 3
	PROJECT NO. 220559	REVISED BY: - - - / - - -	

Data source credits: ILE / EAC || Basemap Service Layer Credits: Geopix Surveys Ltd., Maxar



APPENDIX F:

Technical Memoranda

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Michael Zenthoefer (Scientist), Shane Phelps (Senior Planner)
Subject: Geology and Soils Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This technical memorandum covers the potential impacts related to geology and soils associated with the alternatives in the Vista Field Alternatives Study Draft EIS. For the purposes of this technical memorandum the study area is comprised primarily of Vista Field with some discussion of adjacent sites as necessary.

AFFECTED ENVIRONMENT

The Vista Field is an approximately 113 acre airport property which lies within west Kennewick, Washington approximately three quarters of a mile south of the Columbia River. The airport (the site) is situated north of the BNSF mainline railroad alignment, south of West Canal Drive, and east of North Columbia Center Boulevard. The airport is located at 534 feet of elevation with generally flat local and regional topography. Surrounding drainages generally flow north toward the Columbia River. The site is located within the Columbia Basin, an area with a long history of volcanic activity. Surface layers at the site are unconsolidated alluvial and glaciofluvial materials (Beauchene 2010). The United States Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) maps identify a total of two soil classifications (five subclasses) within the project area, Burbank loamy fine sand, and Hezel loamy fine sand (see figures 1 through 3 for more detail). Burbank loamy fine sand is described as excessively drained soil on terraces, with a depth of greater than 80 inches. The Burbank soil series is characterized by slow to medium runoff rates with rapid permeability (NRCS 2012). Burbank soils are present throughout the central and northern parts of the site and make up approximately 80 percent of the surface. Hezel loamy fine sand is described as somewhat excessively drained soil on dissected terraces, with a depth of greater than 80 inches. The Hezel soil series is characterized by slow to rapid runoff rates with rapid over moderately slow permeability (NRCS 2012). The Hezel soils make up approximately 20 percent of the site and are found only on the southwest tip.

Risks associated with geology, topography, and soils at the site primarily include water and wind erosion. Risks of landslide or mass failure are low because of the flat topography and deep soil layers. The highest potential for water erosion exists within the Hezel soils in the south where soil permeability is slower and runoff is more rapid; Burbank soils in the north have a more rapid permeability and slower runoff rate which reduces their erosion potential. However, wind erosion potential is likely higher in the north (for exposed soils) within the Burbank soils because rapid permeability will allow soils to dry faster allowing individual particles to be more available for wind driven movement (rates of soil movement will depend on particle size).



Figure 1. Soil Survey Map

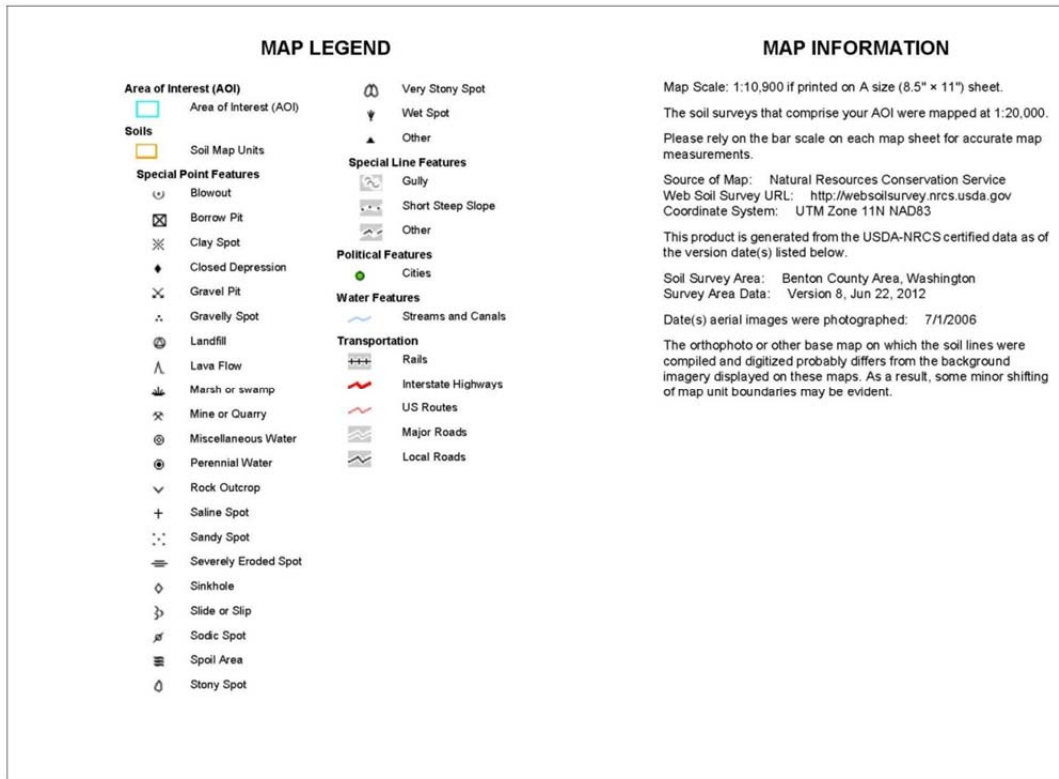


Figure 2. Soil Survey Map Legend

Soil Map—Benton County Area, Washington

VistaAirfield

Map Unit Legend

Benton County Area, Washington (WA605)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BbA	Burbank loamy fine sand, 0 to 2 percent slopes	29.3	11.0%
BIA	Burbank loamy fine sand, gravelly substratum, 0 to 2 percent slopes	192.4	72.1%
BID	Burbank loamy fine sand, gravelly substratum, 2 to 15 percent slopes	2.0	0.7%
HeA	Hezel loamy fine sand, 0 to 2 percent slopes	29.5	11.1%
HeD	Hezel loamy fine sand, 2 to 15 percent slopes	13.6	5.1%
Totals for Area of Interest		266.7	100.0%

Figure 3. Soil Survey Map Unit Legend

Regulation of potential disturbance of geology and soils during construction activities are largely covered by the Clean Water Act (CWA). The Washington Department of Ecology (Ecology) is responsible for overseeing and permitting projects that have the potential to cause soil disturbance that could affect waters of the state via administration of rules and regulations promulgated from, and/or associated with, the CWA. Construction site operations are required to be covered by a Construction Stormwater General Permit if the project plans to disturb one or more acre of soils that could discharge stormwater to surface waters of the state. Similarly, dependent upon amounts and type of impervious surface created, operational impacts to soils from contaminated stormwater may be regulated by Ecology. Discussion of stormwater permitting is addressed in the Water Resources and Utilities sections.

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

Impacts to soils associated with construction of the Enhancement Alternative include disturbance to soils, and potential wind/water erosion caused by grading, excavation, and soil stockpiling during construction. Disturbance and exposure of soils during construction would be caused by the removal of existing paved surfaces, structures, and removal of existing top soil. Grading of the site in association with moving/building roads, runways, sidewalks, and preparing landscaped areas will also contribute to soil disturbance. Approximately 75 acres of soil would be exposed and disturbed during the construction of new hangers, office and retail spaces, streets, sidewalks, tarmacs, runways, parks, and landscaped areas during the construction of the Enhancement Alternative. Not all of these disturbances would necessarily occur simultaneously.

Operational Impacts

Impacts to geology and soils during the operation of the Enhancement Alternative include heavy metal, petroleum, and hazardous materials contamination. The Enhancement Alternative would have approximately 51 acres of pollution generating impervious surface compared to approximately 37 acres in the No Action Alternative. Heavy metals and petroleum deposited on paved surfaces by brakes, tires, and exhaust from vehicular traffic have the potential to be transported by stormwater to the soils on-site. Fuels, oils, and hazardous materials stored on site also have the potential to spill and contaminate soils at the airfield. Due to increased aviation related traffic and added commercial and industrial uses Alternative 1 would have more potential impacts than the No Action Alternative.

Cumulative Impacts

Cumulative impacts to geology and soils from the construction and operation of the Enhancement Alternative include accumulation of hazardous substances from heavy metal and petroleum deposition and fuel, oil, and hazardous material spills. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to geology and soils in the area.

Mitigation Measures

Potential measures to mitigate impacts during construction and operation of Alternative 1 could include the following:

- Water and wind erosion during construction can be controlled by implementing proper sediment and erosion control measures. Those measures would be determined during the application for a construction stormwater general permit required by Ecology. Common erosion control measures can include phased construction (disturbing only what is necessary during a given phase), mulching of exposed soils, covering soil stockpiles with plastic sheeting, application of water for dust control and permanent

vegetative stabilization post construction. Common sediment control measures can include installation of sediment control perimeter fencing, stormwater inlet inserts, check dams in ditch lines, and sediment settling basins. Proper implementation of erosion and sediment control measures can minimize impacts to soil and surface water during construction.

- Contamination of soils from the accumulation of heavy metals and toxins delivered by impervious surfaces can be reduced by directing all stormwater discharges from impervious areas to designated treatment swales or systems that can trap heavy metals and toxins for process and removal. Process and removal can be achieved by way of biological interaction or physical removal under a maintenance regime. Contamination of soils from the release of fuels, oils, or hazardous materials from spills can be reduced by designating fuel, oil, and hazardous material storage areas throughout the site that present a low risk of allowing releases to the soils and storing hazardous materials in specified covered, locked, fluid containment cabinets.

Alternative 2: Redevelopment Alternative

Construction Impacts

Impacts to soils associated with construction of the Redevelopment Alternative include disturbance to soils and potential wind and water erosion caused by grading, excavation, and soil stockpiling during construction. Disturbance and exposure of soils during construction would be caused by removal of existing paved surfaces, structures, top soil, and site grading done in association with building roads, structures, sidewalks, and preparing landscaped areas. Approximately 113 acres of soils would be exposed and disturbed during construction of new industrial areas, residential areas, office and retail spaces, streets, sidewalks, parks, and other landscaped areas during the construction of the Redevelopment Alternative. Because construction may be staged over time, not all of these disturbances would necessarily occur simultaneously.

Operational Impacts

Impacts to geology and soils during the operation of the Redevelopment Alternative include heavy metal, petroleum, hazardous materials, household chemicals, fertilizers and pesticides. The Redevelopment Alternative would have approximately 48 acres of pollution generating impervious surface, compared to approximately 37 acres in the No Action Alternative. Heavy metals and petroleum deposited on paved surfaces by brakes, tires, and exhaust from vehicular traffic have the potential to be transported by stormwater to soils on site. Fuels, oils, and hazardous materials stored on site also have the potential to spill and contaminate groundwater beneath the development. Home owner misuse or improper disposal of household chemicals, landscape fertilizers, and pesticides also has the potential to contaminate soils through stormwater migration. Although Alternative 2 would have no aviation-related potential contamination sources, it is likely that Alternative 2 would have more potential impacts than the No Action Alternative due to the increased density of buildings and roadways in the area and the presence of residential, commercial and industrial uses.

Cumulative Impacts

Cumulative impacts to geology and soils from the construction and operation of the Redevelopment Alternative include accumulation of hazardous substances from heavy metal and petroleum deposition and fuel, oil, hazardous material spills, household chemicals, fertilizers and pesticides. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to geology and soils in the area.

Mitigation Measures

Potential measures to mitigate impacts during construction and operation of Alternative 2 could include the following:

- Water and wind erosion during construction can be controlled by implementing proper sediment and erosion control measures. Those measures would be determined during the application for a construction stormwater general permit required by the state. Common erosion control measures can include phased construction (disturbing only what is necessary during a given phase), mulching of exposed soils, covering soil stockpiles with plastic sheeting, and permanent vegetative stabilization post construction. Common sediment control measures can include installation of sediment control perimeter fencing, stormwater inlet inserts, check dams in ditch lines, and sediment settling basins. Proper implementation of erosion and sediment control measures can minimize impacts to soil and surface water during construction.
- During operation, contamination of soils from the accumulation of heavy metals and toxins delivered by impervious surfaces can be reduced by directing all stormwater discharges from impervious areas to designated treatment swales or systems that can trap heavy metals and toxins for process and removal. Process and removal can be achieved by way of biological interaction or physical removal under a maintenance regime. Contamination of soils from spills of fuels, oils, or hazardous materials under the Redevelopment Alternative would be reduced through private industry compliance with federal and local regulations.

Alternative 3: No Action Alternative

Construction Impacts

Under the No Action Alternative, no new construction is planned. Any soil disturbance will be due to operations and maintenance activities, of limited area and sporadic in nature. Therefore, no significant impacts to soils from construction are anticipated under this alternative.

Operational Impacts

Impacts to soils from the continued operation of the existing airfield under the No Action Alternative include continued potential for heavy metal and toxin contamination, and potential contamination of soils from petroleum and hazardous material spills. The existing paved surfaces at the site will continue to have the potential to carry contaminated stormwater to the soils in the roadside areas. Fuels, oils, and hazardous materials stored at the site would continue to have the potential to spill and contaminate soils and ground water beneath the airfield.

Cumulative Impacts

Cumulative impacts to geology and soils from the No Action Alternative include accumulation of hazardous substances from heavy metal and petroleum deposition and fuel, oil, and hazardous material spills. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to geology and soils in the area.

Mitigation

As this is an existing condition, no mitigation is offered.

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Ann Radil (Senior Scientist), Shane Phelps (Senior Planner)
Subject: Air Quality, Energy, and Climate Change Impacts
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This chapter provides information on the affected environment for air quality and energy consumption, including consideration of greenhouse gas (GHG) emissions and climate change.

AFFECTED ENVIRONMENT

Air Quality, Energy and Climate Change

For the purposes of evaluating existing air quality conditions and potential project impacts, the study area is Benton County. Benton County, in south central Washington, includes the cities of Kennewick, Richland, West Richland, Benton City and Prosser. The Columbia River makes up the county boundaries to the north, east and south. Benton County includes confluence of the Snake, Yakima and Columbia rivers, along with the Horse Heaven Hills and the lower Yakima Valley.

Regarding GHG emissions, while they are produced at the “tailpipe” where people live, work, and recreate, the impacts are actually global in nature. Defining the affected environment at the state level allows us to reasonably assess, qualitatively and quantitatively, energy consumption and GHG emissions as a defined discrete unit for which we have at least partial control over. Furthermore, the majority of current regulations that identify quantitative goals for energy consumption and GHG emissions are at the state level.

Regulatory Overview

Air Quality

The Clean Air Act (CAA) of 1970 gave the U.S. Environmental Protection Agency (EPA) authority to regulate air pollutants. The EPA then listed and regulated six “criteria pollutants”: carbon monoxide (CO), particulate matter, volatile organic compounds (VOCs, a precursor of smog), nitrogen oxides (NO_x, also a precursor of smog), lead, and sulfur dioxide (a component of acid rain). In 1990, Congress amended the CAA and added a list of 189 toxic air pollutants selected on the basis of their potential health and/or environmental hazards. The 1990 Amendments also allow the EPA to add new chemicals to the list as necessary. New sections addressing Air Operating Permits and protection of stratospheric ozone were also added then.

To regulate air pollutants, EPA defined specific categories of sources that release the pollutants. Categories include municipal waste incinerators, oil refineries, coal-burning power plants, chemical plants, and more.

Emission sources are identified as either major (large) or sector (smaller) sources. In some cases, EPA specified exactly how to reduce pollutant releases, but wherever possible companies will have flexibility to choose how they meet requirements. Many sources are required to use Maximum Available Control Technology (MACT) to reduce pollutant releases.

The Washington State legislature adopted Washington's Clean Air Act (70.94 RCW) in 1967. This Act is the basis for state and local air pollution rules in Washington. Regulations at the state level must be as protective as or more protective of human health and the environment than those of the U.S. Clean Air Act. Benton Clean Air Authority (BCAA) is responsible for enforcing Federal and State Clean Air Acts, and BCAA Regulation 1 in Benton County.

Energy, GHG Emissions and Climate Change Impacts

SEPA requires state and local agencies to identify, disclose, and consider the probable environmental impacts that may result from their decisions. Energy consumption and associated GHG emissions adversely affect the environment by contributing to climate change. In turn, climate change results in environmental impacts in Washington such as changes in water supply. These changes can impact the built environment, and SEPA requires these types of impacts to also be disclosed.

There are currently no federal, state or local laws that regulate the consumption of energy for transportation, aviation, or land use development projects, or specifically define energy consumption as an impact. As a result, this analysis defines "impact" from energy use in terms of GHGs emitted as a direct result of energy consumption.

Methodology

The Washington State Department of Ecology (Ecology) has developed guidance for Ecology staff in determining which project should be evaluated for GHG emissions and how to evaluate those emissions under SEPA when Ecology is the lead agency (Ecology, 2011). The guidance states that a proposal will be presumed to be not significant for GHG emissions if it is:

- Expected to result in fewer than 25,000 metric tons of carbon dioxide equivalent (MtCo₂e) a year;
- Subject to a legal requirement to reduce or mitigate GHG emissions; or
- Expected to result in emissions of 25,000 metric tons or more a year and has incorporated mitigation measures to reduce its emissions by approximately 11% below what its emissions would have been without those mitigation measures.

The following figure is a flow chart developed to assist Ecology staff in determining the level of analysis required to adequately address climate change impacts in SEPA documents.

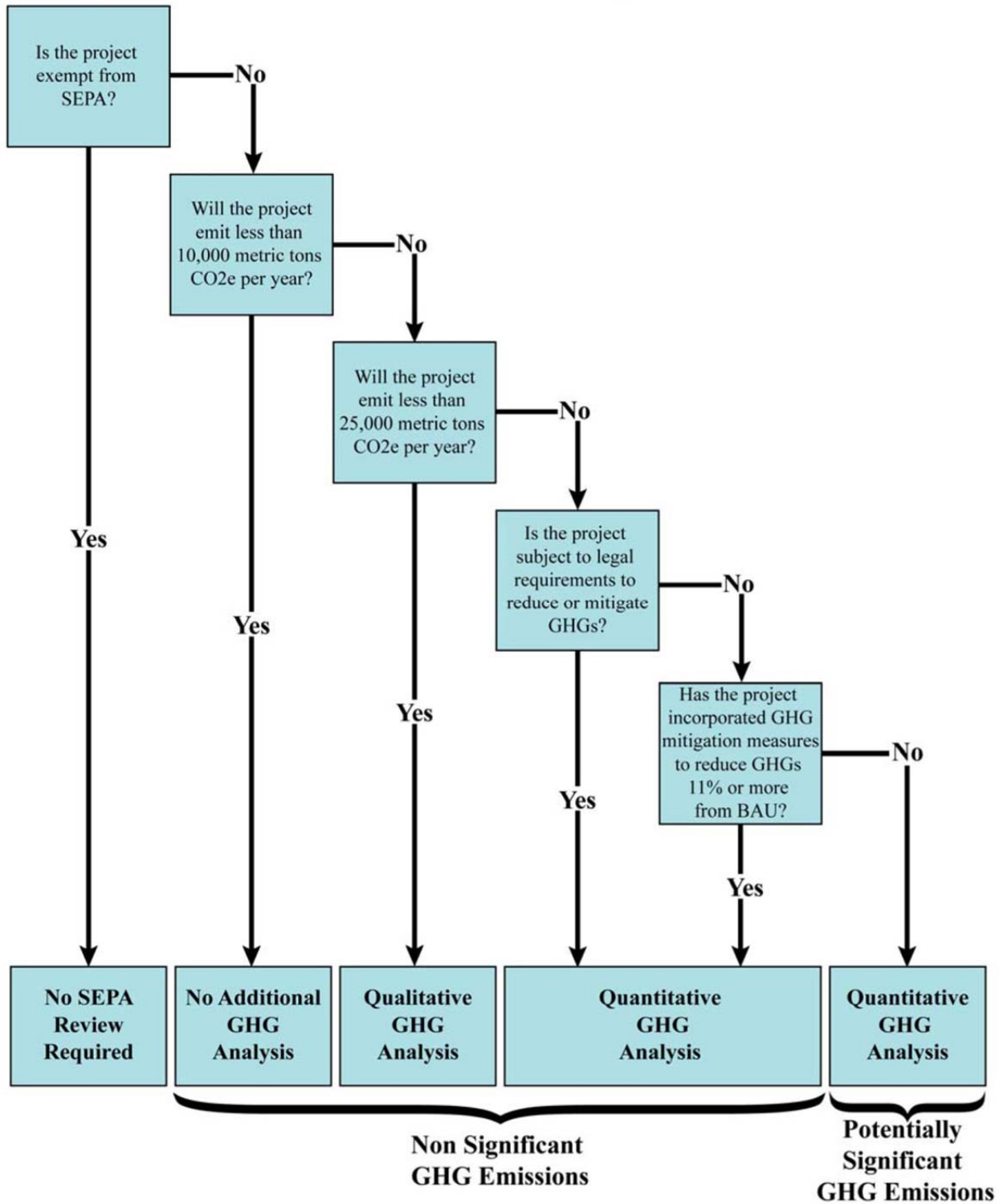


Figure 1. Ecology SEPA and GHG Emission Significance Flow Chart

Source: Ecology, 2011

In addition to the flow chart, Ecology developed the following screening table to help project proponents determine the level of analysis required to adequately address a project's impacts.

Table 1. Ecology SEPA GHG Screening Table

	10,000 MT CO ₂ e Per Year	25,000 MT CO ₂ e Per Year	Data Unit
Energy Usage			
Gasoline	1,136,708	2,841,769	Gallons
Diesel	983,367	2,458,418	Gallons
Natural Gas	1,881,255	4,703,138	Therms
Electricity Consumption	24,300	60,749	MWh
Commercial or Industrial Boilers			
Natural Gas Fired	22	54	Heat Input (MMBtu/hr)
Fuel Oil Fired	15	38	Heat Input (MMBtu/hr)
Coal Fired	12	30	Heat Input (MMBtu/hr)
Biomass Fired (carbon neutral CO ₂)	578	1,446	Heat Input (MMBtu/hr)
Residential Development (Includes Transportation and Operation)			
Single Family	409	1,023	Dwelling Units
Multi-Family	575	1,438	Dwelling Units
High-Rise Condo	854	2,135	Dwelling Units
Commercial Development (Includes Transportation and Operation)			
General Retail	185	463	Thousand Square Feet
Supermarket	75	187	Thousand Square Feet
Fast-Food Restaurant	18	45	Thousand Square Feet
Office Space	399	998	Thousand Square Feet
Medical Office	160	399	Thousand Square Feet
Hotel	565	1,411	Hotel Rooms
Movie Theatre	30	75	Movie Screens
Educational Facility Development			
Grade School	5,050	12,624	Number of Students
High School	3,662	9,154	Number of Students
College	2,644	6,610	Number of Students
Industrial Development			
Warehouse/Distribution Center	119	298	Thousand Square Feet
Conversion of Forested Lands			
Deforestation (Western WA)	83	207	Acres
Deforestation (Eastern WA)	213	532	Acres
Waste and Wastewater Treatment			
Landfill	74,830	187,075	Tons MSW Disposed per Year
Domestic Wastewater Treatment Plant	26	65	1000 People Served
Dairy Cattle Manure Management (Open Lagoon)	2,046	5,115	Head Cattle
Beef Cattle Manure Management (Open Lagoon)	6,063	15,158	Head Cattle

Source: Ecology, 2011.

The Washington State Department of Transportation's (WSDOT's) Environmental Services Office has also developed practical guidance to assist WSDOT teams so that they can answer the question: "*How should we address GHG emissions and climate change in our environmental documents* (WSDOT, 2012)?" WSDOT's guidance for GHG emissions is tailored to the level of environmental review required under NEPA and SEPA (Table 1). WSDOT evaluates three types of GHG emissions:

1. Operational – "tailpipe" emissions from vehicles using project roadways
2. Construction – Primarily from fuel used to build the project
3. Embodied/lifecycle – "Embodied" includes material extraction and transfer to project site; "Lifecycle" includes embodied and end of service demolition/disposal (a.k.a. "cradle to grave")

Table 2. GHG Emission Level of Analysis based on NEPA or SEPA Classification

Type of Emission	Exempt	DCE/Checklist/EA	EIS
Operational	No evaluation	Qualitative*	Quantitative
Construction	No evaluation	Qualitative	Quantitative
Embodied/Lifecycle	No evaluation	No evaluation	Qualitative

Source: WDOT, 2012.

*Highly visible and/ or controversial projects should consider a basic quantitative GHG analysis of operational GHG emissions for NEPA EA documents when traffic and/or energy use information is available and when a comparison to the No Action alternative is possible and useful.

The project team followed BCAA regulations and used guidance developed by Ecology to evaluate the effects of project alternatives on air quality, energy consumption, and climate change impacts.

Description of the Affected Environment

Air Quality

After several years of exceeding national, health based air quality standards, in 2005 Benton County was officially declared in attainment of all federal, health-based air quality standards by the EPA. The BCAA has listed particulate pollution and air toxics as the greatest air quality concerns.

Particulate matter is of materials that can include smoke, soot, dust, salt, acids, and metals. In the western United States, sources of particulate matter include:

- Activity-related and windblown dust from construction and agriculture
- Windblown dust from open lands
- Outdoor and agricultural burning
- Wood burning stoves and fireplaces
- Wildfires
- Industrial sources
- Motor vehicles

Particulate matter also forms when gases emitted from motor vehicles and industry undergoes chemical reactions in the atmosphere.

Toxic air pollutants, also known as hazardous air pollutants, are those pollutants that are known or suspected to cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental

effects. Most air toxics originate from human-made sources, including mobile sources (e.g., cars, trucks, buses) and stationary sources (e.g., factories, refineries, power plants), as well as indoor sources (e.g., some building materials and cleaning solvents). Some air toxics are also released from natural sources such as volcanic eruptions and forest fires.

In addition to criteria pollutants, this analysis also considers mobile source air toxics; these have potential public health concerns but have no established standards for airport and/or land development projects.

Energy and GHG Emissions

Washington ranks 21 in the nation for total energy production (904 trillion British thermal units [tBtu]). Roughly 89 percent (807.9 tBtu) is produced from hydroelectricity, biofuels, and other renewable sources, and the remaining 11 percent is generated from nuclear power (96.6 tBtu). While Washington may refine and distribute fossil fuels (e.g., coal, natural gas, crude oil), this energy is not considered in raw energy production (EIA 2010a).

In 2010, transportation was the highest end-use sector at roughly 30 percent (612.7 tBtu), then industrial at 28 percent (564.9 tBtu), residential at 24 percent (478.8 percent), and then the commercial end-use sector the least at 19 percent (380.1 tBtu) (EIA 2010c).

A federal study reports that national energy consumption by the aviation industry is a small portion of transportation energy use. Automobiles and personal trucks still account for the vast majority, 56% and 28% respectively. Commercial airlines account for 11% energy consumption and “other”, including motorcycles, recreational boats, general aviation, intercity and school buses, account for 4% of the national energy consumption (FAA, 2005).

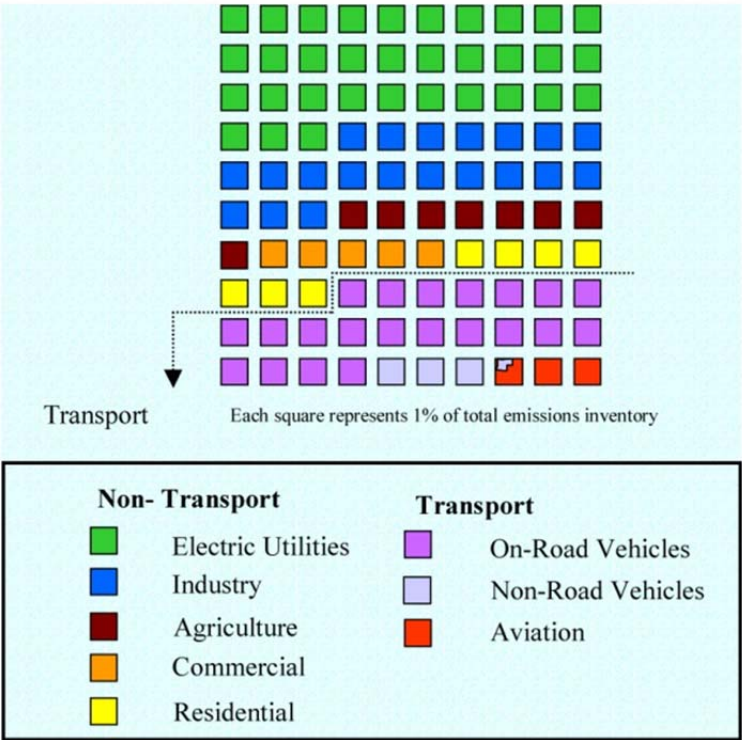
Aviation operation, ground transportation and construction activities all release emissions from combustion processes. These emission types are described in the following table.

Table 3. Emissions from Combustion Processes

Name of Emission	Description of Emissions
Carbon Dioxide (CO ₂)	CO ₂ is the product of complete combustion of hydrocarbon fuels like gasoline, jet fuel, and diesel. Carbon in fuel combines with oxygen in the air to produce CO ₂ .
Water Vapor (H ₂ O)	H ₂ O is the other product of complete combustion as hydrogen in the fuel combines with oxygen in the air to produce H ₂ O.
Nitrogen Oxides (NO _x)	NO _x are produced when air passes through high temperature/high pressure combustion and nitrogen and oxygen present in the air combine to form NO _x .
Hydrocarbons (HCs)	HCs are emitted due to incomplete fuel combustion. They are also referred to as volatile organic compounds (VOCs). Many VOCs are also hazardous air pollutants.
Carbon Monoxide (CO)	CO is formed due to the incomplete combustion of the carbon in the fuel.
Sulfur Oxides (SO _x)	SO _x are produced when small quantities of sulfur, present in essentially all hydrocarbon fuels, combine with oxygen from the air during combustion.
Particulates	Small particles that form as a result of incomplete combustion, and are small enough to be inhaled, are referred to as particulates. Particulates can be solid or liquid.
Ozone (O ₃)	O ₃ is not emitted directly into the air but is formed by the reaction of VOCs and NO _x in the presence of heat and sunlight. O ₃ forms readily in the atmosphere and is the primary constituent of smog. For this reason, it is an important consideration in the environmental impact of aviation.

Source: FAA, 2005

According to the FAA, aviation makes up about 2.7 percent of the nation GHG emissions inventory.



National greenhouse gas emissions in 2001 came from all sectors of the economy with all transportation equal to 27% of the total.

Figure 2. National GHG Emission Sectors

Source: FAA, 2005.

ENVIRONMENTAL CONSEQUENCES

The project’s air quality and energy/climate change impacts consist of construction, operational, and cumulative impacts.

Construction impacts, also referred to as short-term impacts, refer to the amount of air pollution generated and energy that would be required while building the project. Construction impacts are short-term because they cease when construction is completed.

Operational impacts are associated with air pollution and energy consumed within the affected environment by motor vehicles and planes, and operation of the project. Operational impacts are also referred to as long-term impacts, since they occur as long as the project operates.

Cumulative impacts are the aggregate impacts associated with several individual and possibly unrelated past, present, and reasonably foreseeable future projects. Cumulative impacts result from individually minor but collectively substantial actions taking place over a period of time. Cumulative impacts occur for as long as the project operates and potentially longer.

The following sections provide a qualitative assessment of the construction, operational, and cumulative impacts associated with Alternative 1: Enhancement, Alternative 2: Redevelopment, and Alternative 3: No Action, as well as potential mitigation measures. This level of analysis was deemed appropriate based on guidance documents developed by Ecology and WSDOT. Further, this analysis of impacts utilized available information on energy use

and emissions and scientific data produced by the University of Washington's Climate Impacts Group. It should be noted that while a qualitative assessment is sufficient for planning purposes, a project-level assessment of energy consumption and GHG emissions may be required in subsequent NEPA/SEPA documentation.

Alternative 1: Enhancement Alternative

The Enhancement Alternative includes:

- Building a new "Fixed Base Operator" facility and Visitors Center
- Building new storage facilities for aircraft, as well as other new mixed-use buildings
- Building new streets, sidewalks and infrastructure
- Building new landscaping, public spaces, artwork, and other enhancements

The Enhancement Alternative would expand and enhance Vista Field's current facilities. These improvements will support more air travel in and out of Vista Field. It is reasonable to assume, based on the GHG Screening Table, that direct impacts from the Enhancement alternative would be insignificant.

Construction Impacts

Construction would require the use of heavy trucks and smaller equipment such as generators and compressors. These engines would emit air pollutants that would slightly degrade local air quality, but these emissions and resulting concentrations would be far outweighed by emissions from traffic normally in and around the project area.

Some phases of construction would cause odors detectable to some people away from the project site. This would be particularly true during paving operations with asphalt. Such odors would be short-term.

Construction equipment, material hauling, and detours can affect traffic flow in a project area. If construction delays traffic enough to substantially reduce travel speeds in the area, general traffic-related emissions would increase.

Operational Impacts

Operational impacts associated with the Enhancement Alternative includes energy required to operate the project (including fuel consumption) after construction is complete and throughout the lifetime of the project.

Aircraft are not the only source of aviation emissions as airport access, ground support vehicles and equipment and auxiliary power units also produce similar emissions. To the extent that the Enhancement alternative increases aviation sources, there could be a concomitant increase in these emissions sources as well.

Changes to fleet average fuel economy progress slowly as aging aircraft are replaced with new aircraft, and new technologies improve aerodynamic efficiency and environmental performance (FAA 2005). In addition to advancements in aircraft efficiencies, since the 1970s, EPA regulations controlled air pollutant emissions from motor vehicles. Recent regulations, including those for fuel formulations, help control emissions from heavy-duty diesel on-road and off-road vehicles. New gasoline reformulation rules should substantially reduce benzene emissions. These standards are expected to continue reducing pollutants in vehicle emissions over the next 25 to 30 years.

If the additional airplanes and support vehicles housed at Vista Field utilize cleaner fuels and/or are equipped with more advanced emission control technologies, adding additional mobile sources may not impact air quality,

energy consumption, or GHG emissions. However, it is unknown at this time to what degree more advanced fuel technologies and/or advanced emission control technologies would be adopted by aircraft utilizing Vista Field. Moreover, the Intergovernmental Panel on Climate Change (IPCC) has stated that air traffic in the world is growing and will likely continue to grow, and despite improvements in fuel efficiency of new aircraft, the long lifetime of aircraft and the expected growth in air traffic supply will increase overall emissions (IPCC 2003).

Therefore, sufficient information is not available at this time to determine the extent of impacts in Alternative 1 versus the No Action Alternative. However, it is reasonable to assume that energy/GHG emissions will not be significant, based on projected square feet (SF) of development and the Screening Table developed by Ecology (Table 1).

Cumulative Impacts

Air Quality

Benton County's air quality complies with federal and state air quality standards. The Benton County Comprehensive Plan (Benton County, 2011) requires the filing of an air pollution control plan with the BCAA for development activities that have the potential for significant adverse impacts on air quality. Consideration of cumulative impacts to air quality would be considered within this process.

Energy, GHG Emissions and Climate Change

While impacts will vary by location, the Washington Climate Change Impacts Assessment and other published works provide useful information about our region's climate trends. Washington State is likely to experience:

Higher Temperatures

Increases in average annual temperature of 2.0°F (range: 1.1°F to 3.4°F) by the 2020s, 3.2°F (range: 1.6°F to 5.2°F) by the 2040s, and 5.3°F (range: +2.8°F to +9.7°F) by the 2080s (compared to 1970–1999) are projected. There is an increasing likelihood of extreme heat events (heat waves) that can stress energy, water, and transportation infrastructure.

Enhanced Seasonal Precipitation Patterns

Wetter autumns and winters, drier summers, and small overall increases in annual precipitation in Washington (+1 to +2% by the 2040s) are projected. Increases in extreme high precipitation in western Washington are also possible.

Declining Snowpack

Spring snowpack is projected to decline, on average, by approximately 28% by the 2020s, 40% by the 2040s, and 59% by the 2080s (relative to 1916–2006).

Seasonal Changes in Streamflow

Increases in winter streamflow, shifts in the timing of peak streamflow in snow-dominant and rain/snow mix basins, and decreases in summer streamflow are expected. Also, the risk of extreme high and low flows is expected to increase.

Sea Level Rise

Medium projections of sea level rise for the 2100s are 2 to 13 inches (depending on location) in Washington State. Higher increases (up to 50 inches depending on location) are possible depending on trends in ice loss from the Greenland ice sheet, among other factors.

See the following table for a summary of PNW forecast.

Table 4. Project PNW Climate Forecast Summary – WSDOT 2012

Climate Variable	General Change Expected	Specific Change Expected
Precipitation	Small annual increase projected, although still within the range of historical variability; potentially large seasonal changes	- Projected change in average annual precipitation: +1-2% through midcentury Mean change (with range) in annual precipitation for benchmark periods, relative to 1970-1999: 2020s: +1% (-9 to 12%) 2040s: +2% (-11 to +12%) 2080s: +4% (-10 to +20%)
Extreme Precipitation	Increases in extreme rainfall magnitudes throughout the state, but the range of projections generally falls within the range for historic recorded rainfall events.	- Statewide: More intense precipitation projected by regional climate model but distribution is variable; substantial changes only over the North Cascades and northeastern Washington. - For sub-regions the projected increases vary depending upon the data employed.
Temperature	Increasing temperatures expected through 21st century.	- Projected change in average annual temp is 0.5°F per decade (range: 0.2- 1.0°F). - Mean change (with range) in average annual temperature for specific benchmark periods, relative to 1970-1999: 2020s: +2°F (1.1-3.3°F) 2040s: +3.2°F (1.5-5.2°F) 2080s: +5.3°F (2.8-9.7°F)
Extreme Heat	Generally projecting increases in extreme heat events for the 2040s, particularly in south central WA and the western WA lowlands (Salathé et al. 2009).	Western Washington, the frequency of exceeding the 90th percentile daytime temperature (Tmax) increases from 30 days per year in the current climate (1970-1999) to 50 days per year in the 2040s (2030-2059).
Snowpack	Decline in spring (April 1) snowpack expected.	- Projected decrease in mean April 1 snowpack for the B1 and A1B scenarios, respectively (changes relative to 1916-2006): 2020s: -27% (B1), -29% (A1B) 2040s: -37% (B1), -44% (A1B) 2080s: -53% (B1), -65% (A1B)
Streamflow	Seasonally, expecting increases in winter streamflow, an earlier shift in the timing of peak streamflow in snow dominant and rain/snow mix (transient) basins, and decreases in summer streamflow. Increasing risk of extreme high and low flows expected. In all cases, results will vary by location and basin type.	- Projected changes in mean annual runoff for WA state: 2020s: +2% (B1), 0% (A1B) 2040s: +2% (B1), +3% (A1B) 2080s: +4% (B1), +6% (A1B) - All changes relative to 1916-2006; numbers rounded to nearest whole value. - Increasing risk of lower low flows (e.g., 7Q10) most strongly in rain dominant and transient basins. Snow-dominant basins demonstrate relatively small decreases in 7Q10 statistics. - Changes in flood risk vary by basin type. Spatial patterns for the 20-year and 100-year flood ratio

Climate Variable	General Change Expected	Specific Change Expected
		(future /historical) indicate slight or no increases in flood risk for snowmelt dominant basins due to declining spring snowpack.
Sea-level Rise	Varying amounts of sea-level rise (or decline) projected in Washington due to regional variations in land movement and coastal winds.	• Projected global change (2090-2099): 7- 23", relative to 1980-99 average • 2050: Projected medium change in WA sea level (with range): ➢ NW Olympic Peninsula: 0" (-5-14") ➢ Central and South Coast: 5" (1-18") ➢ Puget Sound: 6" (3-22") • 2100: Projected medium change in WA sea level (with range): ➢ NW Olympic Peninsula: 2" (-9-35") ➢ Central and South Coast: 11" (2-43") ➢ Puget Sound 13" (6-50")
Sea Surface Temperature	Warmer temps expected	• Increase of +2.2°F projected for the 2040s (2030-59) for coastal ocean between 46°N and 49°N. Changes are relative to 1970-99 average.
Coastal Upwelling	Little change in coastal upwelling expected.	• Mean change in winds that drive coastal upwelling is minimal.
Ocean Acidification	Continuing acidification expected.	• IPCC projects reductions in average global surface pH of 0.14-0.35 units over the 21st century.

Source: WSDOT, 2012.

Mitigation Measures

There are currently no quantitative restrictions on energy use and existing regulations lack quantifiable standards for assessing effects related to air quality, energy consumption and GHG emissions. Therefore, there are no specific mitigation measures required to reduce the project's long-term or temporary effects energy or climate.

Nonetheless, the project team has identified measures that could be implemented to varying degrees throughout any of the three alternatives, which would reduce overall air pollution, conserve energy, and reduce climate impacts.

During Construction

1. Turn off equipment when not in use to reduce energy consumed during idling.
2. Maintain equipment in good working order to maximize fuel efficiency.
3. As practical, route truck traffic through areas where the number of stops and delay would be minimized, and using off-peak travel times to maximize fuel efficiency.
4. As practical, schedule construction activities during daytime hours or during summer months when daylight hours are the longest to minimize the need for artificial light.
5. As practical, implement emission-control technologies for construction equipment.
6. As practical, use ultra-low sulfur (for other non-CO₂e air quality purposes) and biodiesel in construction equipment.

During Operation

1. Implement programs that further encourage use of public transit

2. Promote compact and transit-oriented development which encourages walking
3. Provide safe and well-lighted sidewalks to encourage walking
4. Offer ride-share and commute choice programs
5. Construct with materials and build systems that meet efficiency standards for equipment and lighting design
6. Recycle building materials, such as concrete, from project
7. Use sustainable energy to provide electricity for lighting and other operational demands
8. Plant vegetation to absorb or offset carbon emissions
9. Promote fuel-efficiency improvements, such as a low carbon fuel standard
10. Promote diesel engine emission reduction
11. Consider clean energy certificates or other carbon offsets for energy used

Alternative 2: Redevelopment Alternative

Considering air quality, energy, and climate change, Alternative 2 is the most significant Alternative being considered. The Redevelopment Alternative would involve closing down the airfield and constructing a new “downtown for the Tri-Cities”. Based on the GHG Screening Table, direct impacts from the Redevelopment Alternative would likely be significant, and a quantitative evaluation of GHG emissions would be required in subsequent NEPA/SEPA analyses.

That is, based on estimates of energy consumption, Ecology staff have predicted what types of development will generate “significant” impacts, and have developed the Ecology SEPA GHG Screening Table (Table 1) to help agency staff determine when and where a quantitative assessment of project-level GHG emissions is appropriate. For example, the Screening Table predicts “significant” impacts when any one of the following activities/actions takes place:

- Over 1,023 single family residences are developed;
- Over 1,438 multi-family residences are developed;
- Over 2,135 high-rise condo units are developed;
- Over 463,000 square feet (SF) of general retail space is developed;
- Over 298,000 SF of industrial space is developed.

The SF of developed space with the Redevelopment Alternative is summarized in the following table.

Table 5. Redevelopment Alternative

Buildings	No. Units	Built SF
Mixed-Use Residential (Multi-family/apartments)	600	600,000
Mixed-Use Residential (Single-family/condos)	400	600,000
Ind. (Flex)	200	200,000
Office	100	100,000
Retail	680	680,000
(Mixed Use – above retail):		
MF Res	400	400,000

Buildings	No. Units	Built SF
Office	85	85,000
SUBTOTAL		2,665,000

The proposed SF of the retail to be developed under the Redevelopment Alternative is sufficient to trigger a quantitative assessment of GHG emissions based on the Screening Table developed by Ecology. This quantitative assessment should be included in a project-level assessment of energy consumption and GHG Emissions in subsequent NEPA/SEPA documentation.

Further, a demonstration of air quality conformity would be required in subsequent NEPA/SEPA to demonstrate that the Redevelopment Alternative would not have a significant negative impact on air quality.

Construction Impacts

Of the three alternatives being considered, the greatest construction impacts would result from the Redevelopment Alternative. Since this is a planning level EIS, it is impossible to predict with certainty what these will be. Preliminary design plans suggest that during the construction phase these will likely include potential traffic congestion and reduced surface transportation access while new structures are constructed, loss of access to or from the highway at some interchanges, use of local systems for material delivery and haul routes, and partial closure of city blocks during transit construction. Motorists would need to change routes or travel modes to avoid some of these impacts. These conditions can lead to increased emissions from idling vehicles, as well as increased vehicle miles travelled.

Construction would require the use of heavy trucks and smaller equipment such as generators and compressors. These engines would emit air pollutants that would slightly degrade local air quality, but these emissions and resulting concentrations would be far outweighed by emissions from traffic normally in and around the project area.

Some phases of construction would cause odors detectible to some people away from the project site. This would be particularly true during paving operations with asphalt. Such odors would be short-term.

Construction equipment, material hauling, and detours can affect traffic flow in a project area. If construction delays traffic enough to substantially reduce travel speeds in the area, general traffic-related emissions would increase.

Landscape disturbance can have a negative climate change impact. Plants absorb CO₂ from the atmosphere as they grow, and they store some of the carbon throughout their lifetime. Soils can also store CO₂, depending on how the soil is managed. This storage of carbon in plants and soils is called biological carbon sequestration. Because biological sequestration takes CO₂ out of the atmosphere, it is also called a greenhouse gas “sink” (EPA, 2012). Converting land use from a vegetated state to an urban environment replaces the existing “sink” with new “sources” of emissions, including buildings and automobiles.

Operational Impacts

In the operational phase, new commercial, industrial, and residential development would increase travel to and from the area, potentially increasing congestion and increasing vehicle miles travelled surrounding the study area compared to the No Action Alternative. However, with the use of infill development, Alternative 2 could have lower emissions than other types of ongoing development in Kennewick because it promotes walkability and less reliance on automobile transportation within the area.

Cumulative Impacts

As stated in the Alternative 1 Cumulative Impacts discussion, Benton County's air quality complies with federal and state air quality standards. The Benton County Comprehensive Plan (Benton County, 2011) requires the filing of an air pollution control plan with the BCAA for development activities that have the potential for significant adverse impacts on air quality. Consideration of cumulative impacts to air quality would be considered within this process.

Alternative 2, relative to Alternatives 1 and 3, would have the greatest climate change impact. Within the context of climate change, the cumulative effects of increased energy consumption and GHG emissions are the same for all three alternatives being considered. Meaning, at a state-wide level, there are no discernible differences between project alternatives when it comes to consideration of climate change cumulative effects. Thus, the discussion of the anticipated effects of climate change in the State of Washington hold true for all three alternatives being considered. Please see the Alternative 1 Cumulative Impacts Energy, GHG Emissions and Climate Change section for additional information.

Mitigation Measures

As previously stated, there are currently no quantitative restrictions on energy use and existing regulations lack quantifiable standards for assessing effects related to air quality, energy consumption and GHG emissions. Therefore, there are no specific mitigation measures required to reduce the project's long-term or temporary effects energy or climate.

Nonetheless, the project team has identified measures that could be implemented to varying degrees throughout any of the three alternatives, which would reduce overall air pollution, conserve energy, and reduce climate impacts. The list of mitigation measures identified in the Alternative 1 description of mitigation impacts provides mitigation measures also appropriate for and relevant to Alternative 2. Please see the Alternative 1 mitigation discussion for additional information.

Alternative 3: No Action Alternative

The No Action Alternative would maintain current operations at Vista Field airport as described in the 2011 Master Plan and elsewhere in this document. This section describes impacts associated with this alternative, which are considered to provide a baseline. Typically no mitigation is associated with this alternative.

Construction Impacts

While planned construction activities are not directly included in the No Action Alternative, it is not completely accurate to say that the No Action Alternative would not result in short-term air pollution and GHG emissions from construction activities. That is, some infrastructure improvements will be required to continue operation of the airport. Thus, construction activities such as resurfacing or pot hole filling may result in air pollution and GHG emissions. It is reasonable to assume, based on the GHG Screening Table that direct impacts from the No Action Alternative would be insignificant, since no planned development activities approach the thresholds identified. Further, a qualitative assessment of direct air quality and GHG emission impacts was completed.

Operational Impacts

Long-term air quality and GHG emission impacts would result from the continued operation of aircraft at Vista Field under the No Action Alternative. Aircraft emissions, depending on whether they occur near the ground or at altitude, are primarily considered local air quality pollutants or GHG emissions, respectively (FAA, 2005). The bulk of aircraft emissions (90 percent) occur at higher altitudes. For hydrocarbons and carbon monoxide, the split is closer to 30 percent ground-level emissions and 70 percent at higher altitudes.

Aircraft are not the only source of aviation emissions. Airport access and ground support vehicles produce similar emissions. Such vehicles include traffic to and from the airport and ground equipment that services the airport. Additional airport emissions include auxiliary power units providing electricity and space conditioning to parked aircraft and stationary airport power sources.

Aviation emissions reflect the level of overall aviation activity. There is insufficient data to quantitatively model aviation emissions at Vista Field. Technological advancement has reduced aircraft fuel consumption and emissions significantly over the last 30 years and this is expected to continue into the future. It is reasonable to anticipate that with the No Action Alternative, aviation emissions will remain relatively constant, so long as there is not a rapid increase in demand for air transportation at Vista Field. Other factors affecting air traffic at Vista Field include economic productivity, national security, and regional transportation demand.

Cumulative Impacts

As stated in the Alternative 1 Cumulative Impacts discussion, Benton County's air quality complies with federal and state air quality standards. The Benton County Comprehensive Plan (Benton County, 2011) requires the filing of an air pollution control plan with the BCAA for development activities that have the potential for significant adverse impacts on air quality. Consideration of cumulative impacts to air quality would be considered within this process.

Alternative 3, relative to Alternatives 1 and 2, would have the least climate change impact. Within the context of climate change, the cumulative effects of increased energy consumption and GHG emissions are the same for all three alternatives being considered. Meaning, at a state-wide level, there are no discernible differences between project alternatives when it comes to consideration of climate change cumulative effects. Thus, the discussion of the anticipated effects of climate change in the State of Washington hold true for all three alternatives being considered. Please see the Alternative 1 Cumulative Impacts Energy, GHG Emissions and Climate Change section for additional information.

Mitigation

Because the No Action Alternative describes existing conditions, no mitigation is offered.

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Michael Zenthoefer (Scientist), Shane Phelps (Senior Planner)
Subject: Water Resources Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This technical memorandum covers the potential impacts related to water resources associated with the alternatives in the Vista Field Alternatives Study and EIS. For the purposes of this technical memorandum the study area is comprised primarily of Vista Field with some discussion of adjacent sites as necessary.

AFFECTED ENVIRONMENT

The Vista field is an approximately 113 acre airport property which lies within east Kennewick, Washington approximately three quarters of a mile south of the Columbia River. The airfield (the site) is situated north of a railroad alignment, south of West Canal Drive, and East of North Columbia Center Boulevard. The airport is located at 534 feet of elevation with generally flat local and regional topography.

Kennewick's climate is typical for an eastern Washington desert region. The site averages 7.6 inches of rainfall annually. The site is within Washington Water Resource Area 31, Rock-Glade. According to the City's Comprehensive Stormwater Plan, The Vista Field and area adjacent to it are within the Vista Field Drainage Basin which is a 540-acre depression that under normal conditions has no external discharges of stormwater. All water within the basin and within the airfield is discharged through infiltration into the soil above the groundwater table via dry wells (Meilleur and Simmler 2007). The City of Kennewick utilizes both ground water and surface water for its drinking water supply. Two groundwater wells (Ranney Collectors 4 and 5) are located adjacent to the Columbia River near the Highway 395 Bridge (Associates 2012). The Columbia River is the City's surface water source and is located approximately $\frac{3}{4}$ mile north of the site. It is unlikely that stormwater infiltration from the site would affect either of the two Ranney Collectors or the Columbia River due to the distance of the Vista Field from those locations. No surface waters or wetlands are present on or adjacent to the site (WDFW 2012). Groundwater represents the only water resource present at the site. There are two groundwater layers in Kennewick, the shallower layer called the middle Ringold, and the deep layer called the basalt. The groundwater in the middle Ringold layer is 20 to 60 feet deep (Meilleur and Simmler 2007). Soils and geological information from the Kennewick Comprehensive Stormwater Master Plan indicate that the groundwater at the site is likely more than 100 feet below the ground surface, this water is in direct hydrological connection with the Columbia River. Dry wells in the Vista Field Drainage Basin typically discharge stormwater to within 5 feet of the shallow groundwater aquifer. (Meilleur and Simmler 2007).

Injection of the stormwater through the dry well system into the soils directly above the groundwater could pose a risk to the groundwater resource. Regulations are in place to protect groundwater from contaminated stormwater

injection. These regulations include the Clean Water Act National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Permit Stormwater Regulations (Phase II Permit), the Stormwater Management Manual for Eastern Washington, and Safe Drinking Water Act Underground Injection Control Rules.

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

Impacts to groundwater associated with construction of the Enhancement Alternative could include pollution of groundwater through discharges of contaminated stormwater into dry wells. Construction stormwater discharges can contain hazardous materials and petroleum. If stormwater is allowed to discharge directly into the dry well system it could contaminate groundwater in the area. Approximately 75 acres of ground disturbance would be caused by the demolition and reconstruction of the existing structures and roadways surrounding the existing runway. The disturbed area will be subject to construction activities that could create contaminated stormwater. The potential for spills of fuels, oils, and hazardous materials during construction is highly variable. The quantity of hazardous materials and oils stored onsite during construction will depend upon the construction staging and schedule.

Operational Impacts

Impacts to groundwater during the operation of the Enhancement Alternative include heavy metal, petroleum, and hazardous materials contamination. The Enhancement Alternative would have approximately 51 acres of pollution generating impervious surface compared to approximately 37 acres in the No Action Alternative. Heavy metals and petroleum deposited on paved surfaces by brakes, tires, and exhaust from vehicular traffic have the potential to be transported by stormwater to the dry well injection sites. Fuels, oils, and hazardous materials stored on site also have the potential to spill and contaminate groundwater beneath the airfield. Due to increased aviation related traffic and added commercial and industrial uses Alternative 1 would have more potential impacts than the No Action Alternative.

The overall increase in total impervious surface at the site from 38 acres under the No Action Alternative to approximately 62 acres under Alternative 1 will cause an increase in the rate of stormwater evaporation from impervious surfaces. This in turn will reduce the rate of stormwater infiltration and groundwater recharge.

Development of the site will create additional requirements for the use of groundwater and surface water resources in the form of fresh water supplies to commercial and industrial users of the site. This will generate additional wastewater for treatment which is eventually discharged back to the Columbia River. These potential impacts are analyzed and addressed in the Utilities Technical Memorandum.

Cumulative Impacts

Cumulative impacts to groundwater from the construction and operation of the Enhancement Alternative include accumulation of hazardous substances in the groundwater from heavy metal and petroleum deposition and fuel, oil, and hazardous material spills. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to groundwater in the area.

Mitigation Measures

Potential measures to prevent the contamination of groundwater from heavy metals, petroleum, and hazardous materials, during and after construction include the following:

- The contamination of stormwater from hazardous materials such as fuels and oils can be controlled during construction by implementing proper pollution control procedures. Contractors should be required to produce a pollution control plan prior to the start of construction which would detail the procedure for storing and preventing the spill of fuels, oils, and other hazardous materials used during construction. The plan should also show the location of all emergency spill kits, explain their proper use, and outline emergency contact information.
- The contamination of stormwater and eventually groundwater through injection by dry well can be prevented after construction by pre-treatment of all stormwater before being discharged into the dry well system. Directing all stormwater into facilities that will either through biological or physical means remove the heavy metals and petroleum prior to discharge into the dry well system could prevent the contamination of groundwater at the site.
- Prevention of groundwater contamination from spill of fuels, oils, and hazardous materials can be achieved through proper storage on site. Examples include storing fuel in above ground storage tanks on impervious surfaces equipped with protective catchments and storing hazardous materials in specified covered, locked, fluid containment cabinets.
- The use of pervious pavement in areas that do not generate contaminated stormwater could improve stormwater infiltration and groundwater recharge. Mitigation measures would be determined during the permitting processes for compliance with the City's Phase II Permit, the Stormwater Management Manual for Eastern Washington, and Safe Drinking Water Act Underground Injection Control Rules.

Alternative 2: Redevelopment Alternative

Construction Impacts

Impacts to groundwater associated with construction of the Redevelopment Alternative could include pollution of the groundwater through discharges of contaminated stormwater into dry wells. Construction stormwater discharges can contain hazardous materials and petroleum. If stormwater is allowed to discharge directly into the dry well system it could contaminate the groundwater. Approximately 113 acres of ground disturbance would be caused by the demolition of the existing Vista Field and the construction of new residential, commercial, and industrial areas. The disturbed area will be subject to construction activities that could create contaminated stormwater. Because construction may be staged over time, not all of this disturbance would necessarily occur at once. The potential for spills of fuels, oils, and hazardous materials during construction is highly variable. The quantity of hazardous materials and oils stored onsite during construction will depend upon the construction staging and schedule.

Operational Impacts

Impacts to groundwater during the operation of the Redevelopment Alternative, post construction, include heavy metal, petroleum, and hazardous materials contamination. The Redevelopment Alternative would have approximately 48 acres of pollution generating impervious surface, compared to approximately 37 acres in the No Action Alternative. Heavy metals and petroleum deposited on paved surfaces by brakes, tires, and exhaust from vehicular traffic have the potential to be transported by stormwater to the dry well injection sites and potentially contaminate groundwater. Fuels, oils, and hazardous materials stored on site also have the potential to spill and contaminate groundwater beneath the development. Home owner misuse or improper disposal of house hold chemicals, landscape fertilizers, and pesticides also has the potential to contaminate groundwater through stormwater migration. Although Alternative 2 would have no aviation-related potential contamination sources, it is likely that Alternative 2 would have more potential impacts than the No Action Alternative due to the increased density of buildings and roadways in the area and the presence of residential, commercial and industrial uses.

The overall increase in total impervious surface at the site from 38 acres under the No Action Alternative to approximately 94 acres under Alternative 2 will cause an increase in the rate of stormwater evaporation from impervious surfaces. This in turn will reduce the rate of stormwater infiltration and groundwater recharge.

Development at the site will create additional requirements for the use of groundwater and surface water resources in the form of fresh water supplies to residential, commercial, and industrial users of the development. This will generate additional waste water for treatment which is eventually discharged back to the Columbia River. These potential impacts are analyzed and addressed in the Utilities Technical Memorandum.

Cumulative Impacts

Cumulative impacts to the groundwater from the construction and operation of the Redevelopment Alternative include accumulation of hazardous substances in the groundwater from heavy metal and petroleum deposition and fuel, oil, and hazardous material spills. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to groundwater in the area.

Mitigation Measures

Potential measures to prevent the contamination of groundwater from heavy metals, petroleum, and hazardous materials, during and after construction of the Redevelopment Alternative include the following:

- The contamination of stormwater and groundwater with hazardous materials such as fuels and oils can be controlled during construction by implementing proper pollution control procedures. Contractors should be required to produce a pollution control plan prior to the start of construction which would detail the procedure for storing and preventing the spill of fuels, oils, and other hazardous materials used during construction. The plan should also show the location of all emergency spill kits, explain their proper use, and outline emergency contact information.
- The contamination of stormwater and eventually groundwater through injection by dry well can be prevented after construction by pre-treatment of all stormwater before being discharged into the dry well system. Directing all stormwater into facilities that will either through biological or physical means remove the heavy metals and petroleum prior to discharge into the dry well system could prevent the contamination of groundwater at the site.
- Potential for groundwater contamination from spills of fuels, oils, or hazardous materials from commercial and industrial users can be reduced through compliance with federal, state, and local regulations. The risk of groundwater contamination from home owner misuse or improper disposal of house hold chemicals, landscape fertilizers, and pesticides could be reduce through the use of community outreach programs.
- The use of pervious pavement in areas that do not generate contaminated stormwater could improve stormwater infiltration and groundwater recharge. Mitigation measures would be determined during the permitting processes for compliance with the City's Phase II Permit, the Stormwater Management Manual for Eastern Washington, and Safe Drinking Water Act Underground Injection Control Rules.

Alternative 3: No Action Alternative

Construction Impacts

Under the No Action Alternative, no new construction is planned. Any groundwater contamination would be due to operations and maintenance activities, of limited area and sporadic in nature. Therefore, no new significant impacts to groundwater from construction are anticipated under this alternative.

Operational Impacts

Impacts to groundwater from the continued operation of the existing airfield under the No Action Alternative include continued potential for heavy metal and petroleum contamination. The existing paved surfaces at the site will continue to have the potential to carry contaminated stormwater to the dry well injection sites. Fuels, oils, and hazardous materials stored at the site would continue to have the potential to spill and contaminate groundwater beneath the airfield.

Cumulative Impacts

Cumulative impacts to the groundwater from continued operation of the existing airfield under the No Action Alternative include the accumulation of hazardous substances in the groundwater from heavy metal, petroleum, and hazardous material contamination. These impacts taken into consideration with existing activities in the area around Vista Field could cause cumulative impacts to groundwater in the area.

Mitigation

As this is an existing condition, no mitigation is offered.

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Jennifer Lord (Plant Biologist), Shane Phelps (Senior Planner)
Subject: Vegetation and Wildlife Technical Memorandum
Project Name: Vista Field Alternatives Study Draft EIS

INTRODUCTION

This chapter discusses the vegetation and wildlife species present in the project area, including existing conditions and potential project impacts. Specific project actions and project design are not available at the planning stage in sufficient detail to fully analyze potential project impacts; however, this chapter outlines general types of impacts that could result from each alternative. Cumulative impacts and mitigation measures are also addressed.

AFFECTED ENVIRONMENT

Regulations

Potential project impacts must be analyzed for their effects to listed species in accordance with the federal Endangered Species Act (ESA; 7 U.S.C. § 136, 16 U.S.C. § 1531 et seq.). As discussed below, no listed species are present in the project area.

The Washington State Environmental Protection Act (SEPA) (Chapter 43.21C RCW) requires all governmental agencies to consider the environmental impacts of a proposed action before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. State and local agencies may approve an EIS prepared under NEPA to fulfill the SEPA evaluation requirement. This technical report and EIS serve to meet this requirement.

Benton County's Critical Areas Protection Ordinance (BCC Title 15.35) sets forth procedures for development review and standards for siting and constructing new developments in a manner which protects fish and wildlife conservation areas, including wetlands that are not a product of either conveyed or applied irrigation waters. The ordinance also contains procedures and mitigating impacts for state and federally listed species (Benton County 2006). The Vista Field project area does not contain any County fish and wildlife conservation areas.

The City of Kennewick's Critical Areas for fish and wildlife conservation applies to habitat for any life stage of state or federally designated endangered, threatened, or sensitive fish or wildlife species, priority habitats and habitats of local importance, riparian management areas and riparian buffers, and water bodies (Kennewick, WA Municipal Code section 18.63). A critical areas report is required as part of the submittal for a Critical Areas Permit, which is required for project activities occurring on properties containing critical areas or buffers. A

critical areas report will be developed for this project when construction and design details are further developed. The Vista Field project area does not contain any City Critical Areas for fish and wildlife conservation.

Methods

Methods used to collect data and analyze potential project effects included:

- Collecting a list of federally listed species, potential species of conservation concern (e.g., those that are not federally listed but retain conservation status under state law), and their habitats from local, state, and federal resource and management agencies.
- Determining species life history and habitat requirements.
- Examining existing Geographic Information System (GIS) data layers.

In addition, a site visit was conducted on September 20, 2012 by Shane Phelps of Parametrix to assess overall habitat presence and condition.

The impact assessment considered effects to species and habitats, taking into consideration federal and state protected status, impacts to species' ecology and critical life stages (e.g., breeding), primary constituent elements (PCEs) where applicable (e.g., critical habitat), and other relevant factors. The following factors were considered in determining the type and degree of impacts:

- Extent of impacts to existing wildlife corridors (which could be either further degraded or improved by this project).
- Effects to species under state regulatory statutes governing "take," such as the Washington statutory authority protecting endangered, threatened, and sensitive species.
- Effects to state and locally protected habitats (e.g., impacts that would remove or degrade habitats to the point that they can no longer provide vital functions for the species dependent on these habitats).
- Effects to migratory birds, as defined under the Migratory Bird Treaty Act (MBTA), such as take of active nests and/or eggs.
- Effects to priority habitat, such as fragmentation, degradation, or impairment that would reduce its capacity to provide vital functions for species; "priority habitat" is defined in Washington Department of Fish and Wildlife's (WDFW) Priority Habitats as "a habitat type with unique or significant value to many species."

Wildlife and Plants

The project area is located in the urban landscape of the city of Kennewick. As such, the project area is highly developed and contains limited natural cover to provide habitat for wildlife or plant species. The land use surrounding the project area is characterized by the presence of commercial/retail, light industrial, and residential buildings. The area also contains a high density transportation network (refer to the Land Use and Transportation tech reports for detailed description and analysis). Natural areas within relatively close proximity to the project area include the Columbia River, which lies



Photo 1. Shrub-steppe habitat in the project area along margins of roadway and airport runway.

approximately 0.75 mile north, and a series of floodplain lowland preserves that lie approximately two miles north of the project area at the confluence of the Yakima and Columbia Rivers (e.g., Yakima River Delta Wildlife Nature Area, Chamna Natural Preserve). The urban character of the area, however, dominates the landscape and degrades any connectivity function these areas may provide for wildlife.



Photo 2. Remnant natural habitat in the project area interspersed among buildings, road, fences, and other structures of the urban setting.

The project area consists of a large amount of paved impervious surface of the runways, several service buildings, and a large open area of low-growing shrubby vegetation. Areas adjacent to the tarmac contain approximately 10-15% bare soil and gravel. Maintenance activities near the runway likely minimize growth or spread of vegetation near the tarmac in order to keep it from encroaching on the tarmac. Plant communities in the project area are present along margins of buildings, roadways, and fences. These communities are of the shrub-steppe ecotype and are dominated by small- to medium-sized shrubs; they also include a mix of native and non-native grasses and forbs. Shrubs observed on a site visit on September 20, 2012 include native sagebrush (*Artemisia* spp.) and rabbitbrush (*Chrysothamnus* spp.), and non-native kochia (*Kochia scoparia*). Forbs observed

included non-native, invasive field mustard (*Brassica* spp.) and perennial pepperweed (*Lepidium latifolium*). See photos 1 through 3.

Native wildlife in the area around Kennewick includes species that have been able to adapt to landscapes that have been altered from historical conditions and are now primarily developed, such as small to medium-sized mammals (e.g., skunks, foxes, raccoons), migratory songbirds, birds of prey (e.g., hawks) and reptiles and amphibians. The project area itself contains limited habitat for these species; however, migratory songbirds (e.g., white-crowned sparrow [*Zonotrichia leucophrys*]) that prefer patchy mosaic habitats of bare ground and shrubby areas for breeding may use the vegetated portions of the project area. Red-tailed hawks (*Buteo jamaicensis*) and other raptors may use the open desert-shrub type habitat for hunting small birds and mammals. Skunks (*Mephitis mephitis*), foxes (*Vulpes vulpes*), and raccoons (*Procyon lotor*) may use the project area for denning and foraging. As discussed below, the project area may contain small patches of habitat for several native wildlife species of conservation concern, including Townsend's ground squirrel, black-tailed jackrabbit, and burrowing owls.



Photo 3. Native rabbitbrush growing in the project area. Soils are dry, rocky, and bare in many spots.

Special Status Plants

Information on special status plants that may be present in Benton County was obtained from the U.S. Fish and Wildlife Service (USFWS 2012) and the Washington Natural Heritage Program (WNHP) on November 8, 2012 (WNHP 2012). These plant species are listed in Table 1 below.

Table 1. Benton County Special Status Plants

Species (Scientific Name)	Federal Status	WA Status	Critical Habitat Designation	Presence documented in the project vicinity?	Habitat present in the project area?	Historic Record
Ute ladies'-tresses (<i>Spiranthes diluvialis</i>)	T	E	None designated	No	No	
Great Basin gilia (<i>Aliciella leptomeria</i>)		T	N/A	No	No	
Grand redstem (<i>Ammannia robusta</i>)		T	N/A	No	No	
Chaffweed (<i>Anagallis minima</i>)		S	N/A	No	No	
Common northern sweet grass (<i>Anthoxanthum hirtum</i>)		R1	N/A	No	No	H
Columbia milk-vetch (<i>Astragalus columbianus</i>)	SOC	S	N/A	No	No	
Pauper milk-vetch (<i>Astragalus misellus</i> var. <i>pauper</i>)		S	N/A	No	No	H
Small-flower evening-primrose (<i>Camissonia minor</i>)		S	N/A	No	No	
Dwarf evening-primrose (<i>Camissonia pygmaea</i>)		S	N/A	No	No	
Rosy pussypaws (<i>Cistanthe rosea</i>)		T	N/A	No	No	
Gray cryptantha (<i>Cryptantha leucophaea</i>)	SOC	S	N/A	No	No	
Miner's candle (<i>Cryptantha scoparia</i>)		S	N/A	No	No	
Snake River cryptantha (<i>Cryptantha spiculifera</i>)		S	N/A	No	No	
Desert dodder (<i>Cuscuta denticulata</i>)		T	N/A	No	No	H
Smooth willowherb (<i>Epilobium pygmaeum</i>)		R1	N/A	No	No	
Piper's daisy (<i>Erigeron piperianus</i>)		S	N/A	No	No	
Umtanum desert buckwheat (<i>Eriogonum codium</i>)	PT	E	Proposed	No	No	
Shy gilly-flower (<i>Gilia inconspicua</i>)		R1	N/A	No	No	H
Canadian St. John's-wort (<i>Hypericum majus</i>)		S	N/A	No	No	
Awne halfchaff sedge (<i>Lipocarpa aristulata</i>)		T	N/A	No	No	
Loeflingia		T	N/A	No	No	

Species (Scientific Name)	Federal Status	WA Status	Critical Habitat Designation	Presence documented in the project vicinity?	Habitat present in the project area?	Historic Record
<i>(Loeflingia squarrosa</i> var. <i>squarrosa)</i>						
Hoover's desert-parsley <i>(Lomatium tuberosum)</i>	SOC	S	N/A	No	No	
Suksdorf's monkey-flower <i>(Mimulus suksdorfii)</i>		S	N/A	No	No	
Coyote tobacco <i>(Nicotiana attenuate)</i>		S	N/A	No	No	
Cespitose evening-primrose <i>(Oenothera cespitosa</i> ssp. <i>cespitosa)</i>		S	N/A	No	No	
Persistentsepal yellowcress <i>(Rorippa columbiae)</i>	SOC	E	N/A	No	No	
Lowland toothcup <i>(Rotala ramosior)</i>		T	N/A	No	No	

Notes:

Federal status: T = Threatened; PT = Proposed Threatened; SOC= Species of Concern.

State status: E = Endangered; T = Threatened; S = Sensitive; R1 = Review group 1. Of potential concern but needs more field work to assign another rank.

N/A = Not applicable

H = most recent sighting in the county is prior to 1977.

Federally Listed Plant Species

The only federally listed plant species that is included on the USFWS list for Benton County is Ute ladies'-tresses. The species may have historically occurred within Benton County but is not currently known to occur there. According to the WNHP, Ute ladies'-tresses is only currently documented in Okanogan and Douglas Counties (WNHP 2005). Habitat for this species (low elevation valley wet meadows) is not present within the project area.

Wildlife Species of Conservation Concern

In addition to the species list for Benton County that was obtained from USFWS, a query of the Washington Department of Fish and Wildlife's (WDFW) Priority Habitat and Species (PHS) database was conducted on November 7, 2012 to determine the presence of federally and/or state-listed species and their habitat within or adjacent to the project area. These species are listed in Table 2 below.

Native species that utilize shrub-steppe habitat types, such as burrowing owls, Townsend's ground squirrel, and black-tailed jackrabbits, are shown on the WDFW PHS database to occur near the project area in small habitat patches scattered among the urban landscape of Kennewick (WDFW 2012). The project area itself has not been surveyed for presence of any special status wildlife species; however, given the vegetation cover in some portions of the project area (i.e., sagebrush communities), it is reasonable to assume that potential habitat for these species is present. The PHS data report also indicated the presence of "priority" shrub-steppe habitat in the project vicinity.

Table 2. Benton County Special Status Wildlife Species

Species (Scientific Name)	Federal Status	WA Status	Critical Habitat Designation	Presence documented in the project vicinity?	Habitat present in the project area?
Pygmy rabbit (<i>Brachylagus idahoensis</i>) Columbia Basin DPS	E	E	None designated	No	No
Greater sage grouse (<i>Centrocercus urophasianus</i>) Columbia Basin DPS	C	T	N/A	No	No
Yellow-billed cuckoo (<i>Coccyzus americanus</i>)	C	C	N/A	No	No
Bull trout (<i>Salvelinus confluentus</i>)	T	C	Designated; not present in project area	No	No
Chinook salmon (<i>Oncorhynchus tshawytscha</i>) Upper Columbia River Spring-run ESU	E	C	Designated; not present in project area	No	No
Steelhead (<i>Oncorhynchus mykiss</i>) Middle Columbia River DPS	T	C	Designated; not present in project area	No	No
Gray wolf (<i>Canis lupus</i>)	Delisted/E (see discussion below)	E	None designated	No	No
American white pelican (<i>Pelecanus erythrorhynchos</i>)		E	N/A	Yes	No
Black-tailed jackrabbit (<i>Lepus californicus</i>)		C	N/A	Yes	Yes
Burrowing owl (<i>Athene cunicularia</i>)	SOC	C	N/A	Yes	Yes
Ferruginous hawk (<i>Buteo regalis</i>)	SOC	T	N/A	Yes	Yes
Townsend's Ground Squirrel (<i>Urocitellus townsendii</i>)	SOC	C	N/A	Yes	Yes
White-tailed jackrabbit (<i>Lepus townsendii</i>)		C	N/A	Yes	Yes

Notes:

Federal status: T = Threatened; PT = Proposed Threatened; C = Candidate; SOC= Species of Concern.

DPS = Distinct Population Segment; ESU = Evolutionarily Significant Unit

State status: E = Endangered; T = Threatened; C = Candidate; S = Sensitive; R1 = Review group 1. Of potential concern but needs more field work to assign another rank.

N/A = Not applicable

Federally Listed Wildlife Species

No federally listed fish or wildlife species occur within the project area. Bull trout, gray wolves, pygmy rabbits, and Ute ladies'-tresses are included in the USFWS species list for Benton County; however, none of them are

known to occur in or near the project area. Gray wolves are federally delisted east of Highway 395, which runs through the city of Kennewick: west of this line, gray wolves retain their endangered status. Runs of bull trout, Chinook salmon, and steelhead trout are present in the Columbia River, outside of the project area. The project area is highly developed and highly degraded for wildlife habitat. The terrestrial species on the USFWS county list may have utilized habitat in and around current-day Kennewick during pre-development times (approximately pre-1940's when the airport was built), but do not currently use the area for breeding, foraging, dispersal, or other life stages.

Non-Listed Wildlife Species

As discussed above, the project area contains very little suitable wildlife habitat. Native wildlife that may utilize the project area include habitat generalists that are adept at navigating urban landscapes, meaning that they are able to den, forage, and disperse in areas with high human population density and low quality natural habitat. Such mammals may include skunks, foxes, raccoons, and small rodents. Less common species, such as the black-tailed jackrabbit, that prefer shrubland-herb habitat types may utilize the sagebrush and rabbitbrush in the project area for foraging, cover, or denning. Townsend's ground squirrels and burrowing owls have been documented occupying isolated, marginal habitat in other parts of the city. These species have not been surveyed for or documented within the project area itself, although based on nearby occurrences, the potential for their use of the project area should not be discounted. However, the project area is poorly connected to other pockets of wildlife habitat that may exist in the city of Kennewick, and therefore provides marginal value for most wildlife species.

Migratory songbirds that prefer patchy mosaic habitats of bare ground and shrubby areas for foraging and breeding (e.g., white-crowned sparrow) may use the vegetated portions of the project area. Birds of prey (e.g., hawks) may be present in and near the project area, hunting for passerines and/or small rodents. The project area contains no aquatic habitat for amphibians. Reptiles such as small snakes (*Thamnophis* spp.) may use the vegetated portions of the project area for cover and the exposed portions for thermoregulation.

ENVIRONMENTAL CONSEQUENCES

Specific impacts from project actions cannot be fully analyzed at the project planning stage. Based on conceptual designs, Alternative 1 (Enhancement) and Alternative 2 (Redevelopment) each would likely involve a net increase in vegetative cover in the project area because each alternative proposes additional parks space and/or landscaping above what currently exists at the site. Depending on the final designs and the types of landscaping chosen under each alternative, wildlife habitat could increase in the project area, particularly if native plant species were used for vegetation. An increase in overall vegetative presence could provide additional cover for small rodents and medium-sized mammals, and could provide additional nesting habitat for migratory songbirds.

However, although overall acres of vegetated cover could increase under each development alternative with additional parks and landscaping, the types of wildlife species using the project area could change. Using common ornamental landscape designs that incorporate grassy lawns and ornamental trees and shrubs could increase the overall vegetated area of the site but reduce the amount of habitat available for native species that utilize shrub-steppe ecosystems. The result could be a shift in wildlife species at the site from a mix of native and non-native birds and mammals to a species structure more dominated by non-native habitat generalists.

The No Action alternative, Alternative 3, would not reduce vegetative cover or wildlife habitat from what currently exists, but neither would it provide new or improved habitat structure or connectivity for any native species. Vegetative cover in the project area would remain largely dominated by native sagebrush communities under the No Action alternative, which would continue to provide limited, patchy habitat for native species of conservation concern.

Alternative 1: Enhancement Alternative

Construction Impacts

Construction at the existing Vista Field would likely impact the vegetative communities that are present in the project to some degree. Ground-moving equipment working in currently vegetated areas would compact vegetation or completely remove it. If staging areas were sited in currently vegetated areas, the shrubs and other plant species would likely be destroyed or severely impacted. The loss or significant degradation of the existing vegetative community would remove cover, food, and breeding habitat for wildlife. Vegetation and the extent to which it functions as wildlife habitat would likely be severely degraded for the duration of construction.

Operational Impacts

The Enhancement alternative is currently estimated to include 16.64 acres of park space. Depending on the design of the park space (for example, whether or not native plant species are used to revegetate the area post-construction), the enhanced site could provide suitable habitat for a variety of small- and medium-sized mammals, migratory songbirds, reptiles, and birds of prey. New landscaping that incorporates a variety of plant species and structures (e.g., grasses, trees, and shrubs) could provide a varied and complex habitat mosaic for some wildlife species. The placement of vegetation will need to be considered carefully to prevent the encouragement of wildlife immediately adjacent to the runway area, especially with regard to birds due to the dangers associated with aviation-related bird-strikes. Examples of types of landscaping that could discourage wildlife use include use of plant species that would not provide nesting or foraging habitat for songbirds, and minimizing the number of shrubs and trees that would provide cover for mammals.

The day-to-day operations of the project site under the Enhancement alternative could impact wildlife species by posing risks typical to wildlife existing at the interface with high density urban development. These include collisions with vehicles (in this case, airplanes as well as automobiles), disturbance from noise (particularly that of aircraft), harassment from humans, predation by domestic pets, and accidental poisoning from ingestion of a suite of contaminants found in the urban environment (e.g., battery acid). Wildlife movement corridors and habitat connectivity corridors would not be improved under this alternative, but would likely not be significantly further degraded either.

Cumulative Impacts

Cumulative effects result from the incremental effect of the proposed action when added to those of other past, present, and reasonably foreseeable future actions, regardless of the agency (federal or non-federal) or person that undertakes other such actions. Cumulative effects can result from individually minor but collectively significant actions that take place over a period of time (definitions paraphrased from 40 CFR, 1508.7).

Historically, many activities, including deforestation, urbanization, dams for hydroelectricity, and irrigation and flood control have contributed to a loss of habitat and a reduction in wildlife species and habitat. These actions have also destroyed or degraded native vegetation communities in the project area, and have led to the introduction of non-native plant species that threaten native plant communities. These past actions have made significant changes to the health and capacity of the natural environment in the region as a whole.

No specific projects have been identified in or adjacent to the main project area that would significantly impact habitat; however, growth and development, such as that envisioned in the Three Rivers Entertainment District Master Plan, will likely continue to impact species present in the project area. Compliance with the relevant laws, regulations, policies, and codes in force at the time of such development would help to minimize or mitigate the effects of such actions on plant and wildlife resources.

Mitigation Measures

Mitigation for impacts to wildlife and vegetation resources may include BMPs, conservation measures, and avoidance and minimization measures. Standard construction BMPs and conservation measures (e.g., an erosion control plan) would be implemented to avoid or minimize impacts to ecosystem resources from construction activities where necessary.

Neither the need for mitigation nor specific mitigation measures have been identified at this stage of project planning. However, if special status plants or wildlife are found to be present in the project area over the course of project planning, design, and implementation, examples of possible mitigation measures could include timing restrictions to avoid nesting and/or breeding seasons for migratory birds, avoidance of ground-disturbing activities in some areas to avoid special status plants or wildlife, or off-site conservation or enhancement of similar quality shrub-steppe communities to mitigate for impacts to this habitat type in the project area.

Alternative 2: Redevelopment Alternative***Construction Impacts***

Construction impacts under the Redevelopment alternative would be similar to those described above under Alternative 1 (Enhancement). Construction impacts under the Redevelopment alternative would likely be greater than under Alternative 1, however, because more acreage would be disturbed under this alternative in order to entirely redevelop the site.

Operational Impacts

Operational impacts of the Redevelopment alternative would be similar to those discussed above under Alternative 1. The Redevelopment alternative would have fewer acres of parks, and is currently estimated to include 8.98 acres of parks and other landscaping. As with Alternative 1 above, these acres of park could provide wildlife habitat in small patches, particularly if native plant species are used to vegetate the landscaped areas. Operational impacts from day-to-day activities would be similar to those discussed above under Alternative 1 (i.e., collisions with vehicles, harassment from humans and domestic pets, etc.). However, with the removal of aviation activity in the area, the lack of need to deter birds and the absence of aviation-related bird strikes, Alternative 2 could have less impacts on bird populations in the project area.

Cumulative Impacts

Cumulative effects result from the incremental effect of the proposed action when added to those of other past, present, and reasonably foreseeable future actions. Cumulative impacts for Alternative 2 would be similar to those of Alternative 1.

Mitigation Measures

Mitigation measures have not been identified at this stage of project planning. Mitigation would be similar to that in Alternative 1. See discussion above under Alternative 1 regarding mitigation.

Alternative 3: No Action Alternative

Under the No Action alternative, vegetation cover and wildlife habitat would continue to be limited in the project area and use of the area by birds would continue to be discouraged as needed. No mitigation would be associated with this alternative.

REFERENCES

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Jennifer Hughes (Planner IV), Shane Phelps (Senior Planner)
Subject: Noise Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This section details existing noise conditions at and within Vista Field. It also analyzes the potential impacts of the alternatives considered for Vista Field in regard to noise for construction/demolition, and operations in the context of regulations and potentially noise-sensitive land uses in the area adjacent to Vista Field. For the purposes of this analysis the study area is the Port properties at Vista Field and areas immediately adjacent. Noise generated by aviation activities is discussed in the Aviation Technical Memorandum.

Noise Characteristics

Sound is created when objects vibrate, resulting in a minute variation in surrounding atmospheric pressure called sound pressure. The human response to sound depends on the magnitude of a sound as a function of its frequency and time pattern (EPA, 1974). Magnitude measures the physical sound energy in the air. The range of magnitude, from the faintest to the loudest sound the ear can hear, is so large that sound pressure is expressed on a logarithmic scale in units called decibels (dB).

Humans respond to a sound's frequency or pitch. Environmental noise is composed of many frequencies, each occurring simultaneously at its own sound-pressure level. Frequency weighting combines the overall sound frequency into one sound level that simulates how an average person hears sounds. The commonly used frequency weighting for environmental noise is A-weighting (dBA), which is most similar to how humans perceive sounds of low to moderate magnitude.

Using a logarithmic decibel scale (dBA), a doubling of the number of noise sources (e.g., the number of cars operating on a roadway) increases noise levels by 3 dBA. The human ear can barely perceive a 3 dBA increase; a 5 dBA increase, however, is readily noticeable. A ten-fold increase in the number of noise sources will add 10 dBA. A 10-dBA increase appears to be a doubling in noise level to most listeners (Wyle Laboratories, No Date).

Traffic Noise

Noise levels from traffic sources depend on the volume, speed, and type of vehicle. Generally, an increase in volume, speed, or vehicle size increases traffic noise levels. Vehicular noise is a combination of noises from engines, exhaust, and tires. Other conditions affecting traffic noise include defective mufflers, steep grades, terrain, vegetation, distance from the roadway, and shielding by barriers and buildings. Noise levels decrease with distance from the noise source.

The table below shows typical sound levels associated with transportation noise sources and other common activities.

Table 1. Typical Noise Levels

Transportation Sources	Noise Level Range (dBA)	Other Sources	Description
Jet takeoff (200 feet)	120		
Car horn (3 feet)			Maximum vocal effort
	110		
	100	Shout (.5 feet)	Very annoying
Heavy truck (50 feet)	90	Jack hammer (50 feet) Home shop tools (3 feet)	Loss of hearing prolonged exposure
Train on a structure (50 feet)	85	Backhoe (50 feet)	
City bus (50 feet)	80	Bulldozer (50 feet) Vacuum cleaner (3 feet)	Annoying
Train (50 feet)	75	Blender (3 feet)	
City bus at stop (50 feet)	70	Lawn mower (50 feet)	
Freeway traffic (50 feet)		Large office	
Train in station (50 feet)	65	Washing machine (3 feet)	Intrusive
	60	TV (10 feet)	
Light traffic (50 feet)		Talking (10 feet)	
Light traffic (100 feet)	50		Quiet
		Refrigerator (3 feet)	
	40	Library	
	30	Soft whisper (15 feet)	Very Quiet

Source: FTA, 1995; EPA, 1971; EPA, 1974

AFFECTED ENVIRONMENT

Applicable Rules and Regulations

The City of Kennewick regulates noise through Chapter 9.52 of the city code. It contains the following table in section 9.52.060.

Table 2. Maximum Permissible Environmental Noise Levels

EDNA of Noise Source	EDNA of Receiving Property		
	Class A	Class B	Class C
Class A	55 dBA	57 dBA	60 dBA
Class B	57 dBA	60 dBA	65 dBA
Class C	60 dBA	65 dBA	70 dBA

Source: City of Kennewick Code, Chapter 9.52

EDNA = environmental designation for noise abatement.

The table establishes maximum environmental noise levels for receiving properties based on the noise class established by land use zones. The zoning designation for Vista Field, is Public Facility (PF), with Commercial lands immediately to the west and north (Regional Commercial, CR and General Commercial, CG zones); industrially zoned lands are designated to the south (Business Park, BP) and east (Light Industrial, IL). Some Public Facility designations exist to the northwest associated with the Benton County Justice Center and to the east with the Tri-Tech school. Some residential lands and park lands are situated to the east of Kellogg Street (Open Space, OS and Low Density Residential, RL).

Section 9.52.050: Designation of Environments, provides the Environmental Designations for Noise Abatement classifications A – C used in the above table. The PF lands within Vista Field include the airport runways and thus would be classified as Class C. Using the classifications in Section 9.52.050 and the table above, properties surrounding Vista Field can generally receive the following maximum decibels:

- RL and OS zones (Class A): 60 dBA
- CG and GR zones (Class B): 65 dBA
- IL zone (Class C): 70 dBA

BP or Business Park is not classified in Chapter 9.52, and the Classification for PF or Public Facility is determined by site specific use.

Aircraft operations are exempt from the City noise standards. Details on aviation noise standards are included in the Aviation Technical Memorandum.

Traffic Noise Criteria

Sounds created by motor vehicles are not subject to the limitations described above, and instead are regulated through Section 11.36.120, which focuses on sounds created by the operation of individual vehicles, not overall traffic noise. Because traffic is not addressed in the City of Kennewick noise standards, the Federal Highway Administration (FHWA) noise abatement criteria are included here for context. Under the FHWA guidelines, impacts occur when predicted noise levels approach or exceed the FHWA's established noise abatement criteria or "substantially exceed" existing noise levels (U.S. Department of Transportation, 1982, Noise Abatement Council). "Substantially exceed" is defined as an increase of 10 dBA or more in the State of Washington, which translates to what a typical human would perceive as a doubling of existing noise levels.

The FHWA noise abatement criteria (U.S. Department of Transportation, 2005) specify exterior noise levels for various land activity categories. For residences, parks, schools, churches, and similar areas, the noise criterion is 67 dBA. For other developed lands, the noise criterion is 72 dBA. A traffic noise impact is defined to occur if the predicted traffic noise level approaches within 1 dBA of the noise abatement criteria. Thus, if a noise level were 66 dBA or higher, it would approach or exceed the FHWA noise abatement criterion of 67 dBA for residences.

Methods and Data Sources

Noise impacts to surrounding sensitive receptors will be evaluated qualitatively for each alternative for construction and/or demolition and operations. The analysis will answer the following questions:

1. What types of noise exist in the area (for example: traffic, equipment, operation, other)?
2. What are the sensitive receptors of noise in the area (for example: schools, parks, churches, residences)?
3. What changes in the types and levels of existing noise are anticipated with each alternative on a short-term and long-term basis?
4. How will the sensitive receptors be affected by these changes?

The types of existing noise will be determined based on assumed typical activities from the existing land uses in the area. Sensitive noise receptors will be identified using aerial photographs and City of Kennewick zoning maps. Since the Vista Field Alternatives Study and EIS is a planning level document, no noise monitoring or modeling will occur as part of this analysis, and noise generated by aircraft operations will be analyzed in the Aviation Technical Memorandum. Noise monitoring and analysis may be conducted in later project level SEPA documents depending upon the chosen alternative.

References used for context regarding future potential noise levels include:

- Anchor QEA and HDR Engineering, Inc. 2011. Port of Kennewick Comprehensive Scheme Update. November 22, 2011.
- Three Rivers Entertainment District Plan 2011.
- JUB Engineers, Inc. 2011. Vista Field Master Plan 2011. Prepared for Port of Kennewick.

Description of Affected Environment

Vista Field, owned and operated by the Port of Kennewick, is located on and surrounded by relatively flat terrain on approximately 113 acres of land. The primary features include the 4,008 foot runway, taxiways, runway protection zones and aircraft storage areas. Airport support facilities include the Fixed Base Operator Building, a 4,756 square foot two story office building, 10,000 square feet of vehicle parking accommodating 30 vehicles, and fueling facilities. Excluding noise from aircraft maneuvering and flight, noise levels from all other uses is expected to be equivalent to noise levels near light industrial developments and would include vehicle movements to and from Vista Field and occasional noise from trucks accessing the fueling location. Given the typical noise levels reported by the EPA in Table 1, the existing background noise levels (not including aircraft movement) at a distance of 100 feet from the Vista Field property would be approximately 50 dBA to 60 dBA from light traffic. There could be occasional peaks of 90 dBA at a distance of 50 feet from heavy truck maneuvering for supplying the fueling location.

A rail line runs to the south of Vista Field, and also generates intermittent transportation related noise.

Sensitive noise receptors in the area adjacent to Vista Field are described in Table 3. The table includes the closest receptor of each type. There are other schools, residences, and churches nearby Vista Field that are all further than those included in the table below.

Table 3. Sensitive Noise Receptors

Description	Zoning and Other Information	Distance from Vista Field to edge of parcel
Lawrence Scott Park City of Kennewick	• Located at northeast end of runway, across N Kellogg Street • Open Space (OS) Zoning • 26 acres • 4 Softball/Baseball/Soccer, 2 Basketball, 4 Tennis, Volleyball, 2 Pickle Ball, In-line Skating, .67 Walking Path, Rose Garden, Picnic Shelters, Concessions, Restrooms, Parking	60 Feet
Two single family homes	• Located on North. Kellogg Street	115 Feet
Tri-Tech Skills Center	• 5929 W Metaline	800 Feet
Branch Campus of Tri-City area High Schools	• Public Facilities (PF) Zoning	
Crossview Community Church	• 540 North Colorado Street • General Commercial (CG) Zoning	1000 Feet

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

With this alternative, Vista Field would be improved and/or would see adjacent, airport-related co-development. This action may include the following elements:

- New “Fixed Base Operator” facility and Visitors Center
- New storage facilities for aircraft, as well as other new mixed-use buildings
- New streets, sidewalks and infrastructure
- New landscaping, public spaces, artwork, and other enhancements

Construction Impacts

Construction impacts with Alternative 1 are expected to be higher than the No Action Alternative but less than Alternative 2. Construction noise would include temporary increases in noise with heavy machinery for earth moving and building construction. Noise generation would be required to meet City of Kennewick noise standards based on operating hours. Under both Alternative 1 and Alternative 2 construction is predicted to begin in 2015 and be completed by 2035. Alternative 1 would include less overall construction work.

Operational Impacts

Operation of Vista Field under Alternative 1 would produce very little change in noise compared to the No Action Alternative. The increase in storage facilities and new visitors center and Fixed Base Operator facility would generate additional traffic to the site compared to the No Action Alternative, but would be a substantially lower increase than under Alternative 2.

The Transportation Technical Memorandum reports an increase of 291 new PM peak hour trips under Alternative 1. Generally speaking, the PM peak hour represents approximately 10% of the overall increase in trips, or 2,910 increased trips under Alternative 1 in 2032. With a Vehicles per Day (vpd) total on the surrounding transportation network of 88,032 vpd – 168,500 vpd, an increase of 291 PM peak hour trips represents less than a 3% increase in traffic volume. This increase is far below the amount necessary to cause a perceptible long term traffic noise increase. Sensitive noise receptors would not experience long term detrimental noise effects under this alternative.

Airplane operations may increase under this alternative. The intensity and frequency of noise from aircraft and are addressed in the Aviation Technical Memorandum.

Cumulative Impacts

Because the year 2032 transportation analysis for Alternative 1 is based on the results of traffic modeling that incorporates past, present, and planned future actions, the cumulative effect of other unplanned actions is expected to result in minimal change compared to the results of the operational impacts analysis. Therefore, no cumulative noise impacts are anticipated.

Mitigation Measures

No mitigation measures are necessary because no significant noise impacts are anticipated.

Alternative 2: Redevelopment Alternative

With this alternative, Vista Field would see a phased closure and site redevelopment over time. This action may include:

- New commercial, office, residential and industrial buildings
- New parks, plazas, water features and landscaped areas
- New streets, sidewalks and infrastructure
- New public transportation facilities

Construction Impacts

Construction noise impacts with Alternative 2 are expected to be higher than Alternative 1 and the No Action Alternative. Construction noise would include temporary increases in noise with heavy machinery for earth moving and building construction. Noise generation would be required to meet City of Kennewick noise standards based on operating hours. Alternative 2 includes demolition of the existing Vista Field facilities with new development construction phased after that with forecast completion in 2035. This phasing means that not all areas would be under construction simultaneously, thus spreading the construction noise levels out geographically and temporally. However, because Alternative 2 includes complete redevelopment of Vista Field, more overall construction noise will be generated.

Operational Impacts

Under Alternative 2, no aviation noise would be associated directly with the project site so take-off and landing aviation noise would be absent in comparison to Alternatives 1 and 3. Any aviation noise would be associated with overhead aviation traffic passing through the area. With increased office and retail establishments and additional streets, vehicular noise is expected to be higher from this alternative than in Alternatives 1 and 3.

The Transportation Technical Memorandum reports an increase of 1,651 new PM peak hour trips under Alternative 2. Generally speaking, the PM peak hour represents approximately 10% of the overall increase in trips, or 16,510 increased trips under Alternative 2 in 2032. With a Vehicles Per Day (vpd) total on the surrounding transportation network of 88,032 vpd – 168,500 vpd, an increase of 1,651 PM peak hour trips represents less than a 20% increase in traffic volume. This increase is below the amount necessary to cause a perceptible long term traffic noise increase. Sensitive noise receptors would not experience long term detrimental noise effects under this alternative. Airplane operations would cease under this alternative.

Cumulative Impacts

Because the year 2032 transportation analysis for Alternative 2 is based on the results of traffic modeling that incorporates past, present, and planned future actions, the cumulative effect of other unplanned actions is expected to result in minimal change compared to the results of the operational impacts analysis. Therefore, no cumulative noise impacts are anticipated.

Mitigation Measures

No mitigation measures are necessary because no significant noise impacts are anticipated.

Alternative 3: No Action Alternative

This alternative is required as a “baseline” for study under the SEPA process. It would assume that Vista Field remains unchanged.

Construction Impacts

No construction noise impacts would be expected with the No Action Alternative.

Operational Impacts

No noise changes are anticipated under the No Action Alternative.

Cumulative Impacts

No cumulative impacts are anticipated under the No Action Alternative.

Mitigation Measures

No mitigation measures are necessary because no significant noise impacts are anticipated.

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Shane Phelps (Senior Planner)
Subject: Environmental Health including Hazardous Materials
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This technical memorandum covers the potential impacts related to environmental health associated with the alternatives in the Vista Field Alternatives Study and Environmental Impact Statement (EIS). Impacts to environmental health at Vista Field are primarily associated with the potential presence of hazardous materials related to aviation and industrial uses. For the purposes of this technical memorandum the study area is comprised primarily of Port properties at Vista Field with some discussion of adjacent sites as necessary.

AFFECTED ENVIRONMENT

The Department of Ecology (Ecology) is the state agency responsible for regulating hazardous materials and waste in Washington State. Ecology maintains an online database, called the Integrated Site Information System (ISIS), which includes information on potentially hazardous facilities or sites that are currently or have been of interest to Ecology, and have been or are currently regulated by Ecology. These facilities or sites may include state cleanup sites, voluntary cleanup sites, federal Superfund sites, hazardous waste generators, solid waste facilities, underground storage tanks (USTs), designated brownfields and locations where enforcement actions have occurred.

A search of ISIS indicated that the two existing USTs near the Fixed Base Operator (FBO building) is the only current site located within the boundaries of the Vista Field property. Additionally, one former UST site is located on Port property which was recently acquired in 2009 and is located at the southwest end of Vista Field (parcel no. 132994012843001). This site is listed as the Kennewick Gas Shed and was formerly owned by Verizon. The site had four USTs for storing gasoline and diesel that were removed in 2008; samples taken at the time of tank removal indicated that no detectable concentrations of petroleum-range hydrocarbons were present in any of the sample locations (Larry Peterson, personal communication). The Vista Field Cardlock site was also identified on ISIS, but is not a Port property and is located approximately 700 yards south/southeast of Vista Field. It is currently operational with three underground storage tanks containing gasoline and diesel. No cleanup sites or historical spills are listed in ISIS. Table 1 provides a summary of Ecology-listed sites at and adjacent to Vista Field.

Table 1. Hazardous Materials Locations as Identified by ISIS Database

Facility Name	Number of Tanks	Product Stored	Status	Distance to Vista Field
Port of Kennewick Vista Field Airport	2	Aviation Fuel	Operational	On-site
Vista Field Cardlock (off-site)	3	Diesel, Unleaded gasoline	Operational	Approximately 700 yards
Kennewick Gas Shed	4	Diesel, Unleaded gasoline	Removed	On-site

Source: Ecology 2012.

Although no data exists related to cleanup sites or historical spills, it is possible given the long history of Vista Field as an airfield and its use during World War II as an auxiliary flight training facility that some spills may have occurred in the past. Additionally, much of the area around Vista Field contains commercial and light industrial facilities that could potentially have historical spills and leaks that could possibly contribute to undocumented contamination to Vista Field and adjacent areas.

As part of its regulatory authority, Ecology oversees hazardous waste facilities. Hazardous waste facilities are those that generate any quantity of a dangerous waste (“hazardous waste generator”), or facilities that are required to register with Ecology but do not directly manage or generate hazardous waste (“hazardous waste other”). Hazardous waste facilities may also include businesses that store or use certain quantities of hazardous chemicals at any one time (“hazardous waste tier 2”). Vista Field is not a listed hazardous waste facility or generator. However, the addition of commercial and light industrial uses to the project in the Enhancement or Redevelopment Alternatives could include facilities that have hazardous waste generator status. Dependent upon the amount of hazardous materials and wastes generated these facilities would be potentially permitted individually through Ecology and/or subject to local fire code provisions.

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

Under this alternative, most of the construction that would be performed would likely be related to the new FBO and Visitor Center and new hangars. Subsurface excavations to accommodate building footings and for installation of new utility infrastructure present the greatest potential for encountering undocumented contamination. Areas where contamination could be potentially encountered include locations of existing hangars and the former Kennewick Gas Shed UST site. Additionally during demolition of existing structures such as the FBO and hangars, hazardous building materials such as asbestos, lead-based paints and polychlorinated biphenyls (PCBs) may be encountered.

Operational Impacts

In the operational phase potential environmental health hazards would stem from aviation use as well as potential chemicals stored in industrial locations. Potential hazardous materials related to aviation use would be aviation fuel, and various solvents and fluids related to aircraft operation and maintenance. Additionally, with increased airport traffic, the incidences of aviation-related accidents and spills could increase above existing conditions. With regard to industrial use, depending on the type of activity, hazardous materials could include fuels, solvents, fluids, solids and gases.

Cumulative Impacts

Because no other potentially contaminated sites are known to be undergoing construction activities in the area near Vista Field during the projected timeline of this alternative's construction, no cumulative impacts related to environmental health are anticipated. Potential cumulative impacts during the operational phase of Alternative 1 could occur from the addition of spill incidences and chemicals related to aviation and from chemicals used at new industrial sites to the existing light industrial sites adjacent to Vista Field.

Mitigation Measures

Mitigation for impacts to environmental health from hazardous materials and hazardous waste during the construction and operational phases of Alternative 1 would be conducted through permitting with appropriate regulatory agencies. During the construction phase, any potential contamination that is discovered will be addressed by consultation and permitting through Ecology, as necessary. In the operational phase, the existing USTs are regulated by Ecology and may be subject to Benton County Fire Marshal review. For industrial facilities, depending on quantities of stored hazardous materials and the amount of hazardous waste generated, a hazardous waste generator permit could be required by Ecology. Additionally, the storage of hazardous materials at industrial and commercial locations is subject to inspection by the Benton County Fire Marshal.

Alternative 2: Redevelopment Alternative***Construction Impacts***

Under this alternative, construction activities would likely occur across the entire project site to accommodate a mix of residential, commercial, office, retail and light industrial buildings. Therefore, Alternative 2 has a higher potential for impacting environmental health during construction than Alternative 1. Potential for encountering undocumented contamination could occur across a range of construction activities including demolition of existing structures, construction of new buildings, and installation of new utility infrastructure, particularly where subsurface excavation occurs. Areas with the highest potential to encounter contamination include locations of existing hangars, the current Vista Field UST site, the former Kennewick Gas Shed UST site and the existing taxiways and runway. Additionally due to the age of buildings on-site, materials such as asbestos, lead-based paints and polychlorinated biphenyls (PCBs) may be encountered.

Operational Impacts

In the operational phase potential environmental health hazards would be related to those typical of residential, commercial and light industrial uses. Industrial use would represent the highest potential for hazardous materials including fuels, solvents, fluids, solids and gases, depending on the type of activity.

Cumulative Impacts

Because no other potentially contaminated sites are known to be undergoing construction activities in the area near Vista Field during the projected timeline of this alternative's construction, no cumulative impacts related to environmental health are anticipated during construction. Potential cumulative impacts during the operational phase of Alternative 2 could occur from the addition of chemicals used at new industrial sites to the existing light industrial sites adjacent to Vista Field.

Mitigation Measures

Mitigation for impacts to environmental health from hazardous materials and hazardous waste during the construction and operational phases of Alternative 2 would be conducted through permitting with appropriate regulatory agencies. During the construction phase, any potential contamination that is discovered will be

addressed by consultation and permitting through Ecology, as necessary. The removal of the two existing aviation fuel tanks at Vista Field would be performed and permitted under Ecology jurisdiction. For industrial facilities, depending on quantities of stored hazardous materials and the amount of hazardous waste generated, a hazardous waste generator permit could be required by Ecology. Additionally, the storage of hazardous materials at industrial and commercial locations is subject to inspection by the Benton County Fire Marshal.

Alternative 3: No Action Alternative

Under the No Action Alternative, there would be no new potential impacts to environmental health over existing conditions. Under existing conditions, potential impacts to environmental health are associated primarily with hazardous materials related to aviation use including aviation fuel, and various solvents and fluids related to aircraft operation and maintenance. The existing Vista Field USTs are regulated by Ecology and may be subject to Benton County Fire Marshal review.

Mitigation Measures

As no new sources of impact to environmental health will be added under the No Action Alternative, no mitigation is offered.

REFERENCES

Ecology 2012. Washington Department of Ecology, Integrated Site Information System. Available at <
<https://fortress.wa.gov/ecy/facilitysite/SearchData/ShowSearch.aspx?ModuleType=FacilitySite&RecordSearchMode=New>>. Accessed on November 26, 2012.

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Ryan Abbotts (Senior Planner), Sandra Fann (Senior Engineer), Brian Woodburn (Engineer), and Shane Phelps (Senior Planner)
Subject: Transportation Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

Purpose of this Technical Memorandum

This memorandum summarizes the existing transportation conditions in the study area for the Vista Fields Alternatives Study. It describes the transportation characteristics in the study area and discusses current and future traffic conditions, including vehicle volumes; intersection levels of service; safety; and airport, rail, bus, and non-motorized facilities in the study area.

The impact analysis considers long-term changes in site operations, the roadway network, non-motorized systems, public transportation, and freight. This memorandum also describes the long-term construction impacts associated with each alternative, and identifies planned projects in the vicinity of the Vista Field site that, when combined with the impacts of the Vista Field Project, could contribute to cumulative impacts. Potential mitigation activities are also described to reduce the impacts of the effects associated with the Vista Field alternatives.

This traffic analysis was completed for a planning-level document and depending on the selected Alternative, a future SEPA document will likely complete a more detailed traffic analysis.

Project Alternatives and Study Area

The following two future alternatives have been identified for the Vista Field site, in addition to a No Action Alternative:

- **Alternative 1, Enhancement:** In this alternative, Vista Field would be improved and/or would see adjacent, airport-related co-development. This action may include the following elements:
 - New “Fixed Base Operator” facility and Visitors Center
 - New storage facilities for aircraft, as well as other new mixed-use commercial, office, and industrial buildings
 - New streets, sidewalks and infrastructure
 - New landscaping, public spaces, artwork, and other enhancements
- **Alternative 2, Redevelopment:** In this alternative, Vista Field would see a phased closure and site redevelopment over time. This action may include:

- New commercial, office, residential and industrial buildings
- New parks, plazas, water features and landscaped areas
- New streets, sidewalks and infrastructure
- New public transportation facilities
- **Alternative 3, No Action:** This alternative is required as a “baseline” for study under the SEPA process. It would assume that the situation at Vista Field remains unchanged.

The Vista Field site, shown in Figure 1, is located east of North Columbia Center Boulevard between West Grandridge Boulevard and West Deschutes Avenue in Kennewick, Washington. The study area for the transportation analysis is bounded by North Columbia Center Boulevard to the west, South Edison Street to the east, State Route (SR) 240 to the north, and West Clearwater Avenue to the south.



Figure 1. Vista Field Project Site

Overview of Analysis and Regulatory Context

The transportation analysis was guided by the policy direction established in the plans or policy documents adopted by the City of Kennewick. These include, but are not limited to the following:

- Kennewick Administrative Code, Title 13
- Benton-Franklin Council of Governments 2011-2032 Regional/Metropolitan Transportation Plan
- City of Kennewick Comprehensive Plan 2011

- City of Kennewick Transportation Systems Plan
- Port of Kennewick Vista Field Master Plan 2011
- 6-Year Capital Improvement Program (CIP) for the City of Kennewick
- Ben Franklin Transit Development Plan (Jan. 2012-Dec. 2017).

The transportation analysis uses a variety of technical tools and approaches to evaluate transportation performance across all modes. This evaluation includes forecasts of future travel by mode obtained from the Benton-Franklin Council of Governments. Travel forecasts are an estimation of how many people will travel in a future year, how those people will choose to travel, and what their travel origins and destination would be. Trip distributions were developed based on local knowledge of the area and conversations with City, Port, and Council of Government staff.

AFFECTED ENVIRONMENT

This section summarizes existing transportation characteristics within the study area. It describes the existing road and non-motorized network, traffic volumes, bus operations, airport operations, and rail and road-based freight operations. This section also includes an assessment of existing roadway network performance.

Vista Field Airport

The Port of Kennewick operates Vista Field Airport, located east of North Columbia Center Boulevard between West Grandridge Boulevard and West Deschutes Avenue, in an area increasingly surrounded by commercial and industrial development (Figure 1).

The 2012 WSDOT Airport Economic Impact Study estimates an average of 25,000 aircraft operations per year at Vista Field Airport, including takeoffs, landings, and touchdowns; however, recent counts performed by the Port of Kennewick suggest an average of 4,100. Twenty-two aircraft are based at Vista Field, including 21 single engine airplanes and one ultra-light aircraft. Frequent local users of Vista Field Airport are the United Parcel Service (UPS), Pacific Cataract and Laser Institute, and Cadwell Laboratories. Please see the Aviation section for a detailed discussion of aviation-related transportation.

Roadway Network

Three components of the roadway network are described in this section: roadway characteristics, traffic volumes, and traffic operations.

Roadway characteristics refer to the collection of physical attributes and defined set of uses of the roadway system. The number of lanes and intersection control (e.g., traffic signal, stop sign, roundabout) are examples of physical attributes, and functional classifications and speed limits are examples of defined uses. This collection of roadway characteristics is important because they influence how drivers interact with their physical environment.

Traffic volumes are the number of motor vehicles that use the roadways and are further characterized by the time of day, direction of travel, and turning movements. These traffic volume characteristics influence how drivers interact with other drivers.

Traffic operations is the term used to describe how well or poorly the roadway network functions, which is commonly referred to as the level of congestion. The traffic operating conditions are the cumulative result of the interactions between drivers, their environment, and other drivers.

Roadway Characteristics

This section describes the major roadways in the study area that are used by people using Vista Field. These roadways are of particular interest because they represent the locations where the project's impacts would most likely affect traffic.

State Route (SR) 240 is a four-lane principal arterial north of the proposed project site. It originates in northwest Benton County at SR 24 and continues east through Kennewick, terminating at US 395.

North Columbia Center Boulevard is a north-south principal arterial providing access to SR 240 to the north and other arterials to the south, which eventually connect to Interstate 82. North of West Grandridge Boulevard, North Columbia Center Boulevard has three lanes in each direction with a wide median used to accommodate multiple turn lanes at intersections. South of West Grandridge Boulevard it is a five-lane roadway. Traffic at intersections is controlled with traffic signals, and right- and left-turn lanes are provided at nearly all intersections. This roadway has a posted speed limit of 35 miles per hour (mph) in the study area.

West Clearwater Avenue is a five-lane east-west principal arterial located south of Vista Field Airport. It originates at I-82 and continues east through Kennewick, terminating at US 395. Traffic at intersections is controlled with traffic signals. The roadway has a posted speed limit of 40 mph in the study area.

North Edison Street is a five-lane north-south minor arterial located east of Vista Field Airport and connecting between West 10th Avenue and Columbia Park Trail. Traffic at intersections along North Edison Street are signal-controlled. The roadway has a posted speed limit of 35 mph in the study area.

West Canal Drive is a five-lane east-west minor arterial located north of Vista Field Airport. It originates at North Columbia Center Boulevard and continues east, terminating at North Washington Street. Traffic at intersections is controlled with traffic signals. The roadway has a posted speed limit of 35 or 40 mph in the study area.

North Kellogg Street is a three-lane north-south collector east of the proposed project site. It originates in a residential neighborhood north of West Canal Drive and continues south, becoming Creekstone Drive south of West 20th Avenue. The roadway has a posted speed limit of 35 mph in the study area.

West Deschutes Avenue is a two-lane collector providing access directly to Vista Field Airport and adjacent facilities from the south. The roadway has a posted speed limit of 35 mph in the study area.

The remaining roadways within the study area, such as West Quinault Avenue, West Okanogan Place, North Young Street, West Grandridge Boulevard, West Metalize Avenue, are generally two-lane roads connections to the major arterials surrounding the study area. These roadways provide a number of different connections to disperse traffic.

The following 10 intersections would be affected by the project and were evaluated in this traffic study:

- North Columbia Center Boulevard and SR 240 Westbound Ramps (signal controlled)
- North Columbia Center Boulevard and SR 240 Eastbound Ramps (signal controlled)
- North Columbia Center Boulevard and West Canal Drive (signal controlled)
- North Columbia Center Boulevard and West Quinault Avenue (signal controlled)
- North Columbia Center Boulevard and West Okanogan Place (signal controlled)
- North Columbia Center Boulevard and West Grandridge Boulevard (signal controlled)
- North Columbia Center Boulevard and West Deschutes Avenue (signal controlled)

- West Grandridge Boulevard and North Young Street (all-way stop controlled)
- North Kellogg Street and West Clearwater Avenue (signal controlled)
- North Edison Street and West Canal Drive (signal controlled)

Traffic Volumes

Existing 2008 and 2012 PM peak hour volumes used in the analysis of existing conditions were also provided by the City of Kennewick. Intersection turning movement counts were collected from March to May 2012 and in March 2008. Evening peak period counts were collected from 4:00 PM to 6:00 PM. The system-wide peak hour (4:30 PM to 5:30 PM) was used for the traffic analysis.

Year 2008 average daily traffic volumes provided by the City of Kennewick for major roadways in the study area are summarized below:

- SR 240 – 32,000 to 54,000 vehicles per day (vpd)
- North Columbia Center Boulevard – 13,600 to 35,900 vpd
- West Clearwater Avenue – 10,100 to 22,600 vpd
- North Edison Street – 6,800 to 23,600 vpd
- West Canal Drive – 11,900 to 15,500 vpd
- North Kellogg Street – 8,000 to 10,300 vpd
- Deschutes Avenue – 5,600 to 6,600 vpd

Year 2008 turning movement counts were adjusted upwards by nine percent based on the observed change in traffic volumes collected by the City of Kennewick from 2008 to 2012 on other study area roadways.

Traffic Operations

Level of service (LOS) is a quantified estimate of how well, or poorly, the transportation system functions. The most common industry standard for evaluating level of service is based on the Highway Capacity Manual (HCM), Special Report 209 (Transportation Research Board [TRB] 2000). Using this methodology, traffic conditions are assessed with respect to the average intersection delay (seconds/vehicle). The letter A is used to describe the least amount of congestion and best operations; the letter F indicates the highest amount of congestion and worst operations. The 2000 HCM LOS ratings are shown in Table 1.

Table 1. Level of Service Ratings

Level of Service (LOS) Rating	Average Delay for Signalized Intersections (seconds/vehicle)	Average Delay for Unsignalized Intersections (seconds/vehicle)
A	0-10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Source: Highway Capacity Manual (TRB 2000)

The City of Kennewick provides intersection LOS standards for concurrency as part of the Growth Management Act. The City's LOS standard thresholds are LOS D for signalized intersections, LOS E for unsignalized intersections or driveways (minor street approach), and LOS F for signalized or unsignalized intersection with a second site access point within one-quarter mile operating at LOS D or better.

LOS analysis was conducted for the study intersections using the software programs SIDRA (version 5.1.13.2093) for roundabout controlled intersections, and Synchro 7 (Build 773, Rev. 8) for all other intersections in the study area. Only the PM peak hour was assessed because it typically has higher traffic volumes when compared to the AM peak hour.

As summarized in Table 2, during the PM peak hour, all 10 intersections currently operate at LOS D or better during the PM peak hour.

Table 2. 2012 PM Peak Hour Level of Service Summary

Intersection	Control Type	LOS Standard	LOS	Delay (sec/vet)
West Grandridge Boulevard and North Young Street ^a	Two-Way Stop	C	C	18
West Canal Drive and North Edison Street	Signal	D	C	34
West Clearwater Avenue and North Kellogg Street	Signal	D	C	33
West Deschutes Avenue and North Columbia Center Boulevard	Signal	D	C	31
West Grandridge Boulevard and North Columbia Center Boulevard	Signal	D	C	21
West Okanogan Place and North Columbia Center Boulevard	Signal	D	A	8
West Quinault Avenue and North Columbia Center Boulevard	Signal	D	D	36
West Canal Drive and North Columbia Center Boulevard	Signal	D	C	29
SR 240 Eastbound Ramps and North Columbia Center Boulevard	Signal	D	A	4
SR 240 Westbound Ramps and North Columbia Center Boulevard	Signal	D	B	11

Notes:

a LOS analysis for this intersection was conducted using SIDRA (version 5.1) based on the HCM 2010 methodology. The HCM 2000 (used in Synchro 7) does not include a methodology to analyze all-way stop-controlled intersections with more than two approach lanes on each leg, but the HCM 2010 (used in SIDRA 5.1) does.

Traffic Safety

The City of Kennewick Transportation System Plan (TSP) provides a review of crash data and traffic safety for major roadways and intersections for a five-year period between 2000 and 2004 for intersections and roadways.

Crash rates for intersections were calculated for intersections based on the average number of accidents per million entering vehicles (MEV). Per the City of Kennewick TSP, the City sets a threshold of 0.75 accidents per MEV. Intersections with a threshold higher than the City Standard were identified in a previous study (Kennewick 2009) and are summarized below for the 2000-2004 period:

- North Edison Street and West Metaline Avenue (1.48 accidents per MEV)
- North Columbia Center Boulevard and West Okanogan Place (1.25 accidents per MEV)
- North Columbia Center Boulevard and West Quinault Avenue (1.18 accidents per MEV)
- North Columbia Center Boulevard and West Canal Drive (1.10 accidents per MEV)
- North Edison Street and West Canal Drive (0.99 accidents per MEV)
- North Edison Street and West Clearwater Avenue (0.92 accidents per MEV)
- North Columbia Center Boulevard and West Clearwater Avenue (0.83 accidents per MEV)
- North Columbia Center Boulevard and West Grandridge Boulevard (0.78 accidents per MEV)

Crash rates for roadway segments were also calculated based on the number of accidents per million vehicle miles (MVM) traveled. Based on the findings in the Transportation System Plan, the following roadway segments within the study area were identified with average crash rates higher than 4.0 accidents per MVM for the 2000-2004 period:

- West Grandridge Boulevard from West Okanogan Place to West Canal Drive (9.90 accidents per MVM)
- North Columbia Center Boulevard from West Quinault Avenue to West Canal Drive (5.30 accidents per MVM)
- North Columbia Center Boulevard from West Clearwater Avenue to West Deschutes Avenue (4.77 accidents per MVM)
- North Edison Street from West Metaline Avenue to West Clearwater Avenue (4.27 accidents per MVM)

No fatalities were recorded within the project study area. Collisions involving pedestrians or bicycles are described in Section 2.3.

Non-Motorized Facilities

Sidewalks, crosswalks, curb ramps, and shared-use paths currently exist throughout the City of Kennewick. In the study area, sidewalks are provided on North Columbia Center Boulevard, West Canal Drive, West Clearwater Avenue, and West Quinault Avenue. Most of the facilities meet Americans with Disabilities Act (ADA) standards for 4 foot wide sidewalks.

Bicycle facilities are provided along some of the roadways within the study area. North Columbia Center Boulevard and West Clearwater Avenue currently lack bicycle facilities. Bicycle lanes or shy lanes are located on most other arterials in the study area, including North Kellogg Street, West Canal Drive, West Okanogan Place, West Deschutes Avenue, and West Grandridge Boulevard (City of Kennewick, 2009).

The Sacajawea Heritage Trail is a shared-use path that extends through the Tri-Cities area. A section of the trail borders the Columbia River north of the study area. The Audubon Nature Trail is also located along the Columbia River and runs through Columbia Park, north of the study area.

The City of Kennewick Transportation System Plan reported pedestrian crashes between 2001 and 2004 at the intersections of North Columbia Center Boulevard and West Quinault Avenue, and North Columbia Center Boulevard and West Grandridge Boulevard. No bicycle-related incidents were reported along study area roadways during this same time period.

Public Transportation Facilities

The Three Rivers Transit Center is approximately ½ mile from the southern gate of Vista Field. Ben Franklin Transit currently operates eight bus routes that service Three Rivers Transit Center:

- Routes 39H and 39K operate between the Knight Street Transit Center in Richland and the Three Rivers Transit Center
- Route 42 provides local bus service in Kennewick along 4th Avenue between the Dayton Transit Point and the Three Rivers Transit Center
- Route 48 provides local bus service in Kennewick along 10th Avenue between the Dayton Transit Point and the Three Rivers Transit Center
- Route 50 provides circulator bus service between the Columbia Center and the Three Rivers Transit Center
- Route 110 provides intercity bus service between the Three Rivers Transit Center and the West Richland Transit Center
- Route 120 provides intercity bus service between the 22nd Avenue Transit Center in Pasco and the West Richland Transit Center
- Route 160 provides intercity bus service between the 22nd Avenue Transit Center in Pasco and the Three Rivers Transit Center

Bus hours of operation are 6:00 AM to 6:00 PM, Monday to Friday and 8:00 AM to 6:00 PM on Saturday. There is no bus service on Sundays. Most routes have 30 minute headways Monday to Friday and one hour headways on Saturday.

The Confederated Tribes of the Umatilla Indian Reservation also operates the Tri-City Trolley between Hermiston, OR and the Tri-Cities.

Freight

The Burlington Northern Santa Fe (BNSF) and Union Pacific (UP) railroads both offer mainline rail service in the study area. BNSF and UP maintain mainline tracks and a complex of sidetracks that run east-west in the study area. Amtrak also provides intercity passenger rail service and shares tracks with BNSF. Within the study area, a signalized at-grade railroad crossing is located on North Kellogg Street south of West Deschutes Avenue.

Truck freight uses multiple roadways in the study area, most notably SR 240, North Columbia Center Boulevard, West Clearwater Avenue, West Deschutes Avenue and North Kellogg Street.

Other businesses around Vista Field have employees, patrons, and freight cargo passing through the study area using roadways and transit service. This activity would be accounted for in the existing and future year traffic volumes.

ENVIRONMENTAL CONSEQUENCES

Transportation impacts associated with each of the three alternatives are described in the following sections. Potential construction impacts for the alternatives are qualitatively discussed.

Operational impacts associated with each alternative were evaluated for the year 2032 and assume that all planned land use and transportation system improvements would be in place.

Future forecasted PM peak hour volumes for the year 2032 were developed using data from the 2010 Tri-Cities Travel Demand Model, provided by the Benton Franklin Council of Governments (BFCOG). Land use changes assumed in the traffic forecasts include full build out of the Southridge Development to the south of the project study area. In addition, the following study area road improvement projects are also anticipated to be completed by the year 2032 with all three alternatives:

- Improve intersection of North Young Street and West Grandridge Boulevard to roundabout
- North Columbia Center Boulevard from West Okanogan Place to West Quinault Avenue – add lanes (configuration to be determined)

Because the configuration of North Columbia Center Boulevard has not been determined, this roadway improvement was not included in the traffic operations analysis.

Year 2032 traffic forecasts used in the traffic analysis were estimated using calibrated base year 2010 volumes and forecast 2030 volumes with planned projects. Traffic volumes are projected to increase by approximately 20 percent between years 2010 and 2030, which is equivalent to an annual compound growth rate of just under one percent per year. This growth rate was applied to the 2012 vehicle turning movement counts to estimate year 2032 forecast volumes. Although the traffic analysis uses the years 2012 – 2032 for its twenty year window versus 2013-2033 for other sections in the EIS, it should be noted that traffic forecasts are generally good for a range of years around that twenty year window.

Peak hour factors were adjusted for the future year scenarios based on the City of Kennewick's requirements for traffic analysis; 0.85 for minor street inflows and outflows; 0.90 for minor arterials; 0.93 for major arterials; or, if the existing peak hour factor was higher than the adjusted peak hour factor for an approach then the existing peak hour factor is used.

Additional trips generated by the Alternative 1 (Enhancement) and Alternative 2 (Redevelopment) scenarios were estimated using standard average trip generation rates and equations from the Trip Generation Manual (Institute of Transportation Engineers 2012). These trips were distributed to surrounding roadways based on local knowledge of the area and conversations with City, Port, and Council of Government staff.

Because the year 2032 transportation analysis is based on the results of traffic modeling that incorporates past, present, and planned future actions, the cumulative effect of other unplanned actions is expected to result in minimal change compared to the results of the operational impacts analysis.

Alternative 1: Enhancement Alternative

With this alternative, Vista Field would be improved and/or would see adjacent, airport-related co-development. This action may include the following elements:

- New "Fixed Base Operator" facility and Visitors Center
- New storage facilities for aircraft, as well as other new mixed-use commercial, office, and industrial buildings

- New streets, sidewalks and infrastructure
- New landscaping, public spaces, artwork, and other enhancements

Construction Impacts

This alternative would involve both physical and operational changes to facilities in the project area. Also, construction activities would sometimes increase congestion on study area roadways, such as North Columbia Center Boulevard, during peak travel periods. Site development and site preparation activities, such as property acquisition, demolition, and some utility relocation activities, could occur any time after the environmental process is complete. Construction impacts with Alternative 1 are expected to be higher than the No Action Alternative, but less than Alternative 2. This is because Alternative 2 proposes the greatest amount of physical building area than the other alternatives.

Operational Impacts

Trip Generation

Traffic volumes for Alternative 1 were estimated using standard average trip generation rates and equations from the Trip Generation Manual, 9th Edition (Institute of Transportation Engineers 2012). Table 3 summarizes the mix of land use that was assumed for Alternative 1 and the trip generation projections for the individual uses.

Trip generation for the restaurant and commercial development was adjusted to account for pass-by and diverted-link trips. Pass-by trips are made as intermediate stops on the way from an origin to a primary trip destination without a route diversion. Diverted linked trips add traffic to streets adjacent to a site, but may not add traffic to the area's major travel routes. As shown in Table 3, approximately 290 net new PM peak hour trips would be generated by Alternative 1.

Table 3. Projected PM Peak Hour Trip Generation — Alternative 1

ITE Land Use Category	ITE Code	Units	Total Trips (unadjusted)		Net New External Trips	
			Inbound	Outbound	Inbound	Outbound
Fixed Base Operator and Visitor Center	-	-	-	-	-	-
Fixed Base Operator and Visitor Center	not available ^a	10,000 SF	5	5	5	5
Restaurant (High Turnover) ^b	932	5,000 SF	30	19	9	6
Hangars	22	141 Aircraft	34	28	34	28
Industrial – Light	110	40,000 SF	8	31	8	31
Office Park	750	40,000 SF	8	51	8	51
Commercial – Shopping Center ^c	820	40,000 SF	71	77	23	25
Parks	411	17 Acres	33	25	33	25
Total PM Peak Hour Trips			189	236	120	171

Notes:

a Assumed 5 staff would generate 10 trips per day

b Net trips include a 43 percent reduction due to pass-by trips and a 26 percent reduction due to diverted link trips

c Net trips include a 34 percent reduction due to pass-by trips and a 26 percent reduction due to diverted link trips

Trip Distribution and Assignment

Trips generated by Alternative 1 would be expected to generally follow assumed travel patterns, with the following distribution:

- 40 percent of site-generated trips would have destinations north of West Canal Drive, including SR 240 eastbound and westbound.
- 40 percent of site-generated trips would have destinations south of West Deschutes Avenue.
- 10 percent of site-generated trips would have destinations west of North Columbia Center Boulevard.
- 10 percent would have destinations east of North Kellogg Street.

Intersection Operations

As shown in Table 4, most study area intersections are anticipated to experience an increase in delay associated with Alternative 1. However, all intersection would meet City of Kennewick LOS standards in 2032. Intersection LOS and delay for Alternative 2 and the No Action Alternative are also provided for comparison.

Table 4. 2032 PM Peak Hour Level of Service Summary – Comparison of Alternative 1 with Alternative 2 and No Action Alternative

Intersection	Control Type	LOS Standard	Alternative 1		Alternative 2		No Action	
			LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
West Grandridge Boulevard and North Young Street ^a	Round-about	D ^a	A	7	C	21	A	6
West Canal Drive and North Edison Street	Signal	D	D	52	F	112	D	48
West Clearwater Avenue and North Kellogg Street	Signal	D	D	39	D	55	D	39
West Deschutes Avenue and North Columbia Center Boulevard	Signal	D	D	53	E	73	D	52
West Grandridge Boulevard and North Columbia Center Boulevard	Signal	D	C	30	D	53	C	28
West Okanogan Place and North Columbia Center Boulevard	Signal	D	B	10	B	10	B	10
West Quinault Avenue and North Columbia Center Boulevard	Signal	D	D	48	D	54	D	47
West Canal Drive and North Columbia Center Boulevard	Signal	D	C	28	C	30	C	28
SR 240 Eastbound Ramps and North Columbia Center Boulevard	Signal	D	A	5	A	6	A	5
SR 240 Westbound Ramps and North Columbia Center Boulevard	Signal	D	B	14	B	18	B	14

a A LOS Standard of D was assumed for Roundabouts because one was not included in the City of Kennewick policy.

Cumulative Impacts

Cumulative transportation impacts are already assumed in the future year transportation projections provided by the BFCOG, which was used for the direct impact analysis. The BFCOG model includes financially-constrained expectations for increased growth in local and regional population and employment, as well as the resulting

increases in travel. The cumulative effect of other unplanned actions is expected to result in minimal change to the operational impacts analysis, except for localized unfunded improvements such as the following the following improvements provided by the City of Kennewick: an estimated 12,000 seat Coliseum, two performing art centers with a net total of 3,300 seats, and a 60,000 square foot Convention Center. Traffic congestion in the area would increase when events are taking place at these proposed developments during the AM and PM peak hour.

Mitigation Measures

Because all study area intersections are projected to meet the City of Kennewick's LOS standards, no mitigation is required.

Alternative 2: Redevelopment Alternative

With this alternative, Vista Field would see a phased closure and site redevelopment over time. This action may include:

- New commercial, office, residential and industrial buildings
- New parks, plazas, water features and landscaped areas
- New streets, sidewalks and infrastructure
- New public transportation facilities

Construction Impacts

This alternative would involve both physical and operational changes to facilities in the project area. Also, construction activities would sometimes increase congestion on study area roadways, such as North Columbia Center Boulevard, during peak travel periods. Site development and site preparation activities, such as property acquisition, demolition, and some utility relocation activities, could occur any time after the environmental process is complete. Construction impacts with Alternative 2 are expected to be higher than the No Action Alternative and Alternative 1. This is because Alternative 2 proposes the greatest amount of physical building area than the other alternatives.

Operational Impacts

Trip Generation

Traffic volumes for Alternative 2 were estimated using standard average trip generation rates from the Trip Generation Manual, 9th Edition (Institute of Transportation Engineers 2012). Table 5 summarizes the mix of land use that was assumed for Alternative 2 and the trip generation projections for the individual uses.

Typical ITE reference land uses for trip projections do not reflect mixed use development. This results in an over-estimation of vehicle trips and does not account for increases in shorter trips being made by other modes such as walking and bicycling. Because development for Alternative 2 would be mixed use, adjustments were made to the total trips generated by the site to reflect a higher level of trips occurring within the site. Multi-family and commercial development would be located close to each other; therefore, a greater number of non-motorized trips would be expected to occur between these land uses. The ITE Trip Generation Handbook (Institute of Transportation Engineers, 2001) provides guidelines for these adjustments based on the composition of land use. Using these guidelines, a 16 percent reduction in vehicle trips was applied to the total vehicle trip estimate. These reduced trips are assumed to travel within the site and were not assigned to the surrounding street network.

Trip generation for the restaurant and commercial development was also adjusted to account for pass-by and diverted-link trips. Pass-by trips are made as intermediate stops on the way from an origin to a primary trip destination without a route diversion. Diverted linked trips add traffic to streets adjacent to a site, but may not add traffic to the area's major travel routes. As shown in Table 5, approximately 1,650 net new PM peak hour trips would be generated by Alternative 2.

Table 5. Projected PM Peak Hour Trip Generation — Alternative 2

ITE Land Use Category	ITE Code	Units	Total Trips (unadjusted)		Net New External Trips	
			Inbound	Outbound	Inbound	Outbound
Industrial – Light	110	200,000 SF	27	102	27	102
Office Park	750	185,000 SF	31	250	31	250
Commercial – Shopping Center ^a	820	680,000 SF	924	976	373	387
Residential – Mixed Use Apartments	221	1000 DU	213	109	213	109
Residential – Mixed Use Condominium/Townhouse	230	400 DU	87	37	87	37
Parks	411	9 Acres	9	8	9	8
Total PM Peak Hour Trips			1309	1482	758	893

Notes:

a Net trips include a 34 percent reduction due to pass-by trips and a 26 percent reduction due to diverted link trips

Trip Distribution and Assignment

Similar to Alternative 1, trips generated by Alternative 2 would be expected to generally follow assumed travel patterns, with the following distribution:

- 40 percent of site-generated trips would have destinations north of West Canal Drive, including SR 240 eastbound and westbound.
- 40 percent of site-generated trips would have destinations south of West Deschutes Avenue.
- 10 percent of site-generated trips would have destinations west of North Columbia Center Boulevard.
- 10 percent would have destinations east of North Kellogg Street.

Intersection Operations

As shown in Table 6, most study area intersections are anticipated to experience an increase in delay associated with Alternative 2. All intersection would meet City of Kennewick LOS standards in 2032, except the following:

- West Canal Drive and North Edison Street
- West Deschutes Avenue and North Columbia Center Boulevard

Intersection LOS and delay for Alternative 2 and the No Action Alternative are also provided for comparison.

Table 6. 2032 PM Peak Hour Level of Service Summary – Comparison of Alternative 2 with Alternative 1 and No Action Alternative

Intersection	Control Type	LOS Standard	Alternative 1		Alternative 2		No Action	
			LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
West Grandridge Boulevard and North Young Street	Round-about	D ^a	A	7	C	21	A	6
West Canal Drive and North Edison Street	Signal	D	D	52	F	112	D	48
West Clearwater Avenue and North Kellogg Street	Signal	D	D	39	D	55	D	39
West Deschutes Avenue and North Columbia Center Boulevard	Signal	D	D	53	E	73	D	52
West Grandridge Boulevard and North Columbia Center Boulevard	Signal	D	C	30	D	53	C	28
West Okanogan Place and North Columbia Center Boulevard	Signal	D	B	10	B	10	B	10
West Quinault Avenue and North Columbia Center Boulevard	Signal	D	D	48	D	54	D	47
West Canal Drive and North Columbia Center Boulevard	Signal	D	C	28	C	30	C	28
SR 240 Eastbound Ramps and North Columbia Center Boulevard	Signal	D	A	5	A	6	A	5
SR 240 Westbound Ramps and North Columbia Center Boulevard	Signal	D	B	14	B	18	B	14

a A LOS Standard of D was assumed for Roundabouts because one was not included in the City of Kennewick policy

Cumulative Impacts

Cumulative transportation impacts are already assumed in the future year transportation projections provided by the BFCOG, which was used for the direct impact analysis. The BFCOG model includes financially-constrained expectations for increased growth in local and regional population and employment, as well as the resulting increases in travel. The cumulative effect of other unplanned actions is expected to result in minimal change to the operational impacts analysis, except for localized unfunded improvements such as the following the following improvements provided by the City of Kennewick: an estimated 12,000 seat Coliseum, two performing art centers with a net total of 3,300 seats, and a 60,000 square foot Convention Center. Traffic congestion in the area would increase when events are taking place at these proposed developments during the AM and PM peak hour.

Mitigation Measures

This section describes potential mitigation actions to improve the operations at intersections that would not meet the City of Kennewick standards. Most of the delay at study area intersections is due to background growth and not the proposed Vista Field project. The following actions would reduce vehicle delay at intersections and result in intersection operations that would meet City of Kennewick LOS standards:

- West Canal Drive and North Edison Street intersection – Provide a second eastbound left turn lane. This would improve intersection operations from LOS F to LOS D (51 seconds of delay per vehicle).
- West Deschutes Avenue and North Columbia Center Boulevard intersection – Provide a third southbound through lane. This would improve intersection operations from LOS E to LOS D (50 seconds of delay per vehicle).

Alternative 3: No Action Alternative

This alternative is required as a “baseline” for study under the SEPA process. It would assume that Vista Field remains unchanged.

Construction Impacts

There is no construction impact associated with this alternative.

Operational Impacts

As shown in Table 7, all intersections meet the City of Kennewick’s LOS standards with the No Action Alternative. Intersection delay increases from 2012 to 2032 for all study area intersections, except for West Grandridge Boulevard and North Young Street because of the proposed intersection improvement of installing a roundabout. Increases in delay at study area intersections are due to projected growth in background traffic.

Table 7. 2032 PM Peak Hour Level of Service Summary – Comparison of No Action Alternative with Alternatives 1 and 2

Intersection	Control Type	LOS Standard	Alternative 1		Alternative 2		No Action	
			LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
West Grandridge Boulevard and North Young Street ¹	Roundabout	D ¹	A	7	C	21	A	6
West Canal Drive and North Edison Street	Signal	D	D	52	F	112	D	48
West Clearwater Avenue and North Kellogg Street	Signal	D	D	39	D	55	D	39
West Deschutes Avenue and North Columbia Center Boulevard	Signal	D	D	53	E	73	D	52
West Grandridge Boulevard and North Columbia Center Boulevard	Signal	D	C	30	D	53	C	28
West Okanogan Place and North Columbia Center Boulevard	Signal	D	B	10	B	10	B	10
West Quinault Avenue and North Columbia Center Boulevard	Signal	D	D	48	D	54	D	47
West Canal Drive and North Columbia Center Boulevard	Signal	D	C	28	C	30	C	28
SR 240 Eastbound Ramps and North Columbia Center Boulevard	Signal	D	A	5	A	6	A	5
SR 240 Westbound Ramps and North Columbia Center Boulevard	Signal	D	B	14	B	18	B	14

a A LOS Standard of D was assumed for Roundabouts because one was not included in the City of Kennewick policy.

Cumulative Impacts

Cumulative transportation impacts are already assumed in the future year transportation projections provided by the BFCOG, which was used for the direct impact analysis. The BFCOG model includes financially-constrained expectations for increased growth in local and regional population and employment, as well as the resulting increases in travel. The cumulative effect of other unplanned actions is expected to result in minimal change to the operational impacts analysis, except for localized unfunded improvements such as the following the following improvements provided by the City of Kennewick: an estimated 12,000 seat Coliseum, two performing art centers with a net total of 3,300 seats, and a 60,000 square foot Convention Center. Traffic congestion in the area would increase when events are taking place at these proposed developments during the AM and PM peak hour.

Mitigation Measures

No mitigation measures would be required with the No Action Alternative.

REFERENCES

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- TRB (Transportation Research Board). 2010. 2010 Highway Capacity Manual. 5th Edition. National Research Council. Washington, D.C.

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Shane Phelps (Senior Planner)
Subject: Cultural and Historic Resources Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This technical memorandum covers the potential impacts related to cultural and historic resources associated with the alternatives in the Vista Field Alternatives Study and Environmental Impact Statement (EIS). For the purposes of this technical memorandum the Area of Potential Effect (APE) is comprised of the Port properties at Vista Field and includes all areas where construction may occur (See Figure 1).

AFFECTED ENVIRONMENT

The Washington State Environmental Policy Act (SEPA) requires consideration to be given to protecting significant archaeological, historical and traditional cultural sites. In the state of Washington, the Department of Archaeology and Historic Preservation (DAHP) is the state agency charged with the protection of cultural and historical resources and DAHP has the ability to request cultural and historical resource surveys and reports and to determine impacts and any associated mitigation. The Revised Code of Washington (RCW) and federal law also ensure the protection of Indian graves and regulates archaeological sites and resources. Disturbance of an archaeological site is not allowed without a permit from DAHP.

DAHP also administers the Washington Historic Register (WHR) and maintains records of sites eligible for the National Register of Historic Places (NRHP). The criteria for listing properties in the NRHP require that a historic resource be at least 50 years old; possess integrity of location, design, setting, materials, workmanship, feeling, and association; and meet at least one of several criteria. The criteria for listing properties in the WHR require that a building, site, structure, or object must be at least 50 years old or have documented exceptional significance; possess a high to medium level of integrity; and should have documented historical significance at the local, state, or federal level.

Although many previously written reports state that Vista Field was constructed in 1943, Port of Kennewick title information indicates that Vista Field existed in some capacity prior to that time (Larry Peterson, personal communication). Starting in 1943, Vista Field was used as a flight training facility for the Pasco Navy Base. Subsequent to the end of World War II, Vista Field was deeded to the Kennewick Irrigation District (KID) and opened for use to the public. The deed for Vista Field was later transferred to the City of Kennewick from whom the Port purchased Vista Field in 1991 (JUB 2011).



Figure 1. Vista Field Area of Potential Effect

The existing Fixed Base Operator (FBO) building was built in November 1981 and is not considered a historic property. Three large box hangars are present in the central area of Vista Field and twenty-two (22) T-hangars are present on the east side of Vista Field towards the north end (JUB 2011). According to Port staff, it is generally thought that these hangars were built in the 1950s or 1960s and moved from an area parallel to, and approximately 100 to 150 feet to the southeast of, their present location prior to the Port's purchase of Vista Field (Larry Peterson, personal communication, November 29, 2012). On the east side of the airport, east of the T-hangars, interlocking steel plates are present. These steel plates were used by the Navy in the 1940s to simulate aircraft carrier deck landings while training pilots (JUB, 2011). It is possible that the steel plates are of historical

significance and will need to be surveyed and documented for DAHP prior to activities considered in the alternatives.

A review of DAHP's online database indicates that no recorded historic properties are located within the APE. Several potential historic sites are located in the areas around Vista Field but the activities proposed in the alternatives will not have direct impacts on these facilities. No sites on the NRHP are adjacent to Vista Field (DAHP 2012).

At least one recorded archaeological site is present within the APE. The site is the former northwest-southeast runway, built by the Navy in 1942 to simulate aircraft carrier deck landings. The runway was abandoned for this use by the Navy shortly thereafter and operations were moved to Pasco Naval Air Station. This runway was later paved in asphalt used as a cross-wind runway until it was removed in the 1980s. The site has been covered over and is now comprised primarily of vacant field to the north (Port and non-Port property) and industrial buildings to the south (non-Port property). Two additional sites, both historical-period trash and debris scatters are located just south of and off the airport property (Ed Huber, personal communication, November 27, 2012).

Based on written communication from DAHP during the scoping phase of the Vista Field Alternatives Study and EIS, DAHP will require an original cultural resources survey report to be sent to them and any affected Tribes for actions related to alternatives discussed below. Since the Vista Field Alternatives Study and EIS is a planning level document, the Port will defer a cultural resources survey until a project level SEPA document based on one of the alternatives is completed. At that time the Port will consult with DAHP as necessary to ensure that all DAHP required reports and forms are submitted to satisfy SEPA and any related laws and regulations.

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

Under this Alternative, most of the construction that would be performed likely be related to the new FBO and Visitor Center and new hangars. Subsurface excavations to accommodate building footings and for installation of new utility infrastructure present the greatest potential for encountering buried objects of historical or cultural significance. Additionally, demolition and construction activities could cause impacts to any historical buildings or objects that may be on site, including the steel plates adjacent to the T-hangars. As stated above, prior to beginning any activities associated with the Enhancement Alternative, the Port will consult with DAHP to ensure that all activities are permitted in accordance with cultural and historic resources rules and regulations.

Operational Impacts

In the operational phase, it is not anticipated that any impacts to cultural or historical resources will occur.

Cumulative Impacts

Because no other sites with potential historical or cultural sites are known to be undergoing construction activities in the area near Vista Field during the projected timeline of this alternative's construction, no cumulative impacts to cultural and historic resources are anticipated. As no operational impacts are expected, no cumulative impacts during the operational phase of this alternative are expected to occur to cultural and historic resources.

Mitigation Measures

Any potential impacts to cultural and historic resources will be mitigated in accordance with consultation with DAHP and any affected Tribes.

Alternative 2: Redevelopment Alternative

Construction Impacts

Under this alternative, impacts related to subsurface excavations to accommodate building footings and for installation of new utility infrastructure present the greatest potential for encountering buried objects of historical or cultural significance. Additionally, demolition and construction activities could cause impacts to any historical buildings or objects that may be on site, including the steel plates adjacent to the T-hangars. As stated above, prior to beginning any activities associated with the Enhancement Alternative, the Port will consult with DAHP to ensure that all activities are permitted in accordance with cultural and historic resources rules and regulations.

Operational Impacts

In the operational phase, it is not anticipated that any impacts to cultural or historical resources will occur as all identification of and permitting related to cultural and historic resources during the construction phase.

Cumulative Impacts

Because no other sites with potential historical or cultural sites are known to be undergoing construction activities in the area near Vista Field during the projected timeline of this alternative's construction, no cumulative impacts to cultural and historic resources are anticipated. As no operational impacts are expected, no cumulative impacts during the operational phase of this alternative are expected to occur to cultural and historic resources.

Mitigation Measures

Any potential impacts to cultural and historic resources will be mitigated in accordance with consultation with DAHP and any affected Tribes.

Alternative 3: No Action Alternative

Under the No Action Alternative impacts to cultural and historic resources are not anticipated since no construction activities will occur under this alternative.

REFERENCES

DAHP 2012. Washington Department of Archaeology and Historic Preservation Washington Information System for Architectural and Archaeological Records Data. Available online at <https://fortress.wa.gov/dahp/wisaard/>. Accessed on November 27, 2012.

JUB 2011. JUB Engineers, Inc. 2011. Port of Kennewick Vista Field Master Plan 2011.

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Emily Moshofsky (Planner), Shane Phelps (Senior Planner)
Subject: Public Services Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This section details existing public services at and within Vista Field. For this memorandum, Public Services consist of hospital, police, fire, schools, parks, and recreation facilities. This memo analyzes the potential impacts of the alternatives considered for Vista Field in regard to public services within the context of existing use, regulations, and planned future development in the Kennewick area. For the purposes of this analysis the study area is the Port property at Vista Field and areas immediately adjacent.

AFFECTED ENVIRONMENT

Rules and Regulations

The following rules and regulations are applicable to public services.

- State Environmental Policy Act (SEPA)
- Washington Growth Management Act (GMA)
- City of Kennewick Comprehensive Parks and Recreation Plan 2013-2018

The State Environmental Policy Act (SEPA) provides a way to identify possible environmental impacts that may result from governmental decisions. These decisions may be related to issuing permits for private projects, constructing public facilities, or adopting regulations, policies or plans. Information provided during the SEPA review process helps agency decision-makers, applicants, and the public understand how a proposal will affect the environment (<http://www.ecy.wa.gov/programs/sea/sepa/e-review.html>).

The State of Washington the Growth Management Act (GMA) requires that Cities prepare and regularly update a Comprehensive Plan (Comp Plan) which expresses the City's vision for its current and future management of growth and development. Updates are only permitted by the state once each year.

The Kennewick Comprehensive Parks and Recreation Plan contains guidelines for development of the cities recreational facilities (PR Comp Plan 2012).

Methods, data sources used, etc.

The impact analysis is based on input from interested parties provided in the Draft Scoping Report as well the additional resources. Additional resources referenced are:

- City of Kennewick Parks and Recreation Department. 2012. City of Kennewick Comprehensive Parks and Recreation Plan 2013-2018.
- Peter Beaudry, Municipal Services Executive Director, City of Kennewick, Washington. 2012. Vista Field EIS Scoping Report.

Description of Affected Environment

The following is a brief description of the public services in the area, their location relative to Vista Field and if they use Vista Field. See Figure 1 for the location of public services that are in close physical proximity to Vista Field.

Hospital

Kennewick General Hospital (KGH) is located 4.3 miles to the east of Vista Field, in downtown Kennewick at 900 South Auburn Street. KGH offers 101 total staffed beds and provides a wide range of medical services including emergency services, general medical care and short-term acute care. KGH is also building a new facility in the Southridge area that will have approximately three times the capacity of the downtown facility. The new KGH hospital will be located near the intersection of Hwy 395 and I-82, approximately 7 miles from Vista Field. These facilities are not depicted in Figure 1.

Police/Sheriff

The Kennewick Police Department is located at 211 West 6th Avenue, in downtown Kennewick, and is not depicted on the figure. The Benton County Sheriff's Department is located at 7122 West Okanogan Place, near Vista Field (Figure 1). The sheriff's office has a plane located at Vista Field for search and rescue operations.

Fire Department

The Kennewick Fire Department Station #3 is located at 7400 West Quinault Avenue, approximately 0.6 mile from Vista Field. The Fire Department/Emergency Services could use the airport for search and rescue operations.

Schools

Schools that are in the vicinity of Vista Field include an elementary school, high school, and a technical skill center and are listed below. See Figure 1 for their locations.

- Vista Elementary, 1701 North Young Street
- Kamiakin High School, 600 North Arthur Street
- Tri-Tech Skills Center, 929 West Metaline Avenue

School facilities that are open to the public during non-school hours include:

- Vista Elementary has 2 soccer fields, 2 softball fields, and 1 gym.
- Kamiakin High School facilities include 8 tennis courts, 1 track, 1 practice football area, 3 basketball courts, and 3 gyms.



Figure 1. Public Services Adjacent to Vista Field

Parks and Recreation

Lawrence Scott Park is located immediately adjacent to Vista Field to the east (Figure 1). It is the only public park in the vicinity of Vista Field. The address is 1399 North Jefferson Street. The park is 26 acres in area. It has tennis courts that Kamiakin High School tennis teams use for their games. The park also has trails to host cross country meets. New scoreboards at the James F. Rhode Complex at the park were recently provided by the Columbia Center Rotary. Park amenities include:

- 2 restrooms
- 1 playground
- 2 outdoor basketball courts
- 4 multi-purpose fields (accommodating softball/baseball/soccer)
- 256 parking spots
- 2 pickle ball courts
- 1 inline hockey
- 4 tennis courts
- 0.67 mile trails and walks
- 1 volleyball court
- 4 picnic shelters

The Columbia River is about 3/4 mile to the north of Vista Field. Columbia Park includes a regional 4.5-mile riverfront linear park and trail that is adjacent to the river. Additionally, a portion of the Sacajawea Heritage Trail loop is located in the same area. Locations of these facilities are not shown on Figure 1.

The Three Rivers Entertainment District/Toyota Center is located immediately adjacent to the airfield and is 4.65 acres in area (Figure 1).

Three-Rivers Plaza is partially developed. It will be 1.85 acres and have 1.6 mile trails and walks (location not shown on Figure 1).

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

The Enhancement Alternative would result in minimal construction impacts any public service, since the work would be constrained to Port property at Vista Field. Construction activities could potentially interfere with take-off and landings associated with Sheriff Office's plane but this would be temporary in nature.

Operational Impacts

Alternative 1 would not likely have significant operational impacts on the current public services in comparison to the No Action Alternative. The Benton County Sheriff's office could maintain a plane at Vista Field and the air field would be available as necessary for accommodating other aviation-related emergency services as needed.

Alternative 1 does not add residential housing, parks, or trails. There would not be an increased need for police or sheriff operations. There could be an increase in fire response needs related to increased aircraft traffic and the addition of commercial and light industrial facilities in the area.

Cumulative Impacts

Since no projects that would directly impact public services are known to be occurring in the same timeframe as the actions proposed under Alternative 1, there are no adverse cumulative impacts to public services under this alternative.

Mitigation Measures

There are no required mitigation measures for public services associated with Alternative 1.

Alternative 2: Redevelopment Alternative

Construction Impacts

There would be no impact to the existing police services, schools, or parks from the construction phase of Alternative 2. Potential for fire or emergency services use exists during the construction phase. However, it is anticipated that existing fire and emergency services in the area are sufficient to respond to any construction-related incident and therefore any potential impact is not considered significant.

Operational Impacts

In comparison to the No Action Alternative, the Redevelopment Alternative may have greater potential impacts to public services. The Redevelopment Alternative could have an adverse impact on the Sheriff's Office since they would be required to move their plane to either Richland or Pasco. According to feedback received in the Vista Field EIS Scoping Report, having the Sheriff's plane based out of a different airport could add up to half an hour to any operation requiring a plane due to the driving distance to one of the other airports. This would be dependent upon if Sheriff's office staff were driving from the facility near Vista Field or some other location in the county at the time of response. In the immediate project site vicinity, however, response times for emergency services may actually improve due to more direct traffic routes with the removal of the fenced in airport.

No schools will be constructed as part of Alternative 2. However, there would be an increase in the residential housing in comparison with the No Action Alternative, and therefore additional school capacity may need to be considered. With more residential and commercial development, there could be an increased need for police and fire emergency services in comparison with the No Action Alternative. Also, the added park and recreational capacity would require additional operation and maintenance by the City.

Cumulative Impacts

The Redevelopment Alternative could potentially have cumulative impacts to public services when taken into consideration with other development in the area including the potential expansion of facilities related in the Entertainment District, as well as existing retail, commercial and light industrial facilities in the adjacent area. Public services that might be affected cumulatively would be police and emergency services needed to accommodate more people working in the area and traveling to the area for shopping and entertainment.

Mitigation Measures

Mitigation measures could include the following:

- Relocating the Sheriff's airplane to the Tri-Cities Airport in Pasco, which is just over five miles, or about fifteen minutes away, or to the Richland Airport, which is just over five miles away, or about fifteen minutes.
- Additional classroom capacity at existing schools could be considered to accommodate a large student body related to new residential development under Alternative 2.
- Additional police, fire department and emergency medical staff could be hired for expanded need of these services related to the redevelopment of Vista Point.
- Expanded parks and recreational facilities would be included in the City's Comprehensive Parks and Recreation Plan to address the need for additional operations and maintenance and related funding and staffing needs.

Alternative 3: No Action Alternative

There are no new anticipated impacts to public services associated with the No Action Alternative.

REFERENCES

City of Kennewick Parks and Recreation Department. 2012. City of Kennewick Comprehensive Parks and Recreation Plan 2013-2018.

Peter Beaudry, Municipal Services Executive Director, City of Kennewick, Washington. 2012. Vista Field EIS Scoping Report.

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Shane Phelps (Senior Planner)
Subject: Utilities Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This technical memorandum discusses the existing conditions of City-owned utilities in the project area including water supply, sewer and stormwater and analyzes the potential impacts and any related mitigation associated with the alternatives discussed in the Vista Field Alternatives Study and EIS. For analysis of existing conditions and potential impacts, the study area for this section is defined as the City of Kennewick service area, which includes Vista Field.

WATER SUPPLY

Affected Environment

Regulations

Drinking water is regulated in the state of Washington by the Department of Health (DOH), which has primacy from the Environmental Protection Agency to enforce Safe Drinking Water Act (SDWA) regulations including water quality and supply. DOH also regulates drinking water rules and regulations under the Revised Code of Washington. At the City level, the City of Kennewick is responsible for providing drinking water that meets federal and state standards, planning for drinking water supply and infrastructure, and for approving new connections to its water system. The City's authority related to various aspects of drinking water is codified in Kennewick Municipal Code (KMC) under Titles 14, 15, and 18.

City of Kennewick Water System

Vista Field is located within the City of Kennewick's drinking water service area. Three water sources are used by the City to supply drinking water. These include:

Groundwater

- Ranney Collector No. 4
- Ranney Collector No. 5

Surface Water

- Columbia River

The City also has the Layton Park Well, which is maintained as a backup water supply source and is not currently used as a drinking water source.

The City's water distribution system consists of approximately 373 miles of water main that ranges in size from less than 6 inches up to 48 inches in diameter. This distribution system is divided into five pressure zones, with service pressures varying from 40 to 100 psi. Vista Field is located within Pressure Zone 2, which is supplied by a 6.0 million gallon (MG) storage reservoir and a booster pump station at 19th and Olympia. The City's Water system plan indicates that Pressure Zone 2 has adequate storage capacity to serve the zone at least through 2029. According to the 2011 Vista Field Master Plan, water is provided to the Vista Field FBO building by a 12-inch water main located in Grandridge Boulevard with service pressures ranging from the low to mid 60s psi (JUB 2011). It should be noted that the area just to the southwest of Vista Field is served by Pressure Zone 3, therefore future expansion of facilities in that area could be serviced by that pressure zone.

Vista Field is also within the service area of the Kennewick Irrigation District (KID). The KID delivers untreated Yakima River water for irrigation to agricultural and residential users within its service area. The KID's service area is limited by the elevation of the high water surface of its main canal, which varies seasonally but is 900 feet above sea level at its highest (Kennewick 2010). Irrigation water from the KID may or may not be used in the alternatives considered below. The water use calculations in Tables 1 and 2 only look at water supply needs within the context of the City's drinking water system.

The City currently has the capacity to produce 30 million gallons per day (MGD) from its combined sources. A breakout of maximum capacity provided by source is shown in Table 1 below.

**Table 1. City of Kennewick Annual Water Supply
(2010 Water System Comprehensive Plan)**

Source of Supply	Daily Maximum Capacity (MGD)
Ranney Collectors	15 MGD
Columbia River	15 MGD
Total:	30 MGD

In water system planning, the term Equivalent Residential Unit (ERU) is equal to the average amount of water used by a single family residence in gallons over the period of one year. ERUs are useful to project water demand for a community when reasonable assumptions can be made regarding the anticipated land use. For the alternatives considered in the EIS, ERUs and annual demand was calculated in accordance with the 2010 City of Kennewick Water System Plan. For residential single family land uses it is assumed that the number of residential dwelling units is equal to the number of ERUs. Water demands were calculated for nonresidential land uses consistent with unit water demands in the City of Kennewick Water System Plan, Table 2-8, using the average of summer demands with and without irrigation from commercial and industrial zoning categories, with 2,250 gpd/acre and 4,500 gpd/acre respectively, and these were then converted into ERUs using 258 gpd/day per ERU as assigned by the City's Water System Plan. The calculated added annual demands at build-out for each of the alternatives is shown in Table 2 and discussed in the subsequent Environmental Consequences section below.

Table 2. Vista Field Annual Water Demand

Alternative	New ERUs	Added Demand ^a
Alternative 1	44	0.01 MGD
Alternative 2	1,634	0.42 MGD
Alternative 3	0	0 MG

a Annual demand calculated based on average per capita use of 258 gpd per the 2010 Water System Plan

Environmental Consequences

Alternative 1: Enhancement Alternative

Construction Impacts

During the construction phase, no impacts to drinking water supply are anticipated. Installation and connection of new lines will be performed in accordance with appropriate Washington Department of Health regulations and standards, as well as appropriate City code.

Operational Impacts

Under the Enhancement Alternative, new drinking water infrastructure will primarily be needed at Vista Field to accommodate a new FBO building and Visitor Center and the addition of office, retail and light industrial uses. The executive and mixed –use hangars are anticipated to be able to accommodate office and some mixed uses (e.g., commercial). The proposed new T-hangars will not have indoor plumbing and may be serviced by an outside hose bib located at each hangar or servicing multiple hangars; any water use at the T-hangars is assumed to be minimal and sporadic and has been discounted from inclusion at this level of planning.

As shown in Table 2 above, the Enhancement Alternative is estimated to add up to 44 new ERUs to the City's service area. This is greater than the No Action Alternative's estimated existing ERU calculation of 0.85, which is derived primarily from the FBO building. Based on the City's Water System Plan, it is projected that the City will have 75,000 total ERUs by 2029. This alternative is assumed to reach buildout in 2035 and if it is assumed that the City's projected ERUs are 75,000 or greater at that time, the 44 ERUs will be a very small portion (0.06%) of this number and would not likely constitute a significant impact to the City's water supply.

Cumulative Impacts

Although the Enhancement Alternative is not included in the City's Water System Plan, based on the small number of ERUs associated with this alternative, it is unlikely that it would contribute to any significant cumulative impacts to the City's drinking water supply.

Mitigation Measures

Additional water supply needs at Vista Field under the Enhancement Alternative would be coordinated and permitted through the City of Kennewick. Design and construction of drinking water infrastructure would be conducted in accordance with City of Kennewick Municipal Code and the State of Washington DOH.

Alternative 2: Redevelopment Alternative

Construction Impacts

During the construction phase, no impacts to drinking water supply are anticipated. Installation and connection of new lines will be performed in accordance with appropriate DOH regulations and standards, as well as appropriate City code.

Operational Impacts

Under the Redevelopment Alternative, new drinking water infrastructure will be needed to accommodate the addition of new residential, office, retail and light industrial uses in the area formerly occupied by Vista Field. As

shown in Table 2, the Redevelopment Alternative is estimated to add up to 1,634 ERUs to the City's service area. This is significantly greater than the No Action Alternative's estimated existing ERU calculation of 0.85 or Alternative 1's estimated 44 total ERUs. Based on the City's Water System Plan, it is projected that the City will have 75,000 total ERUs by 2029. This alternative is assumed to reach buildout in 2035 and if it is assumed that the City's projected ERUs are 75,000 or greater at that time, the 1,634 ERUs would constitute approximately 2% of the City's water supply.

Pressure Zone 2 is serviced by a 6 MG reservoir. If it is assumed that all drinking water supplied to the redeveloped area originated from Pressure Zone 2, the Redevelopment Alternative would constitute a demand of approximately 0.42 MGD or approximately 7% of the reservoir's daily capacity. This would likely constitute a significant demand on 6 MG reservoir and Pressure Zone 2.

Cumulative Impacts

As with the Enhancement Alternative, the Redevelopment Alternative is not included in the City's Water System Plan. However, the addition of up to 1,634 ERUs in conjunction with other development ongoing in Kennewick (e.g., Southridge) would have unplanned for cumulative impacts on the City's maximum source capacity as well as storage and distribution infrastructure. It is likely that with redevelopment of the area, looped water mains would be constructed in the area as part of new drinking water infrastructure. This would have an overall beneficial cumulative effect on the project area and the adjacent drinking water system service area since looping promotes better water quality (easier maintenance of chlorine residual) and augments pressure need for fire flows.

Mitigation Measures

Several mitigation measures could be performed at the project level to properly analyze and mitigate for potential impacts to the City's water supply.

- Conduct an accurate analysis of impacts to City water supply based on actual project level data.
- Coordinate with the City to include new water demands into the City's Water System Plan so that adequate infrastructure to support them is considered.
- Incorporate water conservation measures such as low-flow showers and toilets and the use of native plants in landscaping to reduce water usage impacts.
- Work with the KID for utilization of untreated water for irrigation needs.

Alternative 3: No Action Alternative

No new water supply impacts would occur under the No Action Alternative.

SEWER

Affected Environment

Regulations

Wastewater is regulated in the state of Washington primarily by the Department of Ecology, which has primacy from the Environmental Protection Agency to enforce the pertinent sections of the Clean Water (CWA) related to discharges of contaminants to surface and groundwater, including wastewater; enforcement of these rules falls primarily under the National Pollutant Discharge Elimination System (NPDES). Ecology also regulates wastewater in accordance with rules and regulations under the Revised Code of Washington. At the City level, the City of Kennewick is responsible for treating wastewater that meets federal and state standards for discharge,

planning for wastewater collection and infrastructure, and for approving new connections to its sewer system. The City's authority related to various aspects of wastewater is codified in Kennewick Municipal Code (KMC) under Titles 14, 15, and 18.

City of Kennewick Sewer System

According to the City of Kennewick's 2006 Sewer System Plan (Sewer Plan), the City's wastewater collection system is comprised of approximately 247 miles of gravity sewer pipelines ranging in size from 8 to 36 inches in diameter and fifteen (15) lift stations with associated length of force mains of approximately 5.2 miles. US 395 generally forms the primary division between the City's sewer drainage basins with flows originating west of US 395 routed ultimately toward the Columbia Drive Interceptor and flows from east of US 395 routed toward the Bruneau/Beech Street Interceptor. These interceptors are routed to the City's wastewater treatment plant (WWTP) for treatment prior to discharge to the Columbia River (Kennewick 2006).

Vista Field is connected to City sewer located in Grandridge Boulevard (JUB 2011). Flows from this area ultimately discharge to the SR 240 and Canal Drive interceptors. The northeast area and the east end of Vista Field drain to the Kellogg Street main. These flows ultimately discharge to the SR 240 and Canal Drive interceptors, as well (Pat Everham, personal communication, November 26, 2012). As stated above, all flows from Vista Field drain ultimately to the Columbia Drive interceptor and then to the City's WWTP.

The 2006 Sewer Plan analyzed the City's existing sewer infrastructure within the context of projected future flows and treatment needs through a planning year of 2025. These future flows and treatment needs were based on known areas of prioritized development within the City's current and future service areas (e.g., Southridge) as identified by zoning in the City's then 2004 Comprehensive Land Use Map. Although the Sewer Plan did not focus on Vista Field specifically, at the time of the Sewer Plan's publication, the Vista Field project area was zoned industrial and therefore any projected capacity needs were associated with that zoning designation.

The 2006 Sewer Plan states that "[i]n general, the existing [sewer] lines appear to adequately serve the area and are report to be in fair to good condition". The Sewer Plan does however identify several areas of infrastructure that will need to upgraded or expanded in the future to accommodate future growth of the Kennewick sewer service area. Most of collection system upgrades were needed to handle increased projected flows over time, while upgrades to the City's WWTP were projected to be driven by its ability to treat biological oxygen demand (BOD) – a measure of the amount of organic waste concentration in wastewater.

As with water planning, sewer planning also uses ERUs. For sewer an ERU is equivalent to the average amount of wastewater generated by a single family residence in gallons over the period of one year. ERUs are useful to project wastewater treatment needs for a community when reasonable assumptions can be made regarding the anticipated land use. For the alternatives considered here, ERUs and daily demand were calculated in accordance with the 2006 City of Kennewick Sewer System Plan (Sewer Plan). For residential uses a value of 195 gpd/ERU was used. For commercial and industrial uses, square footage estimates were used with 0.014 gpd/SF and 0.009 gpd/SF for those two uses respectively. Retail and commercial uses were assumed to be relatively equivalent for the purposes of this analysis. Because the 2006 Sewer Plan also identifies BOD as a driver for WWTP upgrades as early as 2018, BOD loading values were calculated, also. Projected wastewater flows and BOD loading associated with the alternatives are shown in Table 3 and discussed in the subsequent Environmental Consequences section below.

Table 3. Vista Field Projected Wastewater Flows

Alternative	New ERUs	New Daily Flows ^a	New BOD Loading ^b
Alternative 1	13.0	0.003 MGD	3.2 lb/day
Alternative 2	1,471.0	0.287 MGD	557.0 lb/day
Alternative 3	0.0	0.0 MG	0.0 lb/day

Notes:

- a Annual demand calculated based on average per capita use from 2006 Sewer System Plan: Residential – 195 gpd/ERU, Commercial – 0.014 gpd/SF, Industrial – 0.009 gpd/SF. Commercial and retail assumed to be equivalent.
- b BOD loading based on 0.39 lb/day per residential ERU, and 0.01 lb/day/1000 SF for commercial and industrial uses based on modification of values in Table 2-7 of the 2006 Sewer System plan. Commercial and retail assumed to be equivalent.

Environmental Consequences

Alternative 1: Enhancement Alternative

Construction Impacts

During the construction phase, no impacts to wastewater treatment are anticipated. Installation and connection of new lines will be performed in accordance with appropriate Ecology regulations and standards, as well as appropriate City code.

Operational Impacts

Under the Enhancement Alternative, new wastewater infrastructure will primarily be needed at Vista Field to accommodate a new FBO building and Visitor Center and for the addition of office, retail and light industrial uses. The executive and mixed –use hangars are anticipated to be able to accommodate office and some mixed uses (e.g., commercial). The proposed new T-hangars will not have indoor plumbing and will not contribute to new wastewater flows.

As shown in Table 3 above, the Enhancement Alternative is estimated to add up to 13 new sewer ERUs to the City’s service area. This is greater than the No Action Alternative’s estimated existing ERU calculation of 0.34, which is derived primarily from the FBO building. Under the Enhancement Alternative, flows equivalent to 13 ERUs would add approximately 2,600 GPD (0.0026 MGD) to the City’s wastewater treatment system. The City’s 2006 Sewer Plan projected wastewater flows only through 2025, which are projected to be 8.45 MGD. Using that number, the added flows would only contribute 0.03 percent of the 2025 project flows. Although the City has no projected flows for the Enhancement Alternative’s buildout date of 2035, it is likely that those flows would be higher than 2025 flows so the wastewater flow contributions to the overall City wastewater flows under the Enhancement Alternative would likely be even smaller. Added BOD loading from Alternative 1 is estimated to be approximately 3.2 lb/day.

Cumulative Impacts

Although the Enhancement Alternative is not included in the City’s Sewer Plan Plan, based on the small number of ERUs associated with this alternative and commensurately low flow and BOD loading volumes, it is unlikely that it would contribute to any significant cumulative impacts to the City’s wastewater treatment system.

Mitigation Measures

Additional wastewater infrastructure needs at Vista Field under the Enhancement Alternative would be coordinated and permitted through the City of Kennewick. Design, installation and connection of new lines will be performed in accordance with appropriate Ecology regulations and standards, as well as appropriate City code.

Alternative 2: Redevelopment Alternative

Construction Impacts

During the construction phase, no impacts to wastewater treatment are anticipated. Installation and connection of new lines will be performed in accordance with appropriate Ecology regulations and standards, as well as appropriate City code.

Operational Impacts

Under the Redevelopment Alternative, new wastewater infrastructure will be needed at the former Vista Field site to accommodate the addition of new residential, office, retail and light industrial uses. As shown in Table 3, the Redevelopment Alternative is estimated to add up to 1,471 new sewer ERUs to the City's service area. This is greater than the No Action Alternative's estimated existing ERU calculation of 0.34 or Alternative 1's estimated 13 ERUs. Under the Redevelopment Alternative, flows equivalent to 1,471 ERUs would add approximately 0.287 MGD to the City's wastewater treatment system. The City's 2006 Sewer Plan projected wastewater flows only through 2025, which are estimated to be 8.45 MGD. Using that number, the added flows would contribute 3.4% of the 2025 project flows. Although the City has no projected flows for the Redevelopment Alternative's buildout date of 2035, it is likely that those flows would be higher than 2025 flows so the wastewater flow contributions to the overall City wastewater flows under the Redevelopment Alternative would likely be somewhat smaller but still significant. Added BOD loading from Alternative 2 is estimated to be approximately 557 lb/day, largely due to the presence of residential uses under this alternative.

Cumulative Impacts

As with the Enhancement Alternative, the Redevelopment Alternative is not included in the City's Sewer System Plan. However, the addition of up to 1,471 ERUs and related flows and BOD loading in conjunction with other development ongoing in Kennewick (e.g., Southridge) would have unplanned for cumulative impacts on the City's collection system and wastewater treatment capacities.

Mitigation Measures

Several mitigation measures could be performed at the project level to properly analyze and mitigate for potential impacts to the City's sewer system.

- Conduct an accurate analysis of impacts to City sewer system based on actual project level data.
- Coordinate with the City to include added wastewater flows and loading into the City's Sewer System Plan.
- Incorporate water conservation measures such as low-flow showers and toilets to reduce flow volumes to the collection system and WWTP.

Alternative 3: No Action Alternative

No new sewer impacts would occur under the No Action Alternative.

STORMWATER

Affected Environment

Regulations

Stormwater is regulated in the state of Washington primarily by the Department of Ecology, which has primacy from the Environmental Protection Agency to enforce the pertinent sections of the Clean Water Act (CWA) related to discharges of contaminants to surface and groundwater, including stormwater; enforcement of these rules falls primarily under the National Pollutant Discharge Elimination System (NPDES). Ecology also regulates underground injection control (UIC) systems in Washington, which are regulated under the Safe Drinking Water Act. Additionally, Ecology regulates stormwater in accordance with rules and regulations under the Revised Code of Washington. Ecology issues the Stormwater Management Manual for Eastern Washington (2004 Stormwater Manual) that provides guidance for stormwater design and management in Eastern Washington.

At the City level, the City of Kennewick operates under a NPDES Phase II Municipal Stormwater Permit (Phase II Permit), which has specific requirements for many different stormwater elements that the City must meet. The City's authority related to various aspects of stormwater management is codified in Kennewick Municipal Code (KMC) under Titles 14, 15, and 18.

Stormwater Treatment

According to the City of Kennewick's 2007 Comprehensive Stormwater Plan (Stormwater Plan), Vista Field lies within the Vista Field Drainage Basin for stormwater. All stormwater in the basin is assumed to infiltrate primarily via dry wells located throughout the area. Although no surface water runoff from the basin to other basins occurs, it is believed that groundwater in the area, at more than 100 feet below ground surface, is connected hydrologically to the Columbia River, which is approximately 0.75 miles to the north of the site (Meiller and Simmler 2007). These dry wells are regulated by Department of Ecology as Class V UICs. More in-depth information regarding soils and water resources present in the area can be found in their respective technical memoranda.

Table 4. Vista Field Impervious Surfaces

Alternative	PGIS ^a (Acres)	Non-PGIS ^b (Acres)	Total Impervious (Acres)
Alternative 1	51.3	10.3	61.6
Alternative 2	48.2	46.1	94.3
Alternative 3	36.7	1.3	38

Notes:

a PGIS – Pollution Generating Impervious Surface (roadways, parking lots, some metal roofs)

b Non-PGIS – Non-pollution Generating Impervious Surface (sidewalks, buildings and most roof systems)

Environmental Consequences

Alternative 1: Enhancement Alternative

Construction Impacts

Impacts to surface water quantity and quality could occur during construction of Alternative 1. During the construction phase, potential stormwater impacts to surface water would likely be in the form of sediment runoff from the grading and development inside the study area. However, due to the relatively flat topography and arid climate of the area, these impacts are not anticipated to be significant.

Operational Impacts

Under the Enhancement Alternative, construction at Vista Field will be conducted to accommodate a new FBO and Visitor Center and for the addition of office, retail and light industrial uses. The executive and mixed –use hangars are anticipated to be able to accommodate office and some mixed uses (e.g., commercial). As shown in Table 4 above, the Enhancement Alternative is estimated to yield up to 61.6 acres of impervious surface, including 51.3 acres of pollution generating impervious surface (PGIS) and 10.3 acres of non-PGIS. This is an increase over the No Action Alternative’s estimated total impervious surface of approximately 38 acres of which 36.7 is PGIS and approximately 1.3 acres is non-PGIS.

The largest impacts from increased amounts of impervious surface cover at Vista Field include less infiltration of stormwater to groundwater. Additionally, new development within the study area could increase the amount of contaminants in stormwater as a result of new commercial and industrial uses in the area.

Cumulative Impacts

Given the use of dry wells in the City as the primary disposal method for stormwater, Alternative 1 along with other adjacent uses in the area could have a cumulative impact on stormwater-related contamination of groundwater.

Mitigation Measures

To mitigate for stormwater impacts, development related to Alternative 1 will be done in accordance with the 2004 Stormwater Management Manual. The recommended stormwater treatment facilities and BMPs will be used to address stormwater impacts during all phases of development. Additionally, low impact development techniques could be used to reduce impacts. These include use of native vegetation and porous pavements. Because ground disturbing impacts will likely be greater than 1 acre in size, a NPDES Stormwater Construction Permit may be required by Ecology. If this permit is required, all construction activities will be conducted in accordance with the permit.

Alternative 2: Redevelopment Alternative

Construction Impacts

Impacts to surface water quantity and quality could occur during construction of Alternative 2. During the construction phase, potential stormwater impacts to surface water would likely be in the form of sediment runoff from the grading and development. However, due to the relatively flat topography and arid climate of the area, these impacts are not anticipated to be significant.

Operational Impacts

Under the Redevelopment Alternative, redevelopment will include the addition of new residential, office, retail and light industrial uses. As shown in Table 4 above, the Redevelopment Alternative is estimated to yield up to 94.3 acres of impervious surface, including 48.2 acres of PGIS and 46.1 acres of non-PGIS. This is an increase over the No Action Alternative's estimated total impervious surface of approximately 38 acres of which 36.7 is PGIS and approximately 1.3 acres is non-PGIS. While the Redevelopment Alternative has greater amounts of overall impervious surface and non-PGIS than the Enhancement Alternative, it does have slightly less PGIS. Additionally, the presence of more commercial and industrial uses in this alternative than in the other two, gives in a higher potential for possible stormwater contamination associated with these types of uses.

Cumulative Impacts

As with the Enhancement Alternative, the Redevelopment Alternative, because of the use of dry wells in the City as the primary disposal method for stormwater, Alternative 1 along with other adjacent uses in the area could have a cumulative impact on stormwater-related contamination of groundwater.

Mitigation Measures

To mitigate for stormwater impacts, redevelopment related to Alternative 2 will be done in accordance with the 2004 Stormwater Management Manual. The recommended stormwater treatment facilities and BMPs will be used to address stormwater impacts during all phases of development. Additionally, low impact development techniques could be used to reduce impacts. These include use of native vegetation and porous pavements. Because ground disturbing impacts will likely be greater than 1 acre in size, a NPDES Stormwater Construction Permit may be required by Ecology. If this permit is required, all construction activities will be conducted in accordance with the permit.

Alternative 3: No Action Alternative

No new stormwater impacts would occur under the No Action Alternative.

REFERENCES

JUB 2011. JUB Engineers, Inc., Port of Kennewick Vista Field Master Plan 2011.

Kennewick 2006. City of Kennewick Sewer System Plan.

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TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Sara Morrissey (Planner), Derek Chisholm (Senior Planner), Shane Phelps (Senior Planner)
Subject: Visual Quality and Aesthetics Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This memorandum assesses the potential for changes (impacts) to visual and aesthetics quality of the Vista Field study area and surrounding properties. It is critically important to assess the visual impacts as they have been shown to have subsequent impacts on livability, land values, lease and vacancy rates. The purpose of this memorandum is to address the potential for visual and aesthetic effects at a planning level, and identify any needed mitigation. Local review of the design of any new buildings and parks would be more detailed than any assessment that can be completed during the development of alternatives. It is anticipated that project specific visual and aesthetic details will be addressed during development review including tallest height of any proposed structure(s); principal exterior building material(s) proposed; and a more concise description of views in the immediate vicinity would be altered or obstructed.

METHODS

This visual quality and aesthetics assessment is based on the synthesis of a set of broad criteria that include the overall degree of visual change, visual experiences of specific viewer groups, character and quality of the area, scale and contrast between elements in the area, and other factors.

The Federal Highway Administration (FHWA) has provided a simple means of assessing visual change, and this method has been considered and modified for the Kennewick Vista Field Alternatives Study. The FHWA methodology has become an accepted framework for describing and analyzing a linear project's visual effects and for developing the social and physical contexts for visual impact analyses. The methods for this analysis have also been based on the SEPA evaluation of aesthetics, light and glare.

The following assessment generally followed these steps:

1. Establish the project's visual limits (viewshed).
2. Determine who has views of and from the project (viewers) using project maps and reviewing relevant planning documents and determine the viewer sensitivity.
3. Describe and assess the existing built and natural environments (existing conditions or affected environment).
4. Describe the likely changes in visual quality that would result from the proposed alternatives.
5. If necessary, recommend mitigating measures to protect, restore, or enhance the visual quality.

Views are what can be experienced from the project area and what can be seen of the project area from the surrounding areas. Views are defined by geography and built and natural features, and are described or assessed from a given vantage point, called the viewpoint. Viewers are the people who have views of or from the project. Viewers are discussed in terms of general categories of activities, such as residents, shoppers, aviators, nearby residents and in terms of their sensitivity to views. Viewers see the view from different perspectives, based on their location in the landscape. Their view may be from an inferior (lower), level, or superior (higher) location. Some views are actual and some are topographic, meaning that the views are currently blocked by development, trees, etc.

The analysis area for visual quality assessment is the “viewshed.” A viewshed is the aggregate landscape that can be seen from anywhere within the project area, and that has views of the project area. The assessment for this project has considered the actual viewshed and the topographic viewshed (which includes what could be seen if the landscape had no cover of vegetation or human elements).

Visual Quality

Visual quality is the assigned value of the visual experience. Each viewpoint will be assessed using the Visual Quality Criteria Rating Scale and Visual Analysis Matrix. The assessment assigns a value to the following criteria: vividness, intactness, and unity that describe the quality of the existing conditions and the likely future conditions if the project is built. Each criteria area rated from being very low to being very high. Definitions of each criterion are as follows: the memorability or distinctiveness of the landscape (vividness), the degree to which the landscape is a harmonious mix of elements (unity), and the degree to which the landscape is free of unsightly features or elements that do not fit with the overall landscape (intactness).

Vividness

Low vividness indicates a landscape that is mundane or non-descript. Moderate vividness indicates the presence of some features that have striking and attractive attributes such as textures, colors, shapes, or sizes. High vividness indicates the presence of a dominant feature or a collection of features that is distinctive and very memorable.

Unity

Low unity indicates that the manmade features of a landscape were placed and built without sensitivity to the natural setting. Moderate unity indicates that manmade features are somewhat responsive to the natural setting. High unity indicates that the natural and built components of a landscape are in balance and harmony with each other. High unity attests to the careful design of individual components and their relationship in the landscape.

Intactness

Low intactness indicates that the integrity of the landscape is greatly reduced, either by the loss of large portions of the landscape from the view or the prevalence of incompatible structures. The incompatibility can be due to conflicting scales, colors, or purposes, among others. Moderate intactness indicates the presence of some features that are not compatible with the existing landscape, or a loss of part of the landscape. High intactness indicates that the landscape is still basically in one piece because it is not broken up by features that are out of place. An unbroken expanse of native prairie vegetation would have high intactness.

Viewer Response and Exposure

Viewer response is the reaction of the viewer. It is a combination of viewer exposure and sensitivity to the view. Viewer exposure considers the combined effects of the physical location of viewer groups, the number of people exposed to a view, and the duration of their view. It includes both users of the transportation facility (including

transit, roadways, pedestrian and bike ways) as well as people in the surrounding area. Sensitivity is the degree to which a viewer expects a particular visual character and the extent to which that character is important to the viewer. It considers the combined effect of the activities a viewer is engaged in, the visual context, and the values, expectations, and interests of a group or person involved in a particular activity or context.

Identified Viewpoints

Specific viewpoints have been selected for their existing relationship with the project site and their varied use (See Figure 1). These viewpoints also encapsulate a varied mix of viewer types that range from residents to pilots to event attendees. All of the selected viewpoints are within a quarter mile of the project site and many have unobstructed existing views of the site. These viewpoints were selected to provide a thorough assessment from areas surrounding the airfield. Viewpoints from the neighborhoods to the south and north were considered, but determined to have such a low level of visual access to the site, that further evaluation was not warranted. It should also be noted that many of the viewpoints in the area currently include aircraft taking off and landing at Vista Field, including any impacts to visual quality (including light and glare) associated with these aircraft.

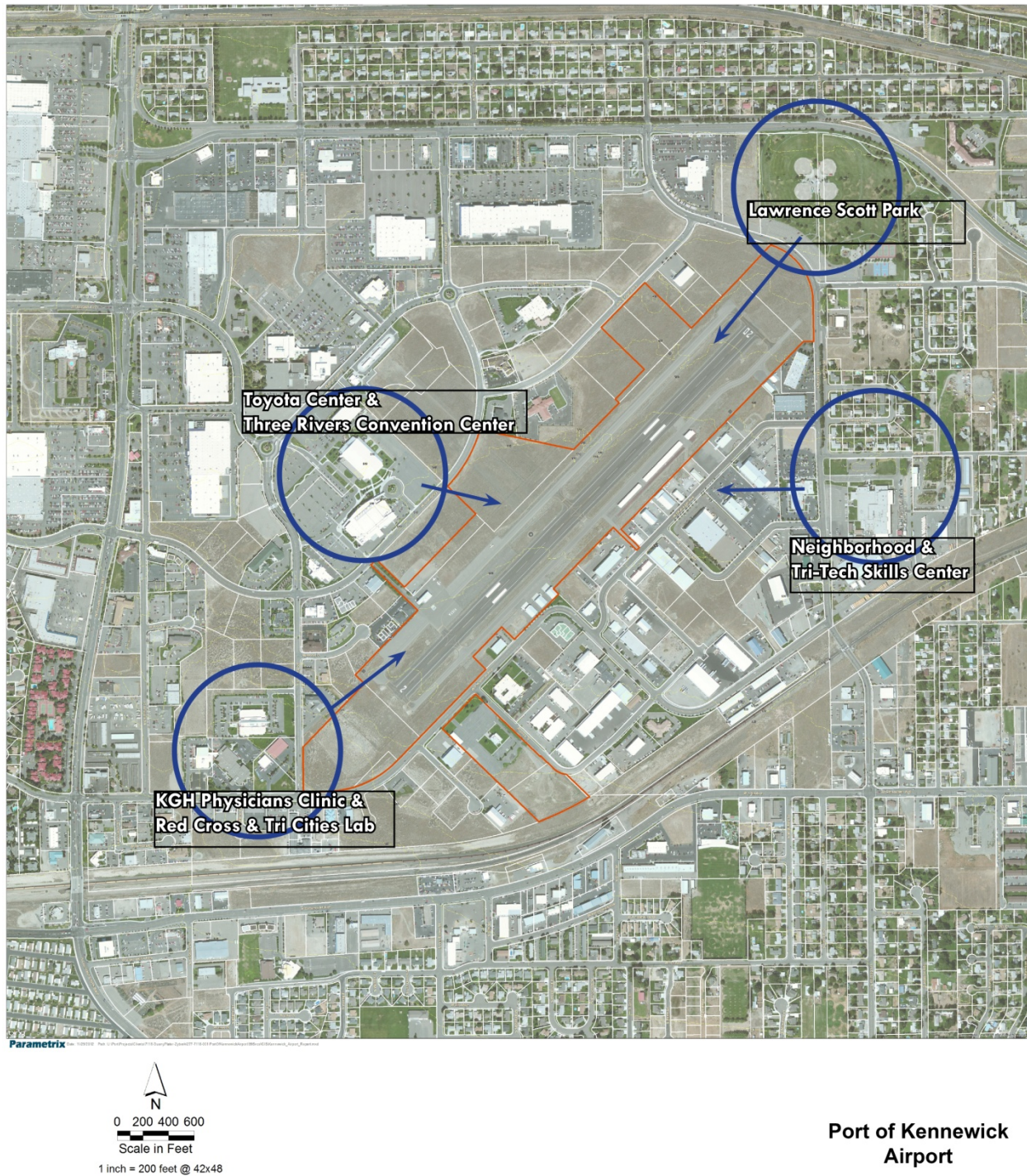


Figure 1. Identified Viewpoints of the Project Site at the Port of Kennewick Airport

Views from Lawrence Scott Park

- Park users have high visual exposure and sensitivity to the project site. Being a park, persons may experience these views frequently, and for longer durations than elsewhere around the site.

Views from Toyota Center & Three Rivers Convention Center

- The existing large sports arena and convention center had over 500,000 visitors in 2011. Event attendees have a low visual exposure and sensitivity to the project site. Though attendees may be at this location for a full day or a series of days, much of this time would be spent focused on the convention center event, and without visual access of the project site.

Views from North Kellogg Street/Neighborhood along West Okanogan Loop and Tri-Tech Skills Center

- Closest residential area to the project site and multiple office complexes. Residents have a high sensitivity but low visual exposure due to existing buildings that obscure the view of the project site. Office workers have a relatively high visual exposure to the site from office windows but only an average level of sensitivity.

Views from KGH Physician Clinic/American Red Cross/Tri Cities Laboratory

- Office buildings in close proximity to the project site with large employment numbers. Office workers have a relatively high visual exposure to the site, especially in elevated office floors but an average level of sensitivity.

Views from the Site

- Views that can be experienced from the existing site. Views from the site are high in visual exposure and moderate in visual sensitivity. This group of viewers includes airport staff, pilots and passengers. Although not indicated on Figure 1, these views can reasonably be anticipated to occur from any point on site looking in any direction.

Views from an Airplane

- The project site is unique in visual quality as it presents the user with a less conventional viewpoint, which is that of the site from an aerial perspective. Pilots and passengers have a high level of sensitivity of the project site. The views are not indicated in Figure 1 as they are generalized views and are not evaluated from set viewpoints within the site.

Affected Environment

Vista Field

Vista Field is currently designated a Public Facility Zone District, with Commercial designated lands immediately to the west and north and industrially zoned lands designated to the south and east. Most of the lots on the site are vacant and developed lots have low profile structures. The elevation of the area is low compared to its surrounding with little variation in topography. The existing site presents very low vividness as it has desert vegetation, low building height, and neutral building colors which present a landscape that is mundane and non-descript. Natural plant life follows high desert landscape types such as dry grasses, low shrubs and minimal tree coverage. Low groundcover carries views for long distances. There is low unity in building placement as building location was dictated by airport design and requirements instead of landscape features. However, intactness on the site is high as there is an unbroken expanse of native desert vegetation as well as the presence of structures that are compatible in scale, color and purpose. As there is little variation in the landscape regarding foliage, there is little variation in the visible aesthetics throughout the seasons related to vegetation.

The airport elevation (highest point on the runway) is 531 feet at the south end. The surrounding terrain is relatively flat, sloping down slightly at just over 1% towards the north. There are relatively few topographic features in the Tri-Cities area, however there are elevation gains of 300 feet up to 1,000 feet within a few miles to

the west and south including Badger Mountain and other portions of the Horse Heaven Hills. Additionally, due to the site's flat terrain and lack of tall buildings, the viewshed extends little beyond the surrounding properties.

The visually dominant features on site are the hangars and Fixed Base Operator (FBO) building. While the runway is the largest feature on site in regards to the area it covers, its low profile only allows it to be fully visible from a superior or aerial perspective. In the northwest corner of the site is the FBO building. It combines 4,756 square feet of 2 story office/FBO space (2,378 each floor) with a 2,390 square foot maintenance hangar. It is of mixed construction - the west and south facing walls are non-insulated CMU block. The hangar and west-facing wall of office space has metal construction with metal siding. The building has a flat roof. The HVAC system has the chillers placed in the parking lot visible to the public. Vehicle parking is provided behind and to the west of the FBO building in a surface parking lot located 400 feet from Grandridge Boulevard and provides for 30 vehicles.

The fuel dispensing pumps are located within the Object Free Area near the FBO building. The fuel system is comprised of two single-walled steel, asphalt-coated underground tanks (6,000 and 12,000 gallons), with dispensers. The dispensing pumps are small in stature and not highly visible.

Airport buildings and hangars are currently concentrated on the southeast side of the airport, with three (3) large box hangars in the central area that are perpendicular to the runway. These buildings are built out of metal siding with a metal roof. There are also twenty-two (22) T-hangars on the southeast side that are situated side by side and parallel to the runway. All of the buildings are visibly evident on the site as the low topography and low density enhance the visibility of any existing buildings.

To the east of the T-hangars, are old steel plates that may have historical significance. These plates were used by the Navy as a runway for training, replicating the length of an aircraft carrier. These plates are largely flush with the ground surface and have low visibility from the ground due to their low profiles. Another site feature with low visibility is the main runway which is equipped with guidance signing and standard elevated Medium Intensity Runway Lighting (MIRL). The taxiways are unlighted but have reflectors to assist pilots once on the ground. The runway is only visible from elevated locations, including second stories of buildings and the aerial view from a plane. Signs are provided that provide direction to pilots.

A 6-foot grey chain link perimeter fence has been installed around Vista Field to provide security. The fence separates the airport proper from adjacent land including undeveloped Port property along the west side of the airport. The tightly knit galvanized metal chain link is visible from close proximity and contrasts with the natural landscape. A gate with keypad entry is provided near the former FBO building. Automobile gates, also with keypad entry, are provided near the former FBO building, as well as on the east side off Okanogan Avenue near the south end of the existing T-hangars.

The visual character to the south, west and northwest of the project site is defined by low density urban development with larger-scale buildings that are primarily commercial and office spaces. To the northwest are two major entertainment venues, the 75,000 square-foot Three Rivers Convention Center and 6,000-seat Toyota Center Arena. The developments in this area are adjacent to large surface parking lots and have little landscaping or vegetation. Arid climate leads to low shrub ground cover of desert plants with a neutral and brown color palate. Views towards the project site from these large scale developments are unobstructed due to the lack of tree coverage and low topography in the area. It should be noted that this area is known as the "Three Rivers Entertainment District" as identified in the Three Rivers Entertainment District Plan (2011) and City of Kennewick's Economic Development Marketing Plan. The entertainment district vision includes the development of a 200 room hotel, 60,000 square foot expansion of the existing convention center, a new auditorium, a 12,000 seat arena and a 2,500 seat performing arts center. This expansion would require the acquisition of surrounding land, some of which could come from Vista Field.

The roadways adjacent to the project site are two lanes with bicycle and pedestrian amenities. To the northeast of the project site is a fairly urban residential neighborhood with traditional main streets and pedestrian amenities including sidewalks and crosswalks. The north boundary is also adjacent to a large neighborhood park that provides multiple recreational amenities. The visually dominant feature in the park is the full green foliage of the trees and the green grass, which sharply contrasts with the desert landscape. Park users have high expectations for good views and have unobstructed views of the project site from the public walking trails at the southern edge of the park.

Below is a detailed description of the existing views analyzed in this memorandum. A summary of existing visual quality conditions is located in Table 1 below.

Views from Lawrence Scott Park

The viewer exposure and sensitivity from the Lawrence Scott Park are considered to be high. Whether passively enjoying the park, jogging on the recreation paths or participating in a ball game, the viewers are likely to have a somewhat long stay in this park, and have high expectations for good views. Lawrence Scott Park, a 26-acre site, lies to the northeast of the project site. Existing views are primarily of airplanes taking off and landing. While the view corridor from the park onto the project site is currently unobstructed, vividness is low as the views are primarily of empty lots and a low profile runway. Unity is low as the existing structures are sparse with little relationship to the landscape. However intactness is high with large expanses of undisturbed open space.

View from Toyota Center and Three Rivers Convention Center

The Toyota Center and Three Rivers Convention Center are located to the northwest of the project site. These buildings are known as the landmarks of the Three Rivers Entertainment District for the City of Kennewick and future plans aim to increase their capacity, size and amenities. The majority of attendees drive to the sites which results in expansive parking lots surrounding both buildings. While the view of the airport is clear and direct, the views have low vividness as vacant lots compose the majority of the viewshed. The FBO building is also in the view corridor but its low profile and non-descript architectural features do not make it a focal point. Unity of the site is average as this viewpoint provides a clearer relationship between the existing structures and the airport function. Intactness is also average as the buildings within this view corridor reduce open space. It is unlikely that a visitor to the Toyota Center or Three Rivers Convention Center would want to take a photo with the airport in the background.

Views from North Kellogg Street/Neighborhood along West Okanogan Loop and Tri-Tech Skills Center

A small grouping of single residence homes along W Okanogan Loop and the Tri-Tech Skills Center are located to the southeast of the project site. These sites have an obstructed view of the airport as large industrial buildings and office complexes block the direct view corridors. Views from this viewpoint are low in vividness and average in unity and intactness due to the visible elements on site.

Views from KGH Physician Clinic/American Red Cross/Tri Cities Laboratory

The KGH Clinic, Red Cross and Tri Cities Lab are located to the southwest of the project site. These buildings have a clear and unobstructed view of the airport runway. Many of these office buildings are two or three stories tall which increases the visibility of the project site. However, the low profile of the runway allows for a wide open view across the site leading into the distance. There is a little vividness to this view and no visual points of interest. The neutral tones on the site and low building density provide low levels of vividness for office workers. Unity is average as the superior viewpoints from upper stories in the office buildings provide a wider viewshed of the airport and it is possible to note the relationship between the buildings and the runway. Intactness remains high as there is large expanse of open space from this viewpoint.

Views from an Airplane

Views from airplanes are typically visually rewarding as a viewer's site distance increases exponentially and topography does not obstruct views. At Vista Field the airplane views hold the highest visual quality on the existing site. However, even these views are low in vividness as the majority of the land use is vacant, or large box retail or office buildings with expansive parking lots. However, seeing the site from a superior viewpoint provides an improved unity as it is possible to visually understand the relationship between the buildings and the airport features, including the tarmac. Intactness from the aerial view is average as there appears to be less open space once the expanse of the tarmac is visually evident. The more interesting views from an airplane are north of the project site where neighborhoods provide points of visual interest and a river comes into view.

Views from the Site

The project site is surrounded by a street network, vacant undeveloped lots and low profile buildings that are often adjacent to large surface parking lots. Views from the site are mainly unobstructed due to low building density, low vegetation cover and flat topography. Views from the site are primarily of office buildings, commercial buildings or large surface parking lots. There are also views of the residential areas north and south of the site. Large swaths of undeveloped land and existing structures void of architectural detail or ornamental features contribute to a lack of vividness from the project site. Unity and intactness are also low as the relationship between the buildings is not evident or complementary. In fact, many buildings are merely simple frames with metal siding and have not been designed for the site. The architecture of the Convention Center is more rewarding to the viewer, though the buildings do not face the airport site.

Open space is present but primarily paved asphalt.

Table 1. Summary of Existing Visual Quality Conditions for Selected Viewpoints

Visual Quality Criteria	From Lawrence Scott Park	From Toyota Center / Three Rivers Convention Center	From North Kellogg Street/Neighborhood along West Okanogan Loop /Tri-Tech Skills Center	From KGH Physician Clinic/American Red Cross/Tri Cities Laboratory	From Airplane	From Site
Vividness	Low	Low	Low	Low	Low	Low
Unity	Low	Average	Average	Average	Average	Low
Intactness	High	Average	Average	High	Average	Low

ENVIRONMENTAL CONSEQUENCES

Alternative 1: Enhancement Alternative

Construction Impacts

The construction impacts in regards to visual quality will be temporary in nature. Construction-related activities would temporarily affect nearby residents, businesses, and airport users. It can be assumed that the Enhancement Alternative will have minimal construction impacts on outside users as the majority of the enhancements will take place near the center of the project site. Additional building construction primarily consists of new hangars on the northeast and southwest section of the site. Potential temporary effects include:

- Temporary lighting used for nighttime construction and the associated light and glare from this lighting.
- Loss of vegetation and exposure to soils due to clearing and grading operations. While existing vegetation is not vibrant in color, its removal will cause soil exposure and a change in color variation.
- Detours, traffic control devices or lane shifts would require greater driver attention and may distract motorists.
- Changing visual conditions resulting from potential runway closures or delays.
- Temporary clutter may appear in some foreground and background views because of the presence of construction activities, equipment, stored materials and general disruption of vegetation with fencing, equipment, vehicles and lighting.

Operational Impacts

Views from Lawrence Scott Park

Viewers from Lawrence Scott Park will maintain unobstructed views of the runway tarmac. However, new landscaping will improve vividness of the site and the potential addition of walking trails may enhance the recreational activities in the area. An activated edge and new streets may enhance the adjacent streetscape with improved sidewalks, street trees and light fixtures and improve the pedestrian experience in the area. Unity between the landscape and the manmade features of the site will increase with the addition of natural landscaping and public art. The hangars will be constructed in visual balance with the existing airport layout, structures and orientation. Intactness will not change as the buildings that are being constructed will complement the use for the site.

Views from Toyota Center and Three Rivers Convention Center

Event attendees will have an enhanced view of the project site, primarily due to the addition of the iconic terminal/FBO. This building will be visually stimulating due to ornamental detailing and attractive design and will provide a focal point and positive visual experience for these viewers. The construction of this building will greatly improve the vividness from this location. Additional hangar construction may impact the view corridor onto the tarmac and improve the unity between proposed and existing buildings on the site. Improved landscaping will also increase unity overall. As these proposed buildings are complementary to the existing structures, intactness will not be affected. An activated edge and new streets may enhance the adjacent streetscape with improved sidewalks, street trees and light fixtures to improve the pedestrian experience around the site. This

framework will also improve the connection and unity of the streetscape between the site and the Entertainment District.

Views from North Kellogg Street/Neighborhood along West Okanogan Loop and Tri-Tech Skills Center

Views to the project site will continue to be obstructed by existing industrial and office buildings and be further compromised by proposed hangar construction. The hangars and additional buildings have the potential to enhance the neighborhood's livability especially as land uses are mixed and additional commercial or office space is integrated with the airport uses. Construction for these other uses tends to include enhanced design treatments. The vividness of the site will improve with the addition of new landscaping which will be visible from the second or third story of office buildings from this viewpoint. New hangar construction may be visible in the distance from the northern homes in the neighborhood, increasing unity between the existing and new structures on the site. Intactness of the site will not change because the additional structures that are decreasing open space will simultaneously complement the existing hangars.

Views from KGH Physician Clinic/American Red Cross/Tri Cities Laboratory

Views from this southeast area will remain unobstructed. Viewers will continue to be able to directly view the runway tarmac and see planes land and take off. However, new landscaping will improve vividness of the site through the addition of artwork and landscaping elements. Instead of looking directly across a brown vacant lot onto the runway the viewers will look towards an enriched landscaped corridor towards the runway tarmac. New hangars will be visible on the southern end of the view corridor and will improve unity as they are compatible with the existing hangars and airport structures. These hangars will most likely be constructed out of metal siding that is coated or painted to minimize light and glare, have low roof lines and have a lack of ornamentation that will not add vividness to the landscape. The proposed hangars will reduce the natural landscaped area but simultaneously improve the compatibility of the structures on the site which will leave intactness unchanged.

Views from an Airplane

The visual quality of the site from an airplane will be enhanced with these improvements. The proposed vegetation will be the most visible addition to the site and provide green elements to the landscape and create visual dimensions to the site which will raise vividness. New hangars will also be highly visible from an aerial view and will help define the airport in the landscape which will enhance the unity between the buildings on the site and the airport features. While the proposed hangars are complementary uses to the airport they are expanding the airport's footprint and therefore off-set each other so intactness will remain unchanged.

Views from the Site

If the viewer is standing in the middle of the site the focal point will be at the new iconic terminal/FBO building. This building will be made attractive with intricate architectural details and construction materials and will create a sense of memorability for the viewers. This building feature, in addition to the new landscaping, will improve vividness of the site. Other views from the site to the perimeter may be partially obstructed by the addition of new hangars but will provide unity of the site and emphasize its use as an airport. If hangars are constructed of traditional material then it is unlikely that they will have a positive influence on the visual quality of the site. However the hangars will enhance unity between the existing and proposed buildings. Intactness will remain low as open space will decrease but the relationship between the buildings will improve. Views of the runway will only be visible at elevated locations but will be improved due to the new landscaping features and enhanced native vegetation that will add complexity and diversity to the site.

A summary of impacts to visual quality conditions from Alternative 1 is located in Table 2 below.

Table 2. Summary of Impacts to Selected Viewpoints from Alternative 1

Visual Quality Criteria	From Lawrence Scott Park	From Toyota Center / Three Rivers Convention Center	From North Kellogg Street/Neighborhood along West Okanogan Loop /Tri-Tech Skills Center	From KGH Physician Clinic/American Red Cross/Tri Cities Laboratory	From Airplane	From Site
Vividness	+	+	+	+	+	+
Unity	+	+	+	+	+	+
Intactness	NC	NC	NC	NC	NC	NC

+ Net increase in visual quality over existing conditions.

- Net decrease in visual quality over existing conditions.

NC No net change in visual quality over existing conditions.

Cumulative Impacts

Visual enhancements to the airport will most likely be dictated by the federal and state airport rules and regulations mentioned below. While the visual quality will be enhanced by the addition of an iconic terminal/FBO and improved landscaping, the site will continue to operate as an airport and will therefore be restricted in building heights and types of uses that can take place on site. The materials used to construct the hangars will dictate whether these buildings become vivid features or another low profile building devoid of ornamentation or architectural features. This alternative would continue previous trends with airport related development on the site and in immediately adjacent areas. Future development would also follow this trend, so long as the airfield remains operating. Building material and specifications will most likely follow typical hangar construction of metal siding and low and static rooflines. The iconic terminal/FBO may provide a memorable asset to the site and could influence the design of future development in the area.

As the airport will remain open and in operation, it is unclear how this alternative will function in alignment with future plans to develop the “Three Rivers Entertainment District”. This development, which is identified in the City of Kennewick 2011 Comprehensive Plan, Three Rivers Entertainment District Plan (2011) and City of Kennewick’s Economic Development Marketing Plan, aims to expand the existing entertainment district. This vision includes the development of a 200 room hotel, 60,000 square foot expansion of the existing convention center, a new auditorium, a 12,000 seat arena and a 2,500 seat performing arts center. This coordinated development has the potential to greatly heighten the vividness, unity and intactness of the immediate area with structures that have intriguing and memorable architectural and ornamental features as well as complementary landscaping. In addition, this future plan would need to be supported by concurrently developed mixed-use commercial, office uses and residential buildings in adjacent areas. It is unclear how this alternative would complement this future development. The Three Rivers Entertainment District will be highly vivid and provide visual memorability while the project site will continue to be low density and average vividness. The development needed to support the Entertainment District, such as restaurants, offices and retail, will most likely not occur on the project site and will need to be located elsewhere. Additionally, as a designated air space, accessibility through the project site is not likely and connectivity between the surrounding land uses will continue to be hindered.

Mitigation Measures

Visual and aesthetics analyses do not yield a simplified set of adverse effects and corresponding mitigation measures for each. In fact, changes from the existing conditions are sometimes perceived differently by different viewers, from different perspectives, etc. Moreover, the mitigation for certain visually adverse impacts is to differently design the new facilities, leading to mitigation that is actually integrated with the proposal itself.

The enhancement of the Vista Field airport should follow the policy direction provided in the City of Kennewick's Comprehensive Plan (2011). This plan acknowledges "urban design as an important tool for the community building and economic development processes". Furthermore, the City's Economic Development Strategic Plan, 2012-2016, declares tourism as one of 6 goals and quality of life as another. Both of these goals, and their supporting strategies, are linked to high quality design and the preservation and framing of important views. The Plan states, "The region's growth must be balanced with the need to maintain Kennewick's unique character." The designers of new building should consider approaches for improving the design, livability, and aesthetics of the site. Possible strategies include the identification of special places, view corridors, a consistent theme or standards for streetscapes (for benches, luminaries, trash receptacles, etc.)

Lighting choices should comply with Federal Aviation Administration (FAA) and Washington State Department of Transportation (WSDOT) Aviation Division standards for airport developments to reduce the amount of glare or light pollution for aviation pilots. Additional site lighting, once approved for airport use, should also adhere to the City of Kennewick's Outdoor Lighting Ordinance (KMC Chapter 18.76), which recommends the installation of full-cut off lighting to prevent light pollution. Lastly, using paints, glazing, finishes, and other treatments, new construction should minimize light and glare.

If the airport remains open, the enhancement elements will need to comply with the existing Public Facility Zone District that applies to the on-airport land area and much of the land immediately adjacent to the airport to the south and east. In addition, an "overlay" district or Airport Hazard Zoning (KMC Chapter 18.33) applies to the Part 77 navigable airspace imaginary surfaces. These additional development guidelines and requirements address airport height limitations, use restrictions, lighting and permits. The Airport Hazard Zoning ordinance is intended to prevent incompatible development within the airport's influence area. This zone regulates development features such as building height, tree plantings, and lighting, as well as electrical interference with airport communications. No structure shall be erected, altered or maintained, and no tree shall be allowed to grow, in any airspace zone to a height in excess of the applicable height limits established for such a zone. The Height Limitation Overlay Map is available from the City of Kennewick.

Mitigation for temporary, construction impacts should include shielding or covering outdoor storage areas, and wayfinding and clear construction-period signage. The construction equipment should be washed, as should driveways and sidewalks which may be covered in debris during construction.

Alternative 2: Redevelopment Alternative

Construction Impacts

The construction impacts in regards to visual quality will be temporary in nature. Construction-related activities, would temporarily affect nearby residents, event attendees, office workers and commercial businesses. The Redevelopment Alternative would permanently affect airport users as the airport use would be removed. Construction activities would be dependent on funding – whether the redevelopment occurs at one time or in phases. It can be assumed that the Redevelopment Alternative will have the construction impacts with the greatest intensity and duration. The full site will be fully redeveloped, including areas near the periphery of the site, closest to established developments. The amount of construction will impact the cumulative effects of construction. Potential temporary effects include:

- Temporary lighting used for nighttime construction and the associated light and glare from this lighting.
- Loss of vegetation. While existing vegetation is not vibrant in color, its removal will cause soil exposure and a change in color variation.
- Detours, traffic control devices or lane shifts would require greater driver attention and may distract motorists.
- Temporary clutter may appear in some foreground and background views because of the presence of construction activities, equipment, stored materials and general disruption of vegetation with fencing, equipment, vehicles and lighting.

Permanent Operational Impacts

Views from Lawrence Scott Park

The park will have direct views of the development that present a high level of vividness. A linear view corridor of greenspace will extend from the gateway feature at the south end of the Park to the south end of the redeveloped area. A mixture of multi-use buildings that hold retail and restaurant uses as well as residential complexes will frame this corridor and provide viewers with a natural landscape that is vivid and memorable. Building materials and architectural details will provide multiple focal points complexity to the visual experience. Park users will have the opportunity to view the redevelopment of a high density residential and mixed-use commercial district. While it will depend on how the redevelopment is executed it is likely that there will be high unity as the relationship between the natural and built components of the landscape will be balanced and in harmony. The built environment will complement the open space of the park and enhance the viewshed for park users by creating a rich urban fabric within the landscape. Based on the designs discussed during the public involvement process, the redevelopment is likely to be comprehensive which will provide high intactness as the redevelopment plan aims to feature elements that fit within the overall landscape and are complementary. An additional 8.98 acres of park space through the center of the redevelopment will supplement the existing Lawrence Scott Park and create a green feature through the corridor.

Views from Toyota Center and Three Rivers Convention Center

Viewers located at the Three Rivers Entertainment District will no longer view open space in the form of vacant lots but instead a vivid and dynamic urban landscape. The increase in density will greatly change the visual quality and aesthetics of the area. Connectivity between the Three Rivers Entertainment District and the redeveloped site will be enhanced and a gateway between the two sites can be created to provide a unique and distinct framework for this area of the city. Views of the redeveloped site will be high in vividness due to a variety of building types, a diversity of materials and architectural ornamentation. Various focal points will be created in this redevelopment and provide a visual experience for visitors of the Three Rivers Entertainment District. Unity will be high as the redevelopment will be constructed with the use of manmade features that balance and enhance the features found in the Entertainment District (expanded convention center, hotel and performing arts center). New buildings will continue to be relatively low in profile with a maximum height of three stories as to provide a unified scale for the surrounding existing developments. The increase in density, primarily in retail space and single and multi-family residential buildings, will lend to a high level of intactness between the Three Rivers Entertainment District and redevelopment. The redevelopment will complement the urban landscape with the use of appropriate materials and ornamentation.

Views from North Kellogg Street/Neighborhood along West Okanogan Loop and Tri-Tech Skills Center

Due to the low topography of the area and the existing building heights, the views to the redevelopment will continue to be partially obscured. However, increasing the density on the project site will present the potential for an improved vividness as home owners and building occupants will see a skyline framed by buildings of different

heights. The additional green space will present an opportunity for enhanced vividness over the existing landscaping which is currently a neutral color palette. Views to the project site from these neighborhoods may also be improved by increased street connectivity. Ornamental features and architectural details can enhance the visual quality of the project site and create unity between the existing structures and the proposed buildings. The redevelopment is highly sensitive to the landscape by including parks along a central corridor. Unity between the proposed buildings and this landscaped feature will be in balance and complementary. Residents of this area will also be more connected with the Three Rivers Entertainment District and the amenities from this redevelopment project. The dense urban form will complement the single family residential units that exist in these quadrants by providing additional housing options.

Views from KGH Physician Clinic/American Red Cross/Tri Cities Laboratory

The views from the office buildings will primarily be composed of park space that is bordered by dense urban development. High levels of street connectivity will connect these existing buildings to the proposed redevelopment and provide a gateway into the nearby Three Rivers Entertainment District. The urban development and improved streetscapes have the potential for high vividness, unity and intactness. The superior viewpoints from the office buildings will provide a mix of angles and elevation with which to view the redevelopment. The diversity of building composition and uses will contribute to an improved vividness while the complementary uses will enhance unity and intactness. The harmony between the buildings and open space will also improve intactness. The office workers will not only have a higher visual quality from their viewpoint, the increased mix of uses will provide them with access to additional amenities including retail, restaurants and park space.

Views from a Plane

With the closure of the airport this viewpoint will be greatly reduced or completely removed. As pilots will no longer be conducting flights from this airport this view will be relegated the future to pilots or passengers flying over the city on a through trip from another airport. Thus, the existing views will be displaced and lost for existing site users including pilots, airport staff and passengers.

Views from the Site

Views from the site to the surrounding area will only be visible from certain corridors. New buildings and a dense street network will obstruct existing view corridors. However, the vividness within the site itself will be high. Varied building material, architectural details, pedestrian scale development and ornamental facades will enhance the visual quality and aesthetics of the site. The redevelopment will create a positive visual experience for the viewer and create memorability. Depending on design standards the redevelopment can have high levels of unity and intactness. Buildings can be distinct and memorable with unique features and facades. Streetscapes should create a pedestrian friendly environment with appropriately scaled building heights and additional pedestrian street features such as public art, benches and landscaping with street trees to provide shade. This urban redevelopment will enhance the visual quality of the project site and become a focal point of the surrounding area. Most importantly, if the redevelopment of the site follows a comprehensive and collective plan then unity will be high when the redevelopment is complete. However, if the redevelopment is done in phases and a piece meal approach then the unity will most likely not be as high as there is a lower probability that the architectural features of the redevelopment will be complementary and in balance. Similarly, it is important that the redevelopment occur comprehensively in order to obtain a high level of intactness. This will ensure structures are compatible in regards to scale, purpose and colors while also complementary to the existing landscape. If the redevelopment is completed in a harmonizing and coordinated effort the redevelopment has the opportunity to achieve high levels of vividness, unity and intactness.

A summary of impacts to visual quality conditions from Alternative 1 is located in Table 3 below.

Table 3. Summary of Impacts to Selected Viewpoints from Alternative 2

Visual Quality Criteria	From Lawrence Scott Park	From Toyota Center / Three Rivers Convention Center	From North Kellogg Street/Neighborhood along West Okanogan Loop /Tri-Tech Skills Center	From KGH Physician Clinic/American Red Cross/Tri Cities Laboratory	From Airplane	From Site
Vividness	+	+	+	+	-	+
Unity	+	+	+	+	-	+
Intactness	+	+	+	+	-	+

+ Net increase in visual quality over existing conditions.

- Net decrease in visual quality over existing conditions.

NC No net change in visual quality over existing conditions.

Cumulative Impacts

While the Redevelopment Alternative has construction impacts with the greatest intensity and duration, the visual quality of the site in the long term will be greatly improved. Views to and from the site are enhanced by the improved vividness due to the redevelopment. Though the redevelopment is not yet fully designed it has the opportunity to create a striking and memorable visual experience. Redevelopment would be consistent with the City of Kennewick 2011 Comprehensive Plan's policy for the Three Rivers Entertainment District to "establish a defined business and entertainment center in the Vista Field/Three Rivers Convention Center" and to "market the Vista Field area as an innovative mixed-use development center".

This redevelopment, which will concentrate and intensify urban development, is therefore consistent with city policies and visions. Intensification of land use would occur consistent with adopted plans, policies and regulations. Redevelopment could include larger buildings, greater visual scale and a higher pedestrian orientation. Pedestrian scale development can bring activity to the area and expand the entertainment district to additional residential development, mixed use buildings and office complexes. Redevelopment of the airport will most likely incentivize redevelopment of the surrounding area which will provide additional elements that improve the visual quality of the area. Additionally, significant investment and redevelopment of the site under this alternative will influence the design of future development activity in the surrounding area. This alternative will substantially alter the trend of development from the past, both in land uses and design. Though no other development projects are known at this time, it is expected that the demand for different uses and the design of the related construction would be part of a cumulative impact, positively influencing the immediate and larger area.

Mitigation Measures

The City of Kennewick 2011 Comprehensive Plan states that urban design is a key component for a community's livability. The document also acknowledges "urban design as an importance tool for the community building and economic development processes" Furthermore, the City's Economic Development Strategic Plan, 2012-2016, declares tourism as one of 6 goals and quality of life as another. Both of these goals, and their supporting strategies, are linked to high quality design and the preservation and framing of important views. The Plan states "The region's growth must be balanced with the need to maintain Kennewick's unique character."

It is recommended that a view corridor between the existing entertainment district and redeveloped site be maintained to encourage connectivity between both sites and create a defined gateway towards the entertainment district. The addition of landscaping and greenspace, with the potential of a river walk, will provide a site with high vividness and an improved visual experience. The master plan for the redevelopment should provide a design aesthetic that obtains a high level of intactness and unity while also showcasing the unique character of Kennewick. The redevelopment aligns with the City of Kennewick's Comprehensive Plan of encouraging urban design to enhance livability and increase tourism in the area.

The unique character of the redevelopment should be explored during later planning and design processes. Housing typologies, building types, street lighting, park features, and other elements should be derived from and relate to the older parts of the City. A consistent theme or standards for streetscapes should be developed (for benches, luminaries, trash receptacles, etc.).

Residential buildings should follow the city's Residential Design Standards which address street lighting, streetscapes and fixtures. Additionally, the luminaires selected should be full-cut off lighting to prevent light pollution, particularly in the evening. Lighting should also be selected to reduce glare as to not distract drivers or people in adjacent buildings. All lighting features must be shielded to prevent stray upward light in order to comply with the City of Kennewick's Outdoor Lighting Ordinance (KMC Chapter 18.76).

The redevelopment should be planned to develop streetscapes and building ratios that have a comfortable, pedestrian scale. It is recommended that redevelopment provide a public "living room" framed by the wide sidewalks and nearby buildings. With a one to one ratio between sidewalk width and building height, the shoppers, employees and visitors to the area will likely feel comfortable traveling along the street and frequenting new businesses and destinations (see Figure 2 below). This design principal should be adhered to along the new 'boulevard'. In addition, these buildings should adopt a framework to enhance the visual experience for residents and visitors and compliment the natural landscape. Store front windows should be used frequently along with ornamental designs and fixtures to provide a visually rewarding experience to the pedestrian. Awnings shelter pedestrians from inclement weather and pedestrian scale luminaires continue to provide a vivid and memorable experience.

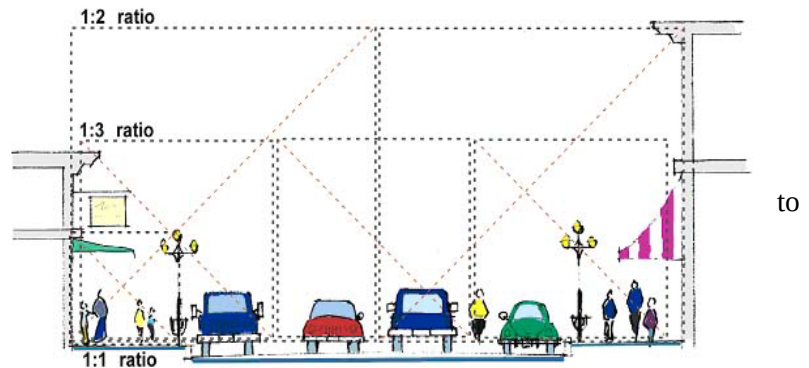


Figure 2. 1 to 1 ratio for pedestrian space.

Mitigation for temporary, construction impacts should include shielding or covering outdoor storage areas, and wayfinding and clear construction-period signage. The construction equipment should be washed, as should driveways and sidewalks which may be covered in debris during construction.

Alternative 3: No Action Alternative

Viewsheds, view corridors, and visual quality will remain unchanged under the No Action Alternative. As mentioned earlier in the existing visual quality description, the site will continue to have low vividness, non-descript vegetation and be void of viewpoints with interest or memorability. Unity will remain low to average while intactness will range from average to high. Non-ornamental buildings with low rooflines will blend into the existing landscape and provide no focal point to the site. With no change to the site the surrounding uses will most likely remain the same or similar to existing and continue to be large scale retail with, expansive surface parking lots and nearby office complexes. It will be challenging to achieve the Three Rivers Entertainment District vision if this alternative is selected. However, this alternative does not incur any temporary or permanent impacts to the

site due to construction. This would be a positive note for airport users who will be the most highly impacted user group for either Alternative 1 or Alternative 2.

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WSDOT - Washington State Department of Transportation Environmental Procedures Manual - Chapter 459 Visual Impacts - <http://www.wsdot.wa.gov/publications/manuals/fulltext/M31-11/459.pdf>.

TECHNICAL MEMORANDUM

Date: November 30, 2012
To: Michael Mehaffy, DPZ
From: Emily Moshofsky (Planner), Shane Phelps (Senior Planner)
Subject: Land Use Technical Memorandum
Project Name: Vista Field Alternatives Study and EIS

INTRODUCTION

This section details existing land uses at and within Vista Field. It also analyzes the potential impacts of the alternatives considered for Vista Field in regard to land use within the context of existing land use plans, regulations and planned future development in the area adjacent to Vista Field. For the purposes of this analysis the study area is the Port properties at Vista Field and areas immediately adjacent.

AFFECTED ENVIRONMENT

Rules and Regulations

As a facility located within the City of Kennewick and the state of Washington, Vista Field is subject to many rules, regulations, and regulating agencies affecting land use actions including:

- Federal Aviation Administration (FAA)
- Washington State Department of Transportation (WSDOT) Aviation Division
- State Environmental Policy Act (SEPA)
- Washington Growth Management Act (GMA)
- City of Kennewick Comprehensive Plan 2011
- City of Kennewick Zoning Regulations 2011

Both the Federal Aviation Administration (FAA) and the Washington State Department of Transportation (WSDOT) Aviation Division stress the importance of compatible land use around airports. Compatibility means that both existing and future land use development should create an environment that is not detrimental to airport activities. A compatibility plan supports land uses that protect the airport as a transportation facility and economic resource for the community. Such a plan should prevent development of incompatible land uses that would expose the general public to noise, risk, light, vibration, fumes, and low flying aircraft. This is accomplished through ordinance by restricting residential development, schools, hospitals, and other medical facilities adjacent to an airport. Areas close to the airport should be low density, low intensity, with little residential development, such as commercial and light industrial land use. The WSDOT Aviation Division has prepared multiple documents that discuss compatible land uses for airports. It should be noted that WSDOT Aviation Division's jurisdiction regarding compatible land uses is a guidance and not a requirement. See WSDOT's Airports and

Compatible Land Use Guidebook at <http://www.wsdot.wa.gov/aviation/Planning/ACLUguide.htm> completed in January 2011 (JUB 2011).

The State Environmental Policy Act (SEPA) provides a way to identify possible environmental impacts that may result from governmental decisions. These decisions may be related to issuing permits for private projects, constructing public facilities, or adopting regulations, policies or plans. Information provided during the SEPA review process helps agency decision-makers, applicants, and the public understand how a proposal will affect the environment (<http://www.ecy.wa.gov/programs/sea/sepa/e-review.html>).

The State of Washington the Growth Management Act (GMA) requires that Cities prepare and regularly update a Comprehensive Plan (Comp Plan) which expresses the City's vision for its current and future management of growth and development. Updates are only permitted by the state once each year. The Comp Plan contains guidelines for development of land within the City and sets criteria for different types of land uses to be developed in 7 broad categories of land use including commercial, industrial, public facility, open space and three residential categories (JUB 2011).

The City of Kennewick also has Zoning Regulations and an associated zoning map that shows the current zoning that exists in the City. The zoning regulations identify specific uses allowed in each of 20 more specific zone categories within the city (JUB 2011).

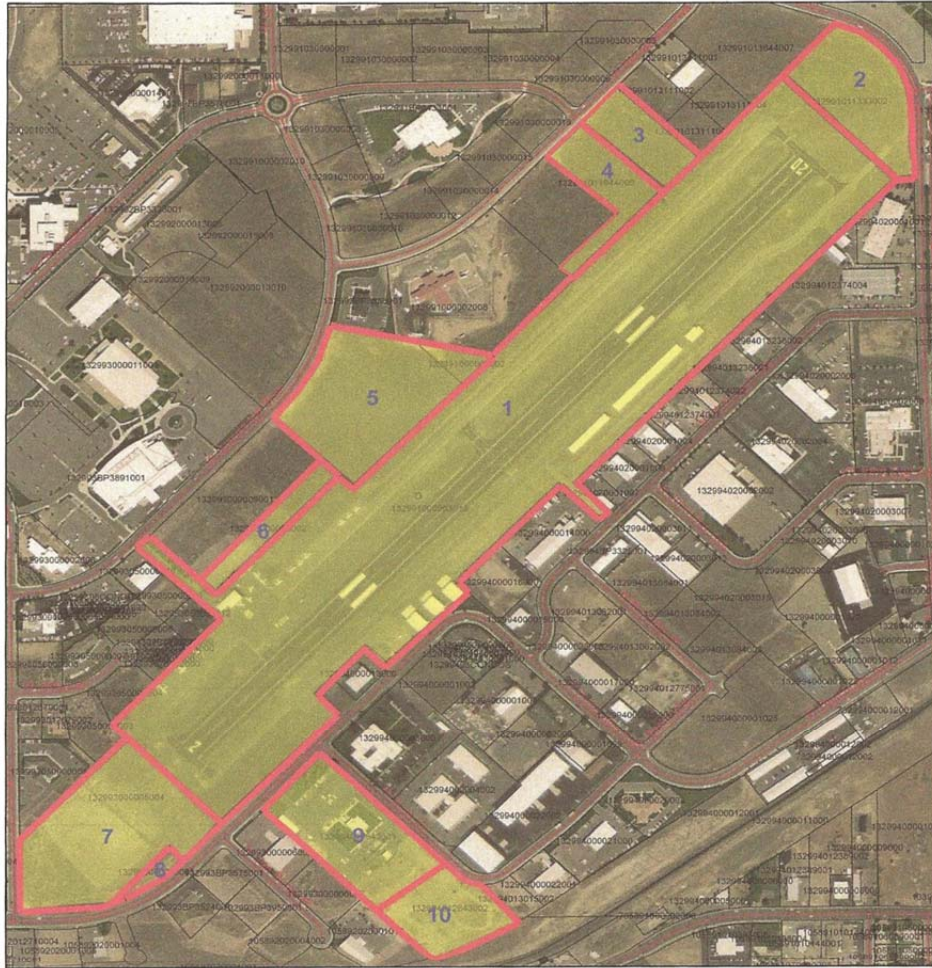
Methods, Data Sources Used

Data sources used include:

- City of Kennewick, Washington. 2011. City of Kennewick Comprehensive Plan 2011 Horizons Executive Document.
- City of Kennewick, Washington. (no date). Economic Development Strategic Plan.
- Anchor QEA and HDR Engineering, Inc. 2011. Port of Kennewick Comprehensive Scheme Update. November 22, 2011.
- JUB Engineers, Inc. 2006. Vista Field Preliminary Airport Siting Study Final Report September 2006. Port of Kennewick, Benton County, Washington.
- JUB Engineers, Inc. 2011. Port of Kennewick Vista Field Master Plan 2011.
- Three Rivers Entertainment District Plan 2011.
- Meier Architecture Engineering. 2012. Vista Field Hangar Condition and Code Evaluation Report.

The Vista Field Airport and Industrial Area is located in the heart of the Tri-Cities metropolitan area within Kennewick city limits between Grandridge Boulevard and Deschutes Avenue. The properties encompass 10 parcels totaling approximately 112.81 acres (Figure 1). Four parcels are zoned Public Facility and encompass 85.97 acres. Two parcels are zoned Light Industrial and make up 9.9 acres. The remaining four Vista Field parcels are zoned CR-Commercial, Regional District, and constitute 16.94 acres. Municipal services are available on each parcel. Current Port-owned buildings at this site include the Verizon office building and Covered Storage (8,160 square feet); Fixed Base Operations building (6,600 square feet); Corporate Hangar – Musser B, and Corporate Hangar – Gaunt C (9,000 square feet); and three T-hangars including Hangar Buildings 2,500, 7,025 and 13,795 (23,500 square feet) (Meier 2012).

The remaining industrial property contains more than 15 acres in two general sites. In 2010, the Port reached 100 percent occupancy of available hangars. Challenges to managing the industrial site development include limited expansion capability due to its location, and large amounts of industrial truck traffic (HDR 2011).



	Parcel No.	Reference	Acres	Use	Zoning	AsV\$
1	132991000003015	VF Airport (6600 W Deschutes)	69.90	FBO/Airport	PF	\$12,644,660
2	132991011333002	Lot 2, SP 1333	5.58	Vacant Land	PF	\$1,166,710
3	132991013336003	Lot 3, SP 3336 - 6567 W. Rio Grande	2.85	Vacant Land	CR	\$496,580
4	132991013336002	Lot 2, SP 3336 - 6639 W. Rio Grande	3.14	Vacant Land	CR	\$547,110
5	132991000003014	Ptn of Parcel 3, RS I-521	9.12	Vacant Land	CR	\$1,589,070
6	132993000009002	Tract B, RS 2339	1.83	Vacant Land	CR	\$286,970
7	132993000005004	Ptn of Parcel 7, RS I-522	9.87	Vacant Land	PF	\$ 1,977,710
8	132993000005005	Ptn of Parcel 7, RS I-522	0.62	Vacant Land	PF	\$118,830
9	132994012843001	Lot A, SP 2843 (480 N. Quay St)	6.37	Verizon Bldg	IL	\$970,180
10	132994012843002	Lot B, SP 2842 (460 N. Quay St)	3.53	Verizon Land	IL	\$429,990
TOTAL PORT OWNED LAND - VISTA FIELD			112.81			\$20,227,810

Port Owned Land Summary

Updated: 05/18/2012

Source: Port of Kennewick

Figure 1. Vista Field Industrial Park/Airport Parcel Summary

Vista Field is located within the urban region of Kennewick. The Columbia River is about a mile north of the airport area. Housing fills much of the area between the historic downtown of Kennewick and Vista Field, but a mix of commercial and industrial sites have filled in parcels near major roadways and east of the airport. To the

west is the Three Rivers Entertainment District, with major public facilities serving the region (the Three Rivers Convention Center/Toyota Center) and southeastern Washington's largest concentration of major retail stores (including Sears, Macy's, Target, Lowe's, Wal-Mart, and Costco along with many smaller stores). Medical offices, laboratories, and treatment facilities have also been built near the airport's southeast end.

The combination of public facilities, retail centers, and hotels near Vista Field has been identified as an urban focus, the Three Rivers Entertainment District. Kennewick community leaders have been interested in further integration of retail facilities with the Convention Center/Toyota Center.

ENVIRONMENTAL CONSEQUENCES

The land use designation for Vista Field, as amended, is Public Facility, with Commercial designated lands immediately to the west and north; industrially zoned lands are designated to the south and east. Some public facility designations exist to the northwest associated with the Benton County Justice Center and to the east with the Tri-Tech school. Some residential lands and park lands are situated to the east of Kellogg Street. The existing Comp Plan land use designations are shown in Figure 2 (JUB 2011).

Airport parcels 1, 2, 6 & 7 are zoned PF (Public Facilities) and the land to the south and southeast is zoned IL (Industrial Light). In addition, an "overlay" district or Airport Hazard Zoning (18.33) applies to the Part 77 navigable airspaces imaginary surfaces. These additional development guidelines and requirements address airport height limitations, use restrictions, lighting and permits. Properties within the Vista Field area are typically zoned for commercial and industrial land uses (JUB 2011).

Alternative 1: Enhancement Alternative

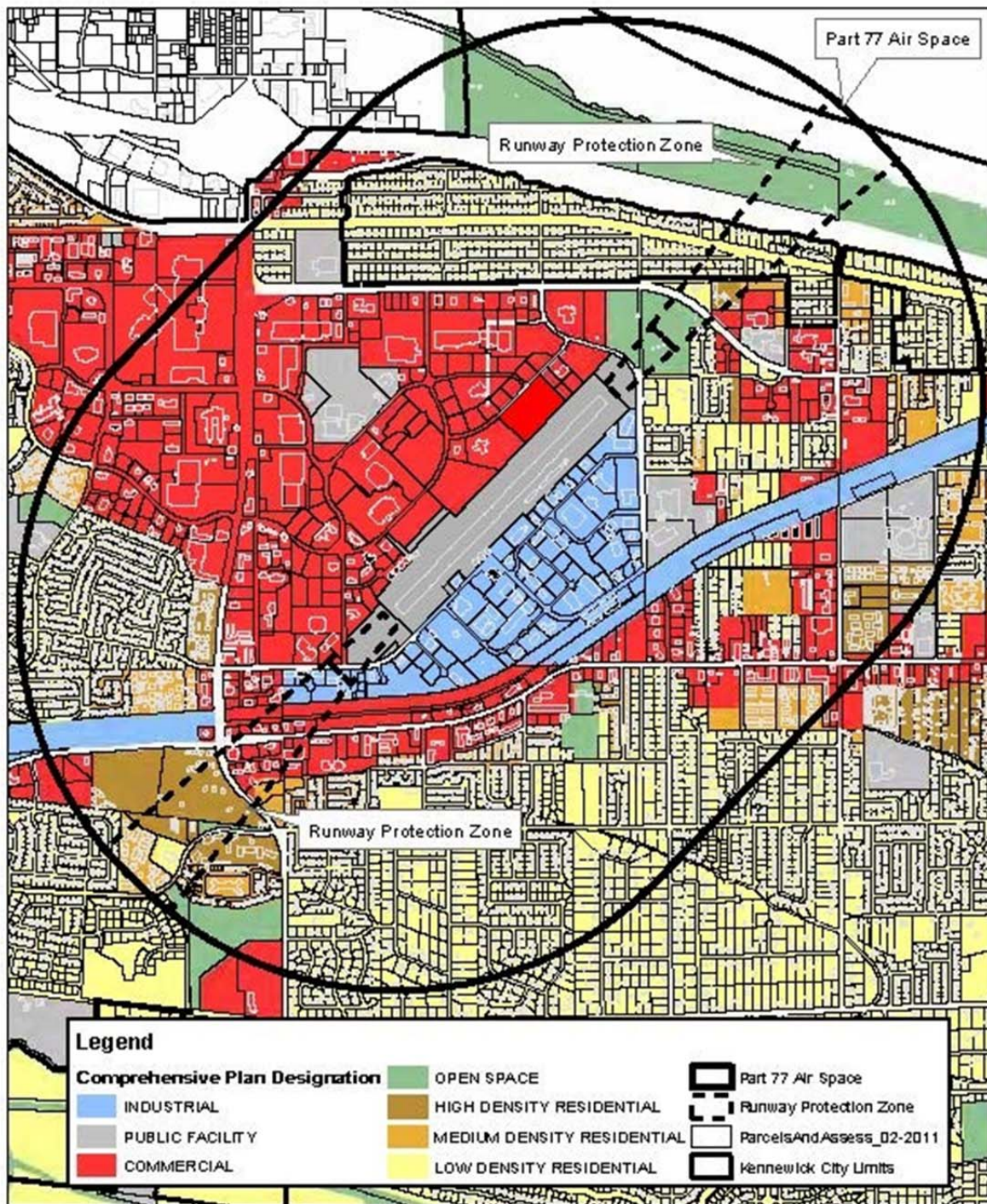
Construction Impacts

Any impacts related to construction of the elements in this alternative (e.g., traffic, noise, utilities) would be temporary in nature and there would be no permanent impacts to land use or zoning during the construction phase of this alternative. Impacts to Vista Field and any adjacent properties are described in their respective technical memorandums.

Operational Impacts

Alternative 1, like the No Action Alternative, would be consistent with the Vista Field Master Plan. The Master Plan would "restrict residential development, schools, hospitals, and other medical facilities adjacent to an airport. Areas close to the airport should be low-density, low-intensity, with little residential development such as commercial and light industrial land use" (JUB 2011). This is consistent with the current zoning and existing land use surrounding Vista Field.

Under Alternative 1, it is unlikely that the Port would have to apply to the City to rezone the Commercial, General District (CG) zones that border the southwest corner of the airport because the CG district provides areas for heavy commercial use, wholesaling and warehousing. There would be no zoning changes within the airport footprint itself to accommodate Alternative 1. The zone changes completed in 2011 would accommodate the Enhancement Alternative.



Source: JUB 2011.

Figure 2. Vista Field Zoning

Cumulative Impacts

There are no zoning and Comp Plan impacts resulting from Alternative 1, since the code amendments supporting Alternative 1 were completed in 2011. However, indirect impacts include the inability to enhance the current entertainment district and attract new business to the area. FAA and WSDOT Aviation Division strive to reduce

incompatible uses adjacent to airports. Areas close to the airport should be low density, low intensity, with little residential development, such as commercial and light industrial land use. This would preclude the development of hotels, which are considered housing.

Mitigation Measures

The Port and the City will continue to coordinate with one another and with other interested parties and stakeholders. In addition, local jurisdiction adoption of any needed land use actions would be required. Enhancements such as landscaping and streetscape improvement can help to make the airport more compatible with surrounding land uses.

Alternative 2: Redevelopment Alternative

Construction Impacts

Construction impacts include removal of existing airport infrastructure including hangars, on site buildings, parking and runways. This would equal approximately 55 acres. Construction of Alternative 2 would be phased over time, with mixed use, and an emphasis on commercial, office and some industrial and residential. There are also 5 parks and 5 parkways planned. Redevelopment would have to include necessary infrastructure improvements to support mixed use including commercial, retail, office and residential growth. Additionally, the phased construction of Alternative 2 could have periodic impacts to adjacent land uses in the form of noise, traffic, and visual quality. These impacts are addressed in their respective technical memorandums.

To accomplish Alternative 2, the local jurisdictions would need to move forward on closure, and then on selection of a private developer or developers for the property. Either a master developer or separate developers for the office, commercial, and mixed-use residential components could be engaged. The timing and mix of uses would depend on market demand and opportunity over time.

Most of the 112.81 acres would be rezoned to meet the needs of Alternative 2. Changing the zoning code would allow the City and the Port to establish different land use goals for the Vista Field area, and would allow the Port to sell the property over time for redevelopment. The current acreage and zoning code for each parcel in the Vista Field area is shown on Figure 1. Specifically, Parcels 1, 2, and 7, and 8 which are zoned Public Facility would need to be rezoned prior to the start of redevelopment.

Future land use would need to include the following zoning codes:

- Commercial-Regional
- Commercial-Retail
- Recreation
- Commercial-Office
- Open Space

Redevelopment of Vista Field would allow the City to meet more of its Comprehensive Plan goals than either Alternative 1 or Alternative 3. The Comp Plan elements most likely to affect future growth and redevelopment at Vista Field, if it were rezoned are listed below.

- Land Use
- Utilities
- Housing
- Capital Facilities
- Residential
- Urban Design
- Transportation
- Economic Development
- Commercial

Operational Impacts

Operation of the space as a mixed use urban area with shopping, entertainment, and public open spaces with parks and plaza would not be consistent with the current Public Facility zoning of the airport. Alternative 2 would not be consistent with the Vista Field Master Plan. Rezoning would include the following:

- There would not be a Part 77 protected aircraft surface necessary with the Alternative 2. This would allow taller structures to be constructed within the development area and in the areas surrounding Vista Field.
- Runway protection zone would not be necessary.
- The Public Facilities zone would no longer be needed.

Cumulative Impacts

Cumulative impacts would include changes in zoning code changes, a Comp Plan update, and land use changes in the areas surrounding Vista Field. The area would be more attractive and have compatible uses with existing and future expansion of the Three Rivers Entertainment District.

Mitigation Measures

Mitigation measures would include adding housing options to the mixed use development to help provide added value and added proximity to shops, parks, and the Three Rivers Campus. Coordination would continue between the City, the Port, and stakeholders.

Alternative 3: No Action Alternative

Construction Impacts

There would be no construction impacts with Alternative 3.

Operational Impacts

There would be no operational impacts with Alternative 3. No public investment is planned beyond minimal spending to maintain the airport facility. Approximately 9.9 acres of land are surplus to the needs of the airport under this alternative, and are assumed to be available for sale and redevelopment. With the airport operating, only compatible commercial and industrial redevelopment is anticipated on adjacent surplus parcels.

Cumulative Impacts

Cumulative impacts of the No Action Alternative include revenue loss from companies leaving the area due to lack of expansion opportunities, for example, the Three Rivers Campus; future revenue loss; disenfranchised stakeholders; and, missed development opportunities either in terms of an upgraded airport or complete redevelopment of the area.

Mitigation Measures

There are no applicable mitigation measures.

REFERENCES

- City of Kennewick, Washington. 2011. City of Kennewick Comprehensive Plan 2011 Horizons Executive Document.
- City of Kennewick, Washington. Economic Development Strategic Plan, 2012-2016.
- Anchor QEA and HDR Engineering, Inc. 2011. Port of Kennewick Comprehensive Scheme Update. November 22, 2011.
- JUB Engineers, Inc. 2006. Vista Field Preliminary Airport Siting Study Final Report September 2006. Port of Kennewick, Benton County, Washington.
- JUB Engineers, Inc. 2011. Port of Kennewick Vista Field Master Plan 2011.
- Three Rivers Entertainment District Plan 2011.
- Meier Architecture Engineering. 2012. Vista Field Hangar Condition and Code Evaluation Report.

Attachment 7:

Deed

When recorded return to:

Duane Howard
D.H. Land, LLC
4330 Birch Rd
Pasco, WA 99301

163032 - \$10.00 - RA - 09/07/2021 - Benton County

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

9001 W. Tucannon Avenue, Suite 220
Kennewick, WA 99336

Escrow No.: 62242101748

STATUTORY WARRANTY DEED

THE GRANTOR(S) Port of Kennewick, a Municipal Corporation

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to D.H. Land, LLC, a Washington limited liability company

the following described real estate, situated in the County of Benton, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): 6, 10 Chicago Ten Acre Tracts and Lot 2 SP 3067

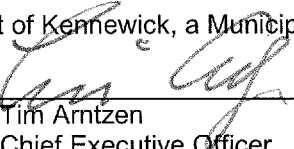
Tax Parcel Number(s): 105802020010005, 105802013067002, 105802020006002

Subject to easements, covenants, conditions, restrictions and reservations of record.

STATUTORY WARRANTY DEED
(continued)

Dated: 8-31-21

Port of Kennewick, a Municipal Corporation

BY: 
Tim Amtzen
Chief Executive Officer

State of WASHINGTON
County of BENTON

I certify that I know or have satisfactory evidence that Tim Amtzen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Chief Executive Officer of Port of Kennewick to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-26-21

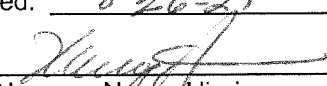

Name: Nancy Hirai
Notary Public in and for the State of Washington
Residing at: West Richland,
My appointment expires: July 22, 2024

EXHIBIT "A"
Legal Description

PARCEL A: (105802020010005)

The East 5 Acres of Tract 10, Chicago Ten-Acre Tracts, as per plat thereof recorded in Volume 1 of Plats, page 46, records of Benton County, Washington.

PARCEL B: (105802013067002)

Lot 2, Short Plat No. 3067, according to the Short Plat thereof recorded under Auditor's File No. 2008-1693, records of Benton County, Washington. EXCEPT ALL WATER RIGHTS APPURTENANT TO SAID PROPERTY, INCLUDING BUT NOT LIMITED TO WATER RIGHT CERTIFICATE NO. 2206, WHICH WATER RIGHTS ARE RETAINED BY THE SELLER/GRANTOR FOR TRANSFER.

PARCEL C: (105802020006002)

Tract 6, Chicago Ten Acres Tracts, according to the plat thereof recorded in Volume 1 of Plats, Page 46, records of Benton County, Washington, EXCEPT the South 200 feet thereof; AND EXCEPT that portion conveyed to the United States of America which lies North of a straight line that intersects the East line of said Tract 6 at a point lying North, a distance of 390 feet, from the Southeast corner thereof, and that intersects the West line of said Tract 6 at a point lying 610 feet North from the Southwest corner thereof. EXCEPT ALL WATER RIGHTS APPURTENANT TO SAID PROPERTY, INCLUDING BUT NOT LIMITED TO WATER RIGHT CERTIFICATE NO. 2206, WHICH WATER RIGHTS ARE RETAINED BY THE SELLER/GRANTOR FOR TRANSFER.

Attachment 8:

Aerial Analysis Table

Year	Month	Acres	Qa ¹	Source	Irrigation Notes
2021	April	12.8	51.2	Google Earth	West field appears brown
2020	December	12.5	50	Google Earth	West field appears brown
2020	February	23	92	Google Earth	West field appears to have been harvested recently
2018	July	21.44	85.76	Google Earth	West field appears to have been harvested recently
2017	May	23.44	93.76	Google Earth	West field questionable - but green
2016	August	11.97	47.88	Google Earth	West field not irrigated
2015	April	11.63	46.52	Google Earth	West field not irrigated
2013	July	12.23	48.92	Google Earth	West field not irrigated
2012	September	12.25	49	Google Earth	West field not irrigated
2011	November	11.95	47.8	Google Earth	West field not irrigated
2011	May	21.8	87.2	Google Earth	West field is green but very uneven
2010	May	12.19	48.76	Google Earth	West field not irrigated
2009	August	11.89	47.56	Google Earth	West field not irrigated
2008	October	11.3	45.2	Landsat ²	West field fallowed
2008	March	20.6	82.4	Landsat	Mostly irrigated ³
2007	September	22	88	Landsat	Mostly irrigated (Small patch on west field is brown)
2006	July	22.98	91.92	Google Earth	All fields irrigated
2005	July	22.7	90.8	Google Earth	All fields irrigated
2004	April	18.83	75.32	Google Earth	Eastern field not irrigated
2003	June	17.8	71.2	Google Earth	Eastern field not irrigated
2002	May	17	68	Landsat	Eastern field not irrigated
1999	July	17.9	71.6	Landsat	Eastern field not irrigated
1996	July	18.3	73.2	Google Earth	Eastern field not irrigated
1995	August	17.9	71.6	Landsat	Eastern field not irrigated
1984	May	17	68	Landsat	More irrigation occurring
1982	August	3	12	Landsat	Appears very under irrigated
1955	August	26	104	Central Washington University	Irrigation on all fields

Notes:

¹Assuming a duty of 4

²Landsat images use a vegetation analysis filter to make greens more visible and vibrant

³Benton County Parcel No. 105802013067001 (the "West Field") was deeded from the Port of Kennewick to the City of Kennewick on 3/11/2008

Attachment 9:

Vista Field Parcel List

Parcel No. (Geo ID)	Property ID	Owner
132991000030016	317014	Port of Kennewick
132991000030018	317016	Port of Kennewick
132991011333002	61404	Port of Kennewick
132991013336002	299257	Port of Kennewick
132991013336003	299258	Port of Kennewick
132993000005004	61519	Port of Kennewick
132991BP5674001	317308	Port of Kennewick
132991BP5674002	317309	Port of Kennewick
132991BP5674003	317310	Port of Kennewick
132991BP5674004	317311	Port of Kennewick
132991BP5674005	317312	Port of Kennewick
132991BP5674006	317313	Port of Kennewick
132991BP5674007	317314	Port of Kennewick
132991BP5674008	317315	Port of Kennewick
132991BP5674009	317316	Port of Kennewick
132991BP5674010	317317	Port of Kennewick
132991BP5674011	317318	Port of Kennewick
132991BP5674012	317319	Port of Kennewick
132991BP5674013	317320	Port of Kennewick
132991BP5674014	317321	Port of Kennewick
132991BP5674015	317322	Port of Kennewick
132991BP5674016	317323	Port of Kennewick
132991BP5674017	317324	Port of Kennewick
132991BP5674018	317325	Port of Kennewick
132991BP5674019	317326	Port of Kennewick
132991BP5674020	317327	Port of Kennewick
132991BP5674021	317328	Port of Kennewick
132991BP5674022	317329	Port of Kennewick
132991BP5674023	317330	Port of Kennewick
132991BP5674024	317331	Port of Kennewick
132991BP5674025	317332	Port of Kennewick
132991BP5674026	317333	Port of Kennewick
132991BP5674027	317334	Port of Kennewick
132991BP5674028	317335	Port of Kennewick
132991BP5674029	317336	Port of Kennewick
132991BP5674030	317337	Port of Kennewick
132991BP5674031	317338	Port of Kennewick
132991BP5674032	317339	Port of Kennewick
132991BP5674034	317341	Port of Kennewick
132991BP5674035	317342	Port of Kennewick
132991BP5674036	317343	Port of Kennewick
132991BP5674037	317344	Port of Kennewick

132991BP5674038	317345	Port of Kennewick
132991BP5674039	317346	Port of Kennewick
132991BP5674040	317347	Port of Kennewick
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132991BP5674043	317350	Port of Kennewick
132991BP5674044	317351	Port of Kennewick
132991BP5674045	317352	Port of Kennewick
132991BP5674046	317353	Port of Kennewick
132991BP5674047	317354	Port of Kennewick
132991BP5674048	317355	Port of Kennewick
132991BP5674049	317356	Port of Kennewick
132991BP5674050	317357	Port of Kennewick
132991BP5674051	317358	Port of Kennewick
132991BP5674052	317359	Port of Kennewick
132991BP5674053	317360	Port of Kennewick
132991BP5674054	317361	Port of Kennewick
132991BP5674055	317362	Port of Kennewick
132991BP5674056	317363	Port of Kennewick
132991BP5674057	317364	Port of Kennewick
132991BP5674058	317365	Port of Kennewick
32991BP5674059	317366	Port of Kennewick

Council Agenda Coversheet	Agenda Item Number: 4.g. Council Date: 12/19/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Waterline Easement - 5929 W. Metaline Ave Department: Public Works Ord/Reso # Contract # Project # Permit #	
<u>Recommendation</u> Authorize the Mayor to sign the Deed for Waterline Easement and Release of Easement at 5929 W. Metaline Ave <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the Deed for Waterline Easement and Release of Easement at 5929 W. Metaline Ave <u>Summary</u> The Deed for Waterline Easement and Release of Easement provides a new 15' wide waterline easement for all the City maintained water infrastructure located at the Kennewick School Districts Tri-Tech School and removes existing 10' easement that had an error in the legal description. The new 15' easement replaces the old 10' easement that was recorded in 1980 and also covers City maintained water infrastructure that has been installed since 1980 including the recently completed Tri-Tech East building. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Waterline Easement 2. Map		

Return to:
City Clerk's Office
City of Kennewick
PO Box 6108
Kennewick, WA 99336

DEED for WATERLINE EASEMENT AND RELEASE OF EASEMENT

Grantor(s): KENNEWICK SCHOOL DISTRICT #17

Grantee: CITY OF KENNEWICK, A WASHINGTON MUNICIPAL CORPORATION

Legal Description (abbreviated): PORTION OF SECTION 33, T. 9 N., R. 29 E., W.M.(COMPLETE LEGAL DESCRIPTION SEE EXHIBIT A, PAGE 4)

Assessor's Tax Parcel ID No(s): 1-3399-302-0037-002 and 1-3399-302-0038-000

Reference Nos. 814272, 2007-017281

THIS DEED for WATERLINE EASEMENT and RELEASE of EASEMENT is entered into by and between the KENNEWICK SCHOOL DISTRICT #17 ("Grantor"), and the CITY OF KENNEWICK, a Washington municipal corporation ("Grantee") may be referred to collectively as the "Parties".

RECITALS

WHEREAS, Grantor is the sole owner of certain real property located in Benton County, Washington, which is legally described in Exhibit A which is attached hereto; and

WHEREAS, in 1980 Grantor conveyed a Former Easement Auditor File Number 814272 to Grantee for the construction and maintenance of WATERLINES on the Property; and in 2007 Grantor conveyed a Former Easement Auditor File Number 2007-017281 to Grantee for the construction and maintenance of WATERLINES on the Property; and

WHEREAS, Grantor desires to extinguish the Former Easement Auditor File Number 814272 and Former Easement Auditor File Number 2007-017281 and grant to THE GRANTEE, THE CITY OF KENNEWICK, a Washington municipal corporation, its successors and assigns, a permanent New Easement over, under and across the real property described in Exhibit B and depicted in Exhibit B-1 herewith attached and made a part hereof, situated in Benton County, State of Washington.

TERMS AND CONDITIONS

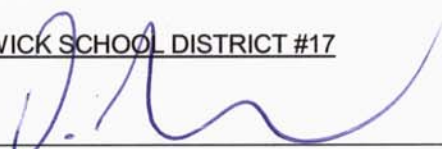
1. **Recitals.** The above recitals are a part of this Deed for Easement and the Parties represent and warrant that they are true and correct.
2. **Relinquishment and Replacement.** The Former Easement Auditor File Number 814272 and the Former Easement Auditor File Number 2007-017281 is hereby relinquished by Grantee and replaced by the grant of easement noted below.
3. **Grant of Easement.** Grantor hereby grants to Grantee a permanent New Waterline Easement over, under and across the real property described in Exhibit B and depicted in Exhibit B-1 herewith attached and made a part hereof, situated in Benton County, State of Washington.

4. **Easement Purposes.** Grantee shall have the right to enter the property to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and remove waterlines and associated infrastructure, and may remove landscaping and other obstructions which interfere with the Grantee's designated use of the New Easement. Grantor shall not construct buildings or structures on the New Easement, but may make use of the New Easement for any purposes that do not interfere with Grantee's rights provided.
5. **Running Covenants.** The Easement granted herein shall run with the land and is binding upon all subsequent owners thereof.
6. **No Termination Upon Breach.** No breach of the terms contained in this Deed for Easement shall entitle either Party to cancel, rescind or otherwise terminate the easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach..

DATED THIS 5th day of December, 20 23, for Grantor

GRANTOR:

KENNEWICK SCHOOL DISTRICT #17

By: 

DATED THIS _____ day of _____, 20____, for **CITY OF KENNEWICK**

GRET L CRAWFORD, Mayor

Attest:

Approved as to Form:

TERRI L. WRIGHT, City Clerk



LISA BEATON, City Attorney

STATE OF WASHINGTON)

)ss.

COUNTY OF BENTON)

I certify that on this 5th day of December, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vic Roberts, the Director of Business Op of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

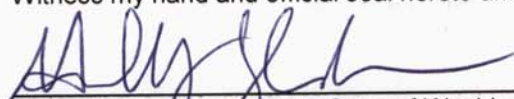

Notary Public in and for the State of Washington
residing at Kennewick
My Commission Expires: April 3, 2025



EXHIBIT A

Benton County Parcel # 133993020037002

Legal Description: Section 33 Township 9 Range 29. The North 419.43 feet of Lot 36, The Highlands Plat A, according to the plat thereof recorded in volume 2 of Plats, Page 2, records of Benton County, Washington, EXCEPT the East 5 acres thereof and EXCEPT roads. (1/21/2000 AF#2000-001596) except out for road right of way (AF#2004-005451 02/20/2004) TOGETHER WITH THE HIGHLANDS, PLAT A: TRACT 37. CERTIFICATE OF WATER RIGHT 10-7-82. WATER LINE EASEMENT 2-22-80. LESS PORTION TO CITY FOR STREET, 7-25-79, #798001. TOGETHER WITH Section 33 Township 9 Range 29. THE HIGHLANDS, PLAT A: THE WEST 6.48 ACRES OF TRACT 36. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 12-29-55. Less the following described legal: The North 419.43 feet of Lot 36, The Highlands Plat A, according to the plat thereof recorded in volume 2 of Plats, Page 2, records of Benton County, Washington, EXCEPT the East 5 acres thereof and EXCEPT roads. (1/21/2000 AF#2000-001596) TOGETHER WITH THE NORTH 4.00 FEET OF LOT 38, SAID PLAT OF THE HIGHLANDS PLAT A. (DESCRIPTION CHANGE PER QCD, AF#2008-013813, 5/13/08). (LEGAL CONSOLIDATION PER AF#2015-020699, 07/17/2015).

Benton County Parcel # 133993020038000

Legal Description: THE HIGHLANDS, PLAT A: TRACT 38. CERTIFICATE OF WATER RIGHT 10-7-82. WATER LINE EASEMENT 2-22-80. LESS PORTION TO CITY FOR STREET 7-25-79, #78001, 88303, 4-1-80. EASEMENT 12-29-55. EXCEPT THE NORTH 4.00 FEET THEREOF. (DESCRIPTION CHANGE PER QCD, AF#2008-013814, 5/13/08). EXCEPT THAT PORTION DEDICATED FOR THE ROAD PURPOSES, 871.2 SQUARE FEET MORE OR LESS, PER 2019-037536, 11/26/2019.

EXHIBIT B



STRATTON SURVEYING & MAPPING, PC

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
PHONE: (509) 735-7364
FAX: (509) 735-6560
E-MAIL: stratton@strattonsurvey.com

DATE: 2023-11-14
DRAWING: 5645SK2.DWG
SITE: TRI-TECH – WATER EASEMENT

PARCEL NOS. 133993020037002 & 133993020038000

DESCRIPTION

AN EASEMENT 15.00 FEET IN WIDTH AFFECTING THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 09 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION THENCE NORTH 89°13'52" EAST ALONG THE NORTHERLY LINE OF SAID QUARTER 502.54 FEET; THENCE SOUTH 00°46'08" EAST 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST METALINE AVENUE AND TRUE POINT OF BEGINNING;

THENCE SOUTH 00°46'08" EAST 75.50 FEET;
THENCE NORTH 89°13'52" EAST 85.25 FEET;
THENCE SOUTH 89°13'52" WEST 85.25 FEET;
THENCE SOUTH 00°46'08" EAST 119.20 FEET;
THENCE NORTH 89°13'52" EAST 43.64 FEET;
THENCE SOUTH 00°45'41" EAST 28.08 FEET;
THENCE SOUTH 89°14'19" WEST 25.00 FEET;
THENCE NORTH 89°14'19" EAST 25.00 FEET;
THENCE SOUTH 00°45'41" EAST 14.97 FEET TO HEREINAFTER REFERRED POINT "A"
THENCE CONTINUING SOUTH 00°45'41" EAST 176.09 FEET TO HEREINAFTER REFERRED POINT "B";
THENCE CONTINUING SOUTH 00°45'41" EAST 242.48 FEET;
THENCE SOUTH 89°14'19" WEST 54.37 FEET;
THENCE SOUTH 00°45'41" EAST 188.00 FEET;
THENCE NORTH 89°14'19" EAST 12.50 FEET;
THENCE SOUTH 89°14'19" WEST 12.50 FEET;
THENCE NORTH 00°45'41" WEST 188.00 FEET;
THENCE SOUTH 89°14'19" WEST 158.14 FEET;
THENCE NORTH 00°45'41" WEST 45.75 FEET;



THENCE SOUTH 00°45'41" EAST 45.75 FEET;
THENCE SOUTH 89°14'19" WEST 128.10 FEET;
THENCE NORTH 00°02'06" EAST 276.14 FEET;
THENCE SOUTH 89°54'10" WEST 60.28 FEET;
THENCE NORTH 00°05'50" WEST 19.50 FEET;
THENCE SOUTH 00°05'50" EAST 19.50 FEET;
THENCE SOUTH 89°54'10" WEST 117.90 FEET TO THE EASTERLY RIGHT-OF-WAY
LINE OF NORTH KELLOGG STREET AND THE POINT OF TERMINUS;

TOGETHER WITH A 15.00 FOOT-WIDE EASEMENT THE CENTERLINE BEING
DESCRIBED AS FOLLOWS:

BEGINNING AT AFOREMENTIONED POINT "A" THENCE NORTH 89°41'34" EAST
232.37 FEET;
THENCE SOUTH 00°43'15" EAST 176.12 FEET;
THENCE SOUTH 89°42'07" WEST 232.25 FEET TO AFOREMENTIONED POINT "B"
AND THE POINT OF TERMINUS.

TOGETHER WITH A 10.00 FOOT-WIDE EASEMENT THE CENTERLINE BEING
DESCRIBED AS FOLLOWS:

COMMENCING AT AFORESAID POINT "A" THENCE NORTH 89°41'34" EAST 179.13
TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°18'26" EAST 13.00 TO
THE POINT OF TERMINUS.

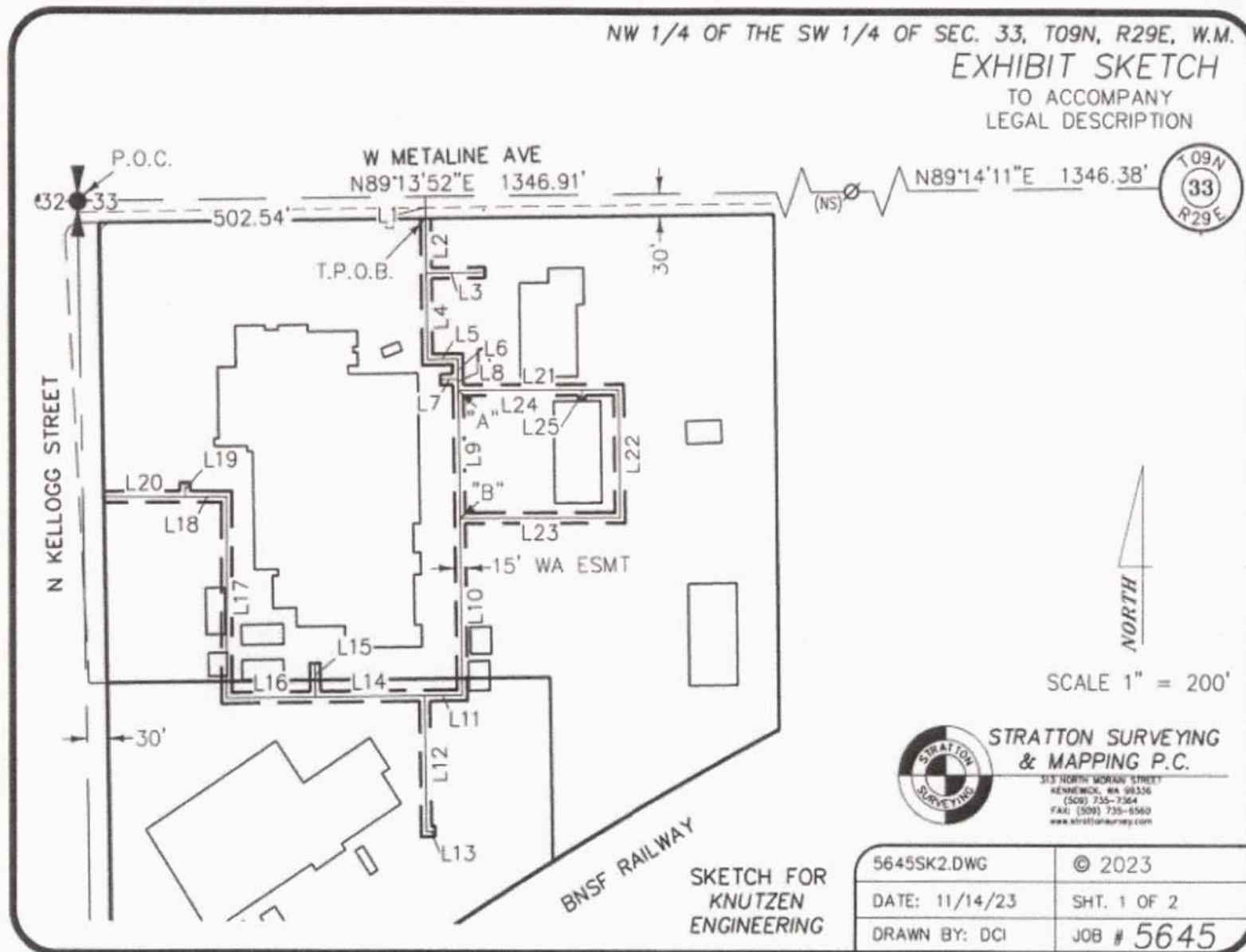
EDGES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO
TERMINATE ON THE SAID RIGHT-OF-WAY LINES.

SEE ATTACHED EXHIBIT SKETCH TO ACCOMPANY THIS LEGAL DESCRIPTION.

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS,
RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN
VIEW.



EXHIBIT B-1



[7]

NW 1/4 OF THE SW 1/4 OF SEC. 33, T09N, R29E, W.M.

EXHIBIT SKETCH

TO ACCOMPANY
LEGAL DESCRIPTION

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	30.00	S00°46'08"E
L2	75.50	S00°46'08"E
L3	85.25	N89°13'52"E
L4	119.20	S00°46'08"E
L5	43.64	N89°13'52"E
L6	28.08	N00°45'41"W
L7	25.00	S89°14'19"W
L8	14.97	N00°45'41"W
L9	176.09	N00°45'41"W
L10	242.48	N00°45'41"W
L11	54.37	N89°14'19"E
L12	188.00	S00°45'41"E
L13	12.50	N89°14'19"E
L14	158.14	N89°14'19"E
L15	45.75	S00°45'41"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L16	128.10	N89°14'19"E
L17	276.14	S00°02'06"W
L18	60.28	N89°54'10"E
L19	19.50	S00°05'50"E
L20	117.90	N89°54'10"E
L21	232.37	N89°41'34"E
L22	176.12	S00°43'15"E
L23	232.25	S89°42'07"W
L24	179.13	N89°41'34"E
L25	13.00	S00°18'26"E



**STRATTON SURVEYING
& MAPPING P.C.**

315 NORTH MORAN STREET
KENNEWICK, WA 98336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurvey.com

SKETCH FOR
KNUTZEN
ENGINEERING

5645SK2.DWG	© 2023
DATE: 11/07/23	SHT. 2 OF 2
DRAWN BY: DCI	JOB # 5645

[8]



Council Agenda Coversheet	Agenda Item Number: 4.h. Council Date: 12/19/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: License Agreement - 517 Crosswind Blvd Department: Public Works Ord/Reso # Project #	Contract # Permit # ENG-2023-000004
<u>Recommendation</u> Authorize the City Manager to sign the License Agreement for 517 Crosswind Boulevard with the Port of Kennewick for installation of a monument sign, landscaping and irrigation in a portion of unused Right-of-Way of West Deschutes Avenue. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the License Agreement for 517 Crosswind Boulevard with the Port of Kennewick. <u>Summary</u> The applicant owns property at 517 Crosswind Boulevard and desires to install a monument sign, landscaping and irrigation in a portion of unused Right-of-Way of West Deschutes Avenue. The applicant wishes to improve the unused Right-of-Way as this is one of the main entrances into Vista Field Entertainment District. The License Agreement notifies the applicant that the City may take back this area at any time in the future, with no compensation to the applicant. Staff recommends granting the License Agreement. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. License Agreement 2. Map		

After Recording Return to:
City Clerk's Office
PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 1-3299-1BP-5674-022
Location: 517 Crosswind Boulevard

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

1. The City hereby grants to the Licensee a license for the following described real property:
SEE ATTACHED EXHIBIT A
2. This license is granted to allow the Licensee, at his/her request, to use the property solely for the installation and maintenance of Monument Sign, Landscaping and Irrigation (hereinafter referred to as "improvements").
3. The private non-structural improvements may be installed in that portion of the public right of way described above in Section 1, subject to inspection and approval by the City. The improvements shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.
4. In the event of any change to the Licensee's property, the Licensee will bring the improvements into compliance with applicable City standards, conditions or requirements within sixty (60) days after written notice by the City. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the City to improvements made under this license shall be at the sole responsibility of the Licensee.
5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition. The Licensee shall maintain the improvements per the approved plans, unless otherwise directed or approved in writing by the City. The Licensee shall make any modifications to the improvements directed by the City within sixty (60) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the

maintenance of, and for any City approved or directed modifications of the improvements located on the property.

6. Use of public rights-of-way is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.
7. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager.
8. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon sixty (60) days written notice to the Licensee by the City Manager. At the end of the 60 days, Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against their property (adjacent to the licensed property) for the removal and restoration costs.
9. The Licensee has paid the City a one-time administrative fee of \$600.00, which covers City processing costs and recording fees.
10. In exchange for the granting of this License Agreement, the Licensee shall:
 - a. Defend, hold harmless and indemnify the City of Kennewick by providing proof of insurance in the amount of one million dollars (\$1,000,000) in the form of a certificate of an insurance for any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of their sub-contractors in connection with use of the licensed area as defined by Section 1 of this agreement; naming the City of Kennewick as additional insured. Prior to any construction taking place on the property covered by this license, Licensee shall provide the City said certificate of insurance. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. If, as a consequence of any such act or omission, any suit or action is brought against the City of Kennewick, the Licensee, upon notice of the commencement thereof, shall defend the City of Kennewick at no cost and expense to the City and promptly satisfy any final judgment adverse to the City. The indemnification provided in this subsection shall survive the expiration or earlier termination of this agreement. After each five (5) years, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.

11. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

DATED this _____ day of _____, 20____.

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Approved As To Form:



LISA BEATON, City Attorney

LICENSEE

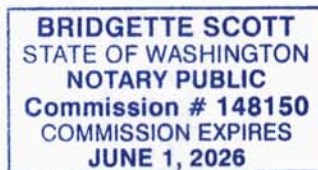


Tim Arntzen, CEO
Port of Kennewick

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this 7th day of December, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Arntzen, to me known to be the individual who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, and on oath stated that he is authorized to execute said instrument.

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



Bridgette Scott
Notary Public in and for the State of
Washington residing at Richland
My Commission Expires: 06-01-2026

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARIE E. MOSLEY, to me known to be the City Manager of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

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

EXHIBIT A

LEGAL DESCRIPTION

CITY OF KENNEWICK RIGHT OF WAY LICENSE AGREEMENT

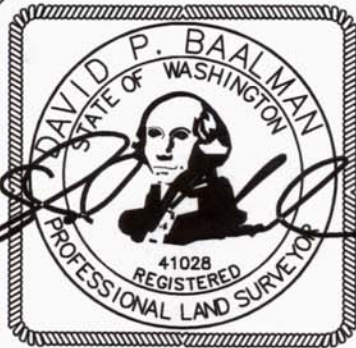
THAT PORTION OF THE PUBLIC ROAD RIGHT OF WAY OF WEST DESCHUTES AVENUE, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 38, BINDING SITE PLAN 5674, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5674, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 44°04'22" EAST 377.26 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF SAID WEST DESCHUTES AVENUE AND THE SOUTHEASTERLY BOUNDARY OF SAID BINDING SITE PLAN TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 28.75 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 13°53'52" WEST 22.13 FEET); THENCE SOUTHWESTERLY 22.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°16'21"; THENCE SOUTH 44°10'51" WEST 358.11 FEET; THENCE NORTH 46°00'02" WEST 10.45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID WEST DESCHUTES AVENUE PUBLIC ROAD RIGHT OF WAY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF LOT 22 OF SAID BINDING SITE PLAN; THENCE SOUTH 44°04'22" WEST 62.10 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF SAID WEST DESCHUTES AVENUE AND THE SOUTHEASTERLY BOUNDARY OF SAID BINDING SITE PLAN; THENCE SOUTH 46°20'34" EAST 37.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.05 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 65°41'16" EAST 17.55 FEET); THENCE SOUTHEASTERLY 17.78 FEET ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 31°46'41" TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 108.85 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 87°49'47" EAST 15.06 FEET); THENCE EASTERLY 15.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°56'03"; THENCE SOUTH 83°51'45" EAST 15.34 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE THE SOUTHWEST, HAVING A RADIUS OF 121.95 FEET; THENCE SOUTHEASTERLY 15.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°20'23"; THENCE SOUTH 76°31'22" EAST 10.75 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.16 FEET; THENCE SOUTHEASTERLY 13.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°44'39"; THENCE SOUTH 51°46'43" EAST 65.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 133.73 FEET; THENCE SOUTHEASTERLY 22.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°50'58"; THENCE NORTH 46°58'21" EAST 11.09 FEET TO THE SOUTHERLY MOST CORNER OF THAT PARCEL SHOWN AS "PARCEL B" ON THAT SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 1611, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 45°55'44" WEST 200.00 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL B AND ALONG THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SAID WEST DESCHUTES AVENUE TO THE POINT OF BEGINNING.

CONTAINS 10,456 SQUARE FEET, MORE OR LESS



10-25-23

BINDING SITE PLAN 5674

TRACT R

LOT 37
N44°04'22"E 377.26'
S44°10'51"W 358.11'

TRACT T

LOT 38

N46°00'02"W 10.45'

W. DESCHUTES AVE

RSI
29723

LICENSE AREA
10,456 SQ FT
(TOTAL)

EXHIBIT MAP
CITY OF KENNEWICK RIGHT OF WAY
ENCROACHMENT PERMIT
PTN SE1/4 S32 T9N R29E W.M.
BENTON COUNTY, WASHINGTON

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S46°20'34"E	37.22
L2	S83°51'45"E	15.34
L3	N46°58'21"E	11.09
L4	S76°31'22"E	10.75

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	22.72	28.75	45°16'21"	S13°53'52"W	22.13
C2	17.78	32.05	31°46'41"	S65°41'16"E	17.55
C3	15.07	108.85	7°56'03"	S87°49'47"E	15.06
C4	15.62	121.95	7°20'23"	S80°11'34"E	15.61
C5	13.03	30.16	24°44'39"	S64°09'03"E	12.93
C6	22.99	133.73	9°50'58"	S46°51'14"E	22.96

LICENSE AGREEMENT - Page 6

EXHIBIT MAP



LICENSE AGREEMENT AREAS
10,456 SQUARE FEET

CROSSWIND BLVD.

W. DESCHUTES AVE.

W. DESCHUTES AVE.

Council Agenda Coversheet 	Agenda Item Number: 4.i. Council Date: 12/19/2023 Agenda Item Type: Contract/Agreement/Lease Subject: Columbia Center Blvd Widening Department: Public Works Ord/Reso # Contract # Project # P2403 Permit #	Category: Consent Agenda
<u>Recommendation</u> That City Council authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Planning/Preliminary Engineering Funds for the Columbia Center Blvd (Deschutes to Quinault) Widening Project. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Planning/Preliminary Engineering Funds for the Columbia Center Blvd (Deschutes to Quinault) Widening Project. <u>Summary</u> Staff was successful in acquiring a Federal Grant through the Surface Transportation Block Group program for Planning, Preliminary Engineering and purchase of Right-Of-Way for widening Columbia Center Blvd from Deschutes Ave to Quinault Ave. The proposed improvements (<i>PHASE 3 per attached map</i>) include adding a third lane for both north-bound and south-bound through-traffic, upgrading the signals at both Okanogan and Grandridge Blvd, improving traffic channelization, add retaining walls, improve lighting and pedestrian movement. In preparation for this work, the Deschutes Ave intersection (<i>PHASE 1</i>) is currently being reconstructed and estimated to be complete late Spring 2024. The Quinault Ave intersection (<i>PHASE 2</i>) is currently in design and is anticipated to be under construction in the Summer of 2024 as well. A significant part of the Planning phase for the Columbia Center Blvd Widening project will be outreach to the local businesses that will be impacted by this project. The attached agreement is only for the Planning/Preliminary Engineering phase, which is estimated at \$770,000 with the majority of the work being completed by a consultant. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project. Staff will request funding for the Right of Way phase at a later date when the project is far enough along to determine acquisition needs. <u>Alternatives</u> None. <u>Fiscal Impact</u> Urban Arterial Street Fund: \$104,000 Federal Match: \$666,000		
<u>Attachments:</u> 1. Agreement 2. Prospectus 3. Map		



Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Columbia Center Blvd. Widening

Length 0.75 Miles

Termini W. Deschutes Ave. to W. Quinault Ave.

Description of Work

Construct new 3rd northbound and southbound through lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications.

Project Agreement End Date 12/31/27

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	25,000.00	3,375.00	21,625.00
86.5 %	b. Other Consultant	744,000.00	100,440.00	643,560.00
Federal Aid	c. Other			
Participation	d. State Services	1,000.00	135.00	865.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	770,000.00	103,950.00	666,050.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	770,000.00	103,950.00	666,050.00

Agency Official

By

Title Mayor, City of Kennewick

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

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

- (1) The requisite federal 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 is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



Local Agency Federal Aid Project Prospectus

		Prefix	Route	()	Date 12/19/2023	
Federal Aid Project Number	STBGUL		3409			DUNS Number 040187544
Local Agency Project Number	P2403		(WSDOT Use Only)		Federal Employer Tax ID Number 91-6001253	

Agency City of Kennewick		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title Columbia Center Blvd. Widening			Start Latitude N 46.21257 End Latitude N 46.22305		Start Longitude W 119.22553 End Longitude W 119.22377	
Project Termini From-To W. Deschutes Ave. W. Quinault Ave.			Nearest City Name Kennewick			Project Zip Code (+4) 99336-0108
Begin Mile Post	End Mile Post	Length of Project App. 0.75 Miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton	
WSDOT Region South Central Region		Legislative District(s) 8		Congressional District(s) 4		Urban Area Number 4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$770,000	\$104,000	\$666,000	Jan.	2024
R/W	\$2,300,000	\$310,500	\$1,989,500	Jan.	2025
Const.					
Total	\$3,070,000	\$414,500	\$2,655,500		

Description of Existing Facility (Existing Design and Present Condition)
 Roadway Width 60'
 Number of Lanes 5 Lanes
 Currently four lanes (2 NB/2SB) with center turn lane and median islands. Several commercial driveways exist on this facility. There are two signalized intersection; one at Grandridge and one at Okanogan.

Description of Proposed Work
 Description of Proposed Work (Attach additional sheet(s) if necessary)
 Construct new 3rd northbound and southbound through lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications.

Local Agency Contact Person Heath Mellotte		Title Design Services Manager		Phone 509-585-4287	
Mailing Address PO Box 6108		City Kennewick		State WA	Zip Code 99336-0108

Project Prospectus	By	
	Approving Authority	
	Title Cary M. Roe, PE Public Works Director	Date 12/12/23

Agency City of Kennewick	Project Title Columbia Center Blvd. Widening	Date 12/19/2023
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width 84' plus	Number of Lanes 7
☒ New Construction ☐ Path / Trail ☐ 3-R ☒ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R ☐ Railroad ☐ Parking ☐ Other ☐ Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☒ Minor Arterial
	☒ Urban	☐ Collector
	☐ Rural	☐ Major Collector
	☐ NHS	☐ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	35	30 MPH
Design Speed	35	30 MPH
Existing ADT	24,151	
Design Year ADT	39,700	
Design Year	2040	
Design Hourly Volume (DHV)	3,970	

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick Engineering and Consultant	Others 95 %	Agency 5 %
Construction Will Be Performed By Lowest Bid Contractor	Contract 100 %	Agency 0 %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☐ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency City of Kennewick	Project Title Columbia Center Blvd. Widening	Date 12/19/2023
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Right of Way

☐ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☒ Right of Way Needed ☒ No Relocation ☐ Relocation Required
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Utilities

- ☐ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☒ All utility work will be completed in coordination with the construction contract

Railroad

- ☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

City will coordinate with local PUD, telecommunications, cable and irrigation for utility relocations and adjustments.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Kennewick

Date

By _____ Mayor/Chairperson

Columbia Center Blvd Widening:

Quinault Ave to Deschutes Ave



February 25, 2019

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

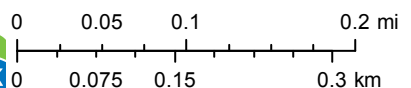
1 inch = 600 feet

1:7,200

StreetName



StructureBridge



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Council Agenda Coversheet	Agenda Item Number: 7.a. Agenda Item Type: Contract/Agreement/Lease Subject: Cable Bridge Lighting ILA Department: City Manager Ord/Reso # Project #	Council Date: 12/19/2023 Category: Consent Agenda
	Contract # Permit #	
<u>Recommendation</u> Staff recommends that Council authorize the City Manager to sign the Cable Bridge Interlocal Agreement. <u>Motion for Consideration</u> I move to authorize the City Manager to sign the Cable Bridge Interlocal Agreement. <u>Summary</u> Over the past several years, the Tri-City region has been discussing the option to upgrade the cable bridge lighting to allow LED lights and provide tourism opportunities similar to other communities like Portland and Minneapolis. VIsit Tri-Cities agreed to facilitate this discussion with the jurisdictional partners, which has resulted in the attached draft interlocal agreement. The concept is to seek grant funding and raise funds for the actual construction of the lighting. The first step in the process is to hire a design consultant to provide the following: • Review WSDOT As-Builts to assess the current state of the lighting system • Preliminary Equipment List & Work Items to identify the components and list of work items required to facilitate the installation of a new LED lighting system • The Cost Estimate will be provided to encompass all expenses associated with procurement and installation of the project. • Promotional Visual Representation illustrating the potential for aesthetic transformation to garner support for the project and fund raising efforts This first phase of the project would be funded in partnership with the City of Pasco, Port of Pasco and Port of Kennewick and would not exceed \$30,000 to be paid by the City of Kennewick without prior approval from Council. The attached white paper and presentation describe the background, status and path forward for this project, which will involve volunteerism and fund raising from the community. <u>Alternatives</u> None Recommended. <u>Fiscal Impact</u> The fiscal impact is up to \$30,000 by the City of Kennewick for this phase of the project without additional approval from the City Council.		
<u>Attachments:</u> 1. ILA 2. White Paper 3. Presentation		

INTERLOCAL COOPERATIVE AGREEMENT

FOR CABLE BRIDGE ILLUMINATION UPDATE

BY THIS LOCAL COOPERATIVE AGREEMENT entered into this _____ day of _____, 20____, between the City of Pasco, Washington, a Washington Municipal Corporation ("**Pasco**"), the City of Kennewick, Washington, a Washington Municipal Corporation ("**Kennewick**"), the Port of Pasco , a Municipal Corporation ("**Port of Pasco**"), and Port of Kennewick, a Municipal Corporation ("**Port of Kennewick**") and collectively referred to as "**Parties**", do hereby enter into the following **Agreement**. Pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as set forth below.

Section I – Project Description

I.I Purpose

The purpose of this **Agreement** is to facilitate the modernization and enhancement of the lighting system for the Pasco - Kennewick Intercity Cable Bridge ("**Bridge**") to promote tourism and economic development ("**Project**"). The existing lighting system of the Bridge shall be replaced with state-of-the-art LED lighting fixtures. These fixtures will allow for dynamic and programmable lighting effects, controlled remotely from an offsite computer program.

I.II Background

1. The **Bridge**, due to its distinctive design, has long served as a symbol of this region, particularly during the "Year of the River" in 1998.
2. The **Bridge's** illumination is seen as a unique opportunity to enhance the aesthetic beauty of the river setting. The installation of modern LED lighting will transform the **Bridge** into a visual attraction, creating a striking image that complements the symbolic role it holds for the Tri-Cities region.
3. This project represents a collaborative effort among the parties to revitalize the **Bridge's** lighting system for the mutual benefit of the Tri-Cities region.
4. The **Parties** are acting pursuant to their authorities to promote tourism and economic development within their respective boundaries.

I.III Project Scope

The scope of this Agreement shall encompass the following:

1. **Design and Specifications:** The design and specifications for the Project shall be provided by **ENGINEERING FIRM**, hereinafter referred to as the "**Design Consultant**", and shall be responsible for the following scope of work:

- **Review of Washington State Department of Transportation (WSDOT) As-Built:** The Design Consultant shall conduct a comprehensive review of the WSDOT as-built documents to assess the current state of the lighting system on the Pasco - Kennewick Intercity Cable Stay Bridge.
- **Preliminary Equipment List and Work Items:** Based on the findings from the as-built review, the Design Consultant shall formulate a preliminary equipment list, detailing the necessary components and a list of work items required to facilitate the installation of the new LED lighting system Project.
- **Cost Estimate:** The Design Consultant shall provide a detailed cost estimate for the entire Project. This estimate shall encompass all expenses associated with the procurement and installation of the Project, as well as any additional costs related to the Project's execution.
- **Promotional Visual Representation:** The Design Consultant shall create a promotional visual representation illustrating the potential aesthetic transformation of the **Bridge** with the implementation of the new LED lighting system. This visual representation shall serve as a promotional tool to garner support for the project and demonstrate its potential impact on the region's landscape.

The design and specifications developed by the Design Consultant, encompassing the above elements, will be shared with all Parties to this Agreement for their timely review and approval.

I.IV Fundraising Efforts

The scope of fundraising efforts shall include, but shall not be limited to, the following objectives:

- **Community Involvement:** Encourage the active participation of local businesses, citizens, and community organizations in supporting the project through financial contributions, sponsorships, and volunteer efforts.
- **Fundraising Campaign:** Plan, coordinate, and execute a comprehensive fundraising campaign that engages the community, conveys the significance of the project, and provides clear avenues for financial support.
- **Funds Allocation:** Allocate the funds raised from the community towards the overall project cost, with the goal of funding the entire project through a combination of public and private contributions.
- **Transparency:** Maintain transparency in all fundraising activities, accounting for all funds collected and expended, and providing regular updates to the community and the involved parties.

The **Parties** understand the value of the **Bridge** as an iconic symbol of the community and its potential to unite local residents, businesses, and stakeholders and to promote tourism and economic development in their respective jurisdictions. To leverage this iconic status, the **Parties** commit to dedicating reasonable efforts and resources towards achieving the Project's financial goals through fundraising efforts.

The **Parties** shall collaborate with local organizations, civic groups, and institutions to facilitate community engagement and fundraising activities. They shall work collectively to identify and reach out to potential donors and supporters within the community.

This commitment to fundraising efforts and community engagement aligns with the vision of using local support to contribute to the funding of the entire Project cost. The **Parties** will actively seek to leverage the iconic significance of the **Bridge** to foster local pride and garner financial support from the community.

I.V Funding

The **Parties** acknowledge the importance of securing funding for this Project, and they are committed to its success. In furtherance of this commitment, each Party agrees to provide an initial funding contribution. The details of each Party's contribution shall be as follows:

- **Pasco:** \$25,000
- **Kennewick:** \$25,000
- **Port of Pasco:** \$25,000
- **Port of Kennewick:** \$25,000

The purpose of this initial funding is to secure the resources required for obtaining a comprehensive and accurate cost estimate, which will serve as the foundation for initiating and facilitating the broader fundraising efforts. It is intended to not only support the development of an accurate Project budget but also to establish the fundraising campaign within the local community. The **Parties** shall closely coordinate their efforts to maximize the effectiveness of these fundraising activities. Port of Pasco and Port of Kennewick will have no further funding obligations under this Agreement.

In the event Project costs are higher than projected, the cities of Pasco and Kennewick will assume excess Project costs not to exceed 10% over the initial funding of \$100,000. Project costs in excess of the 10% contingency require written approval by the Cities in the form of an addendum to this Interlocal Agreement.

The Port's payment will be made within thirty days of receipt of invoice from City of Pasco.

If the Project is abandoned, then this Agreement shall be of no further force or effect.

SECTION II: PROJECT IMPLEMENTATION

II.I Administrative /Lead Agency

For the purpose of RCW 39.34, **Pasco** shall serve as the administrative/ lead agency responsible for overseeing the implementation of this Project and for securing all necessary permits and certifications required for its successful completion.

II.II Procurement and Project Execution

1. **Pasco** shall be responsible for procuring all services and materials required to execute this Project in strict accordance with the design and specifications outlined in Section I and in accordance with RCW requirements governing Professional Services and Public Works.
2. Pasco shall collect Project funds contributed by the Parties for this first phase of the Project and disburse such funds as described in this Agreement.
3. Once the design, equipment list, cost estimates, promotional visual representation and fundraising is complete, the Project shall be carried out using modern LED lighting technology as detailed in the design and specifications provided by **ENGINEERING FIRM and approved by the Parties**.

II.III Project Timeline

The target date for the completion of the Project under this **Agreement** shall be **TARGET DATE**. However, under no circumstances shall the Project extend beyond the deadline of **DEADLINE DATE** without the mutual consent of the **Parties**.

SECTION III: TERM OF AGREEMENT

The term of this **Agreement** shall commence on the date of its execution by all **Parties** i. The termination date for the installation of the illumination system shall be **SPECIFY DATE**, or upon the satisfactory completion and acceptance of the Project work outlined within this Agreement, unless otherwise modified, terminated, or extended by mutual agreement of the **Parties**. Any Party may terminate their participation in this Agreement by giving thirty (30) days written notice to all Parties at the addresses set forth below. A Parties' termination shall not relieve it of its funding obligation set forth in Section I.V Funding herein above.

SECTION IV: OWNERSHIP OF IMPROVEMENTS

All enhancements resulting from this Project shall constitute permanent fixtures on the **Bridge**, which is property owned by the State of Washington Department of Transportation.

SECTION V: MODIFICATIONS AND AMENDMENTS

This **Agreement** may only be modified, altered, or amended through written agreement executed by the then-current **Parties** to this **Agreement except as set forth in Section III**.

SECTION VI: MAINTENANCE

Upon the Project's completion and acceptance by the Parties, the ongoing operational and maintenance expenses shall initially be covered by eligible funding, as may be made available by the State of Washington. Any remaining costs shall be divided equally between Pasco and Kennewick.

SECTION VII: INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or continuous funds are expected or required for the construction, maintenance, and operation of this Project. There is no intention to establish a separate legal entity for the cooperative Project, nor to require the holding or disposition of real or personal property. The Pasco Public Works Director shall be designated as the Administrator of the Project.

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this Agreement.

This Agreement has been reviewed and revised by legal counsels for each Party, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

A copy of this Agreement shall be recorded with the Auditor of each County within which any Party is located or shall be posted to each Parties' web site as provided by law,

Except as provided herein, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.

SECTION VII: SEVERABILITY

If any term or condition of this **Agreement**, or its application to any person or circumstance, is found to be invalid, such invalidity shall not affect the validity of the other terms, conditions, or applications of this **Agreement** that can be given effect without the invalid provision. Consequently, the terms and conditions of this **Agreement** are considered severable.

SECTION IX: INDEMNIFICATION

Each Party shall undertake the defense, indemnification, and hold harmless of the others from any claims, damages, causes of action, or judgments arising due to the negligent or intentional actions of their agents, employees, or officers.

Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.

The provisions of this Section IX shall survive any termination or expiration of this Agreement.

SECTION X: ENTIRE AGREEMENT

This **Agreement** comprises the entirety of the terms and conditions agreed upon by the Parties. All documents referred to by incorporation are attached as exhibits. No other understandings, whether oral or otherwise, relating to the subject matter of this **Agreement**, shall be deemed to exist or bind any of the **Parties**.

This **Agreement** shall be construed and enforced in accordance with the laws of the State of Washington, and its validity and performance shall be governed by these laws. In the event of any legal action arising from this **Agreement**, the venue shall be the Superior Court in the County of Franklin, State of Washington.

SECTION XI: NOTICE ADDRESSES

All notices given pursuant to this Agreement shall be deemed delivered to the respective Party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

ENTITY:
Attention:
Email:
Address

XII. RECORDS AND AUDIT.

During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF KENNEWICK:

_____, City Manager

Date: _____

Approved as to form:

City Attorney

PORT OF KENNEWICK:

Tim Arzen, CEO

Date: _____

Port Legal Counsel

CITY OF PASCO:

_____, City Manager

Date: _____

Approved as to form:

City Attorney

PORT OF PASCO

_____ CEO

Date: _____

Port Legal Counsel

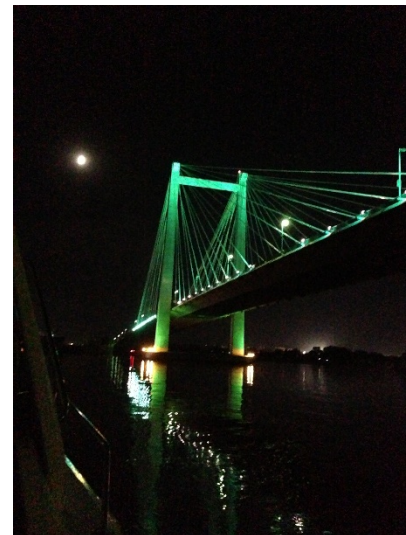
Light Up The Cable Bridge Project

Inspired by other cities that have turned bridges, buildings and arenas into community features, this proposal is to install a new, state-of-the art lighting system on the Ed Hendler Pasco/Kennewick cable bridge. Updating the 20-year-old lighting to new energy efficient lighting technology will modernize the bridge, enhance the architectural features, and truly make the bridge an icon for our communities.

The Benefits are Numerous

Energy Efficiency Lights served by Clean Energy

- The bridge's antiquated lighting is long overdue to be updated with energy efficient, cost saving LED light technology that uses clean, green energy (hydro, nuclear and wind) served by the local public utility district. The bridge, located over the Columbia River, is a representative for the clean energy our community promotes.



Supports Tourism and Economic Development

- The lighting will provide a tourism draw and raise economic development awareness about Tri-Cities, specifically Clover Island, Osprey Point, parks and the river trails on both sides of the river, community and business developments. The bridge connects the two cities visually and esthetically raising awareness of the value of the Columbia River system for our economic livelihood and tourism.
- Cities and businesses across the nation have taken advantage of new lighting technology to build promotional and economic development opportunities. Examples include:
 - The Space Needle's updated lighting has successfully provided this icon addition positive publicity in both traditional and online media for both the Space Needle and the City of Seattle.
 - Scottsdale AZ turned a canal into a vibrant "waterfront" business corridor and promotes the area through the annual Scottsdale Light Convergence Festival featuring lighting on bridges and businesses.

Cost Effective and Efficient

- The current old technology is very limited. To change the color of the lights, a colored glass plate must be manually installed over each light making it labor intensive, disruptive to road and river traffic and expensive. A new lighting system is computer operated enabling the colors of the lights to be easily changed for promotional and artistic opportunities.
- Events can be developed related to the bridge lighting. In Portland, 14 bridges on the Willamette River have installed lighting which inspired the annual Portland Winter Light Festival. This event has around 40,000 attendees and has generated an estimated \$4.4 million economic impact over nine years.
- The creative ideas are tremendous - the bridge could be lit for raising awareness for various causes, holidays, events, school occasions.

Support is Growing

- A small group of people reached out to community leaders, organizations and interested citizens. They met with representatives from the cities, ports and PUDs and the response was positive. The City of Kennewick, City of Pasco, Port of Pasco, Port of Kennewick developed an interlocal agreement which is in the process of being presented for approval. Visit Tri-Cities provides oversight on this process. The agreement, totaling \$100,000, is for a consultant to assess the current system, provide a work list of items needed and a cost estimate for the project. A scope of fundraising objectives will also be developed.

Background

The Cable Bridge was built by the Cities of Pasco and Kennewick in 1978 and maintained by the Wash. State Dept. of Transportation. The current 44 lights located at the base of the cables, were installed in 1998 and paid for by the Cities of Kennewick and Pasco, Ports of Pasco and Kennewick, Benton PUD and Franklin PUDs. The cost was approx. \$300,000.

For more info: Kathy Lampson 509-547-1097, Karen Miller 509-430-4838, Deb Culverhouse 509-531-2254

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Light Up Our Icon

Here's a bright idea...

Update the Cable Bridge with new technology

Project Concept



Inspired by other cities who have turned bridges, buildings and arenas into artistic features, this proposal is to install a new, state-of-the art lighting system on the Ed Hendler Pasco/Kennewick cable bridge.

Draft document as of 9/21

Why...

- Enhance the architectural design.
- Update antiquated lighting with energy efficient LED technology.
- Provide a tourism draw to the Tri-Cities, specifically Clover Island, Osprey Point and the river trails on both sides of the river.
- Highlight Osprey Point, Clover Island and other nearby Port of Pasco and Port of Kennewick projects.
- Connect the two cities visually and esthetically.
- Raise awareness of the value of the Columbia River system.
- Provide a revenue stream for lighting the bridge for special occasions.



The Tilikum Crossing Bridge, located in Portland OR

The dim challenge

The current white spotlights were a nice enhancement to the bridge when installed over 20 years ago, however the old technology limits the lighting capabilities.

Currently, to change the color of the lights, a plastic colored plate must be installed over each light making it labor intensive and expensive.

The bright solution

- A new lighting system with new LED technology will enable the lights to be easily changed for promotional and artistic opportunities.
- The new computer operated system takes minutes to change the lights multiple colors.
- The lights can be changed daily, weekly or monthly. An affordable fee would be charged to help offset the cost of the system.
- The creative ideas are tremendous -
 - Raising awareness for various causes (i.e. pink for breast cancer month)
 - School occasions (i.e. High school homecomings featuring the school colors.
 - Holidays (imagine red, white and blue lights for 4th of July and red, white and green for Cinco de Mayo)
 - Annual Light Festival (like Portland)



Bridge located in Minneapolis lit up in honor of Minnesota National Guard soldiers - MDOT



The Tilikum Crossing Bridge, located in Portland OR



The Lowry Bridge located in Minneapolis, MN

Cost of the project

- Approx. \$xxx.xxx – Includes:
- Life of the lights/upkeep cost
- Annual cost estimate compared to current annual cost
- Ease of operation/very little staff time

Technical Information

- 144 lights are currently on the bridge- one per cable
- Lights life are approx. 8,000 days @ 12 hours a night.
- 5 year warranty
- Useful lifetime - 70% output

PROS and CONS



Could LED Lighting benefit the TC's?

Incorporating Light Emitting Diode (LED) bridge lighting can be beneficial to a community. It offers a wide variety of advantages, new opportunities, and some much-needed upgrades. Adding LED lighting could be challenging as it will take a bit of a collaborative process, but the upside that it provides a community is priceless and offers a community a chance to strengthen its identity. It can capture the attention of hundreds and thousands of people and provides an opportunity for the community to still preserve the historic aspect of the structure.

- LED lighting sends a clear message of sustainability using 85% less energy than traditional lighting. At a maximum power consumption, a typical night uses the same amount of energy as two hair dryers being used.
- LED lighting is on the verge of becoming the main component of Li-Fi and may potentially replace Wi-Fi in commercial construction.
- It offers much more than "eye candy" to visitors - it provides added benefits for existing community members.
- San Francisco added LED to their bridges in 2013. This project supported 88 jobs and contributed \$10 million to the city's GDP while boosting the economy by \$97 million.
- Portland's annual Festival of Lights in February brings visitor revenue of >\$2 million during a slow tourist month and engages local artists, schools, and businesses.



Why is LED bridge lighting challenging to implement?

- LED lighting is expensive, invasive, and be a large obstacle for communities to consider.
- Starting roughly at \$2 million dollars, it can take many years for a community to finance.
- Updating a community bridge can provide several logistical challenges.
- Department of Transportation has to carefully analyze traffic patterns to not disrupt traffic flow during the update.
- The bridge spans are connecting two cities and two counties.
- Disruption to traffic below the bridge is also a concern as barge traffic uses below deck lighting to navigate the water at night.

- It will require a local team and the expertise of light designers to combine their expertise to provide a conceptual plan and complete such a project.

However, data points to the cost being worth every penny.

Reduced energy consumption, new jobs, and an increase in our community GDP are positive results of the LED lights illuminating the cable bridge in a dazzling display of vibrant colors.

And... other bridges over the Columbia could also be lit up in the future.

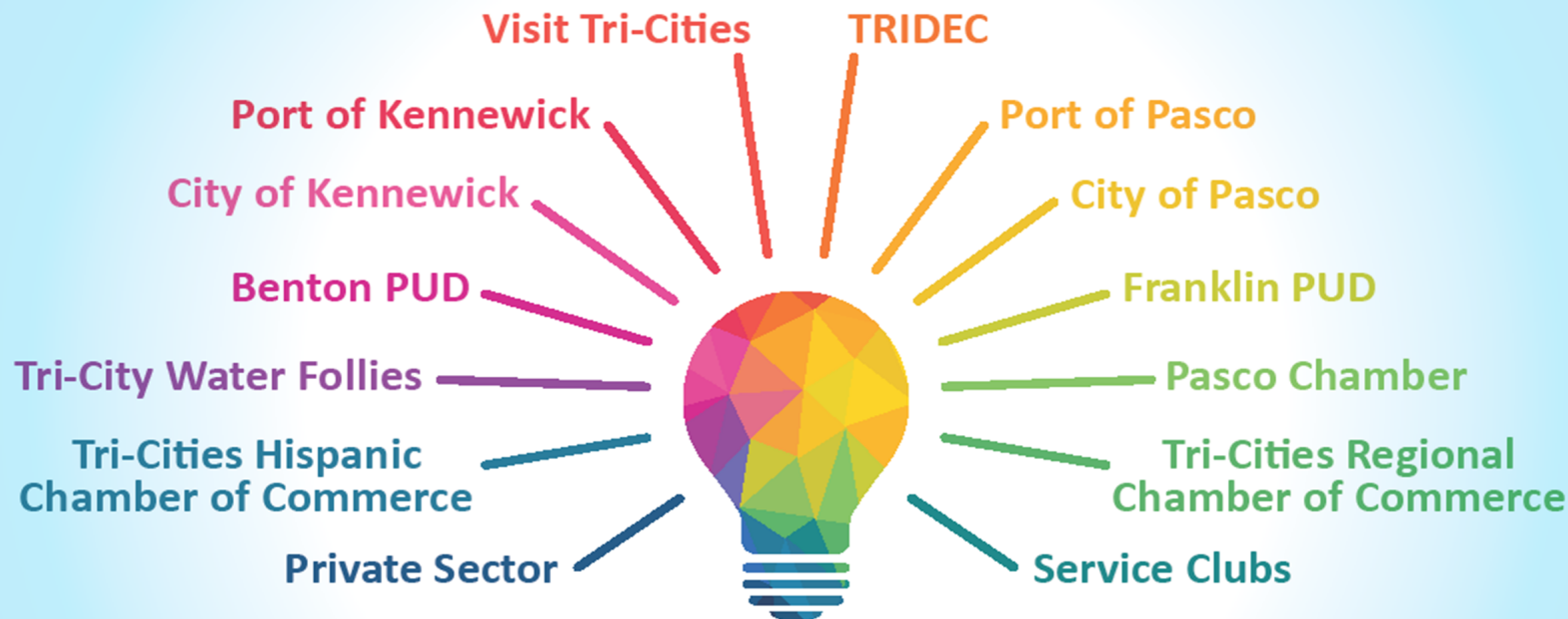
Fundraising

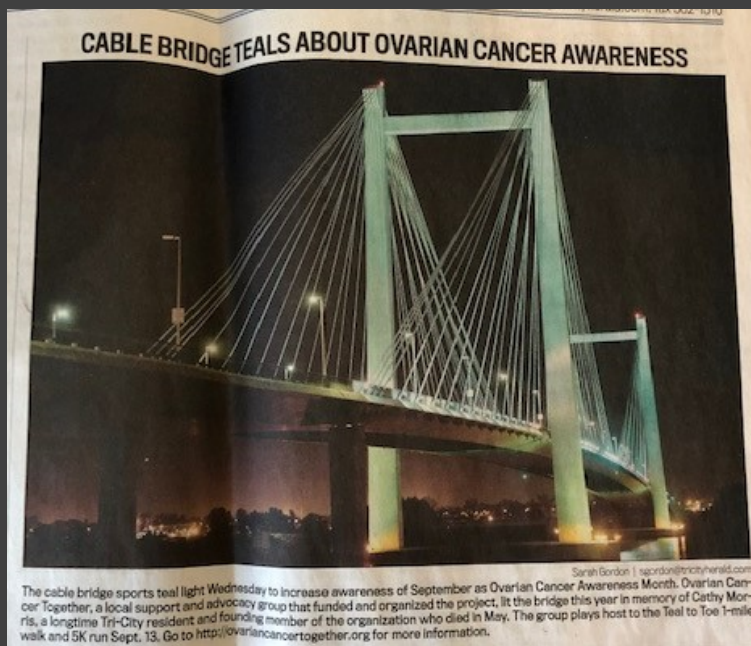
- Representatives from Cities, Counties, Ports, PUDs, local organizations.
- Interested citizens
- Pursue grant opportunities.

Operational responsibilities

- Operation of the lights.
- Determining the fee per day/per month and billing.
- Maintenance of the lights and system.
- Promotion of the lighting projects.
- Possible Annual Light festival featuring the bridge and other lighted structures throughout the community.
- Operations can be set up at nearby office space, perhaps either city or a Port office. Nominal staff time.

Light Up Partners

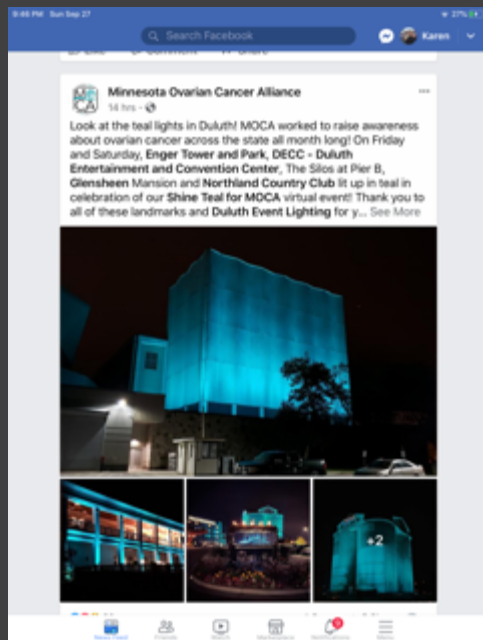




Background

In 2013 Ovarian Cancer Together, a local nonprofit support group, was the first group to pursue changing the bridge lights copying the Minnesota Ovarian Cancer Association who spearheaded lighting a bridge in Minneapolis. The lights were changed to teal-blue for the month of September. The media coverage was tremendous. The cost at the time was \$5,000 and paid for by a business sponsorship and a few generous contributors. Other local organizations have wanted to use the bridge lights to raise awareness for their cause but have been unable to because of the cost and difficulty.

Other cities have installed lighting systems to bridges and buildings including Portland, OR. There are now 14 bridges on the river through Portland that have a colored light system. The annual Portland Light festival was created to highlight the lights on the bridges and is coordinated with businesses located on the river for three nights in February. It has a budget of 1.4 million and 40,000 attendees. The Festival is managed by a separate committee from the operations organization.



Thank you!

For more information:
