



City Council Regular Meeting Agenda

July 2, 2024 at 6:30 PM

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

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

2. VISITORS

This is an opportunity for visitors to share their perspective regarding any item on the agenda. Comments may not exceed three minutes.

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.

- a. **Meeting Minutes: June 18, 2024, City Council Regular Meeting**
Motion to approve the minutes of the June 18, 2024, meeting as presented.
- b. **Meeting Minutes: June 25, 2024, City Council Workshop Meeting**
Motion to approve the minutes of the June 25, 2024, City Council workshop meeting as presented.
- c. **Payroll Roster: For the Pay Period Ending 06/15/2024**
Motion to approve the Payroll Roster for the pay period ending 06/15/2024.
- d. **Final Plat: Apple Valley Phase 7A, SUB-2024-0005**
Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Apple Valley Phase 7A, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.
- e. **Contract: Interlocal Agreement with Benton Conservation District for Habitat Mitigation**
Motion to authorize the Mayor to sign the interlocal agreement.
- f. **Contract: Amending the Light Industrial Area Utilities Extensions Design Contract with J-U-B Engineers, Inc.**
Motion to authorize the City Manager to sign the Supplemental Agreement No. 5.
- g. **Contract: Amending the WWTP Phase 2 Upgrades - Owners Rep Contract with J-U-B Engineers, Inc.**
Motion to authorize the City Manager to sign Supplemental Agreement No. 3.
- h. **Contract: Zone 2 East Olympia Transmission Main Design Contract with J-U-B Engineers, Inc.**
Motion to authorize the City Manager to sign the professional services agreement.

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.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance: Annexation of 2107 S Clodfelter Road, AZ-2024-0001, Ranchland Homes, LLC,
 - 1) Ordinance: Garbage Franchise with Basin Disposal for AZ-2024-0001, Ranchland Homes, LLC

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. VISITORS

This is an opportunity for visitors to share their perspective regarding topics of a general nature. Comments may not exceed three minutes.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

Council Agenda Coversheet	Item Number: 4.a. Date: 7/2/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: June 18, 2024, City Council Regular Meeting Department: Management Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the June 18, 2024, meeting as presented. <u>Summary</u> The Deputy City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
June 18, 2024**

City Council Present – In Person:

Gretl Crawford, <i>Mayor</i>	Jason McShane, <i>Councilmember</i>
Chuck Torelli, <i>Mayor Pro Tem</i> (<i>appearing remotely</i>)	Jim Millbauer, <i>Councilmember</i> (<i>appearing remotely</i>)
Loren Anderson, <i>Councilmember</i>	John Trumbo, <i>Councilmember</i>
Brad Beauchamp, <i>Councilmember</i>	

City Staff Present:

Erin Erdman, <i>City Manager</i>	Dan Legard, <i>Finance Director</i>
Anthony Muai, <i>Planning Director</i>	Krystal Townsend, <i>City Clerk</i>
Christina Palmer, <i>Mgmt Svcs Director</i>	Brandi Ralston, <i>Deputy City Clerk</i>
Lisa Beaton, <i>City Attorney</i>	Jeremy Lustig, <i>Utility Services Manager</i>
Cary Roe, <i>Public Works Director</i>	Dana Dollarhyde, <i>Lead Communications Specialist/Executive Assistant</i>
Chris Guerrero, <i>Police Chief</i>	
Chad Michael, <i>Fire Chief</i>	
Nick Farline, <i>Parks & Planning Director</i>	

1. CALL TO ORDER

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

Chief Guerrero led the Pledge of Allegiance.

Recognition: Tyrone Lafiette McCullough, Pre-Trial Diversion Program Graduate: Mayor Crawford honored Tyrone Lafiette McCullough for being the first person to complete Pretrial Diversion Program in Benton County. Mr McCullough spoke to his success with the Pretrial Diversion Program.

Retirement Service Recognition: Meg Coleman: Councilmember Anderson honored Meg Coleman with a plaque for her dedicated 37 years of service to the City of Kennewick and the Finance Department.

Retirement Service Recognition: Michele Hamada: Councilmember Beauchamp honored Michele Hamada with a plaque for her dedicated 37 years of service to the City of Kennewick and the Finance Department.

Retirement Service Recognition: Aaron Clem: Mayor Crawford honored Commander Clem with a plaque for his dedicated 28 years of service to the City of Kennewick and the Kennewick Police Department. Commander Clem reflected on the significant impact his time as an officer had on his life. He introduced and expressed gratitude to his wife and children, while also appreciating his fellow KPD colleagues and City Council.

At 6:43, p.m., in honor of the recognitions, the Mayor called a 10-minute recess and resumed the meeting at 6:54 p.m.

2. VISITORS: None

3. APPROVAL OF AGENDA

Mayor Pro Tem Torelli asked to remove item 4a - Meeting Minutes: May 17 & 18, 2024, City Council Retreat.

MOTION: Mayor Pro Tem Torelli moved to approve the agenda as amended.

SECOND: Councilmember Anderson

DISCUSSION: None.

VOTE: The motion passed unanimously (7-0).

4. CONSENT AGENDA

b. Meeting Minutes: June 4, 2024, City Council Regular Meeting

Motion to approve the minutes of the June 4, 2024, meeting as presented.

c. Meeting Minutes: June 11, 2024, City Council Workshop Meeting

Motion to approve the minutes of the May 28, 2024, meeting as presented.

d. Claims Roster: May 2024

Motion to approve the Claims Roster for May 2024 in the amount of \$6,278,618.10, comprised of electronic payments and check numbers 314713-315102.

e. Claim Roster: Toyota Center Operations and Box Office Accounts

Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for April 2024 in the amount of \$571,194.99 comprised of check numbers 27258-27338 in the amount of \$103,337.25 and electronic transfers in the amount of \$467,857.74.

f. Claims Roster: Columbia Park Golf Course Account

Motion to approve the Claims Roster for May 2024 in the amount of \$57,113.74, comprised of electronic payments and check numbers 2816-2819 and 317-318.

g. Payroll Roster: For the Pay Period Ending 05/31/2024

Motion to approve the Payroll Roster for the pay period ending 05/31/2024.

h. Final Plat: Peach Farm Subdivision SUB-2024-0007

Motion to authorize the Mayor (or in her absence, the Mayor Pro Tem) to sign the Final Plat of the Peach Farm subdivision, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

i. Grant: Pedestrian Safety Improvements (Clearwater/Johnson & Olympia/36th Ave) - TIB Funding Agreement

Motion to authorize the City Manager to sign the grant agreement to receive Washington State Transportation Improvement Board funding for the Pedestrian Safety Improvements (Clearwater/Johnson & Olympia/36th Ave) project.

j. Declaration of Right of Way Deed: Parcel # 1-1789-200-0001-016

Motion to authorize the Mayor to sign the Declaration of Right of Way deed at Parcel # 1-1789-200-0001-016

MOTION:	Councilmember Anderson moved to approve the consent agenda as presented.
SECOND:	Councilmember McShane
VOTE:	The motion passed unanimously (7-0).

5. ORDINANCES/RESOLUTIONS:

- a. **Ordinance: Amending KMC 2.04.047 to Accept Public Comment at Workshop Meetings**
Krystal Townsend, City Clerk, provided a staff report. Ms. Townsend, Ms. Erdman and Ms. Beaton responded to Council questions and provided clarifying information.

Ms. Ralston read the ordinance title into the record:

ORDINANCE 24-6055: AN ORDINANCE RELATING TO CITY COUNCIL AND AMENDING SECTION 2.04.047 OF THE KENNEWICK MUNICIPAL CODE

MOTION:	Councilmember Anderson moved to adopt the ordinance as presented.
SECOND:	Councilmember Trumbo
DISCUSSION:	Council discussed the pros and cons of the ordinance.
VOTE:	The motion passed unanimously (7-0).

- b. **Resolution 24-01: Resolution: The Fire Department's Recommended Updated Service Delivery Objectives and Response Time Performance Measures**

Chad Michael, Fire Chief, provided a staff report. Chief Michael responded to Council questions and provided clarifying information.

MOTION:	Councilmember Trumbo moved to adopt the resolution as presented.
SECOND:	Councilmember Anderson
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

6. PUBLIC HEARING: None

7. NEW BUSINESS:

- a. **Proposed 2024 Comprehensive Plan Amendments**

Anthony Muai, Community Planning Director, provided a staff report on CPA-2024-0001, CPA-2024-0002, CPA-2024-0003 and CPA-2024-0004. Mr. Muai responded to Council questions and provided clarifying information.

MOTION:	Councilmember Anderson moved to process CPA-2024-0001, CPA-2024-0002, CPA-2024-0003 and CPA-2024-0004.
SECOND:	Councilmember McShane
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

b. Water Treatment Plant Filter Membrane Procurement

Jeremy Lustig, Utility Services Manager, provided a staff report. Mr. Lustig and Mr. Legard responded to Council questions and provided clarifying information.

MOTION:	Councilmember Anderson moved to authorize the purchase of equipment from FilmTec Corporation/ Memcor in the amount of \$1,941,471.91.
SECOND:	Councilmember McShane
DISCUSSION:	Council discussed the purchase. Mr. Roe answered an additional question from Council.
VOTE:	The motion passed unanimously (7-0).

4.a. Meeting Minutes: May 17 & 18, 2024, City Council Retreat

(Moved from Consent Agenda)

Mayor Pro Tem Torelli stated he'd pulled the minutes because there was a factual error on page 3 concerning the number of green dots each councilmember received and that the Convention Center was missing one green dot. Krystal Townsend, City Clerk, agreed with the error in the original version and displayed a revised set of minutes with the correct information.

MOTION:	Councilmember McShane moved to approve the minutes as amended.
SECOND:	Mayor Pro Tem Torelli
DISCUSSION:	Council noted the importance of accurate meeting minutes.
VOTE:	The motion passed unanimously (7-0).

8. UNFINISHED BUSINESS: None.

9. VISITORS: None.

10. COUNCIL COMMENTS/DISCUSSION:

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

11. ADJOURNMENT: Mayor Crawford concluded the meeting at 8:15 p.m.

DRAFT

Brandi Ralston, CPRO
Deputy City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
<https://kennewickwa.new.swagit.com/videos/308382>

Council Agenda Coversheet	Item Number: 4.b. Item Type: General Business Item Subject: Meeting Minutes: June 25, 2024, City Council Workshop Meeting Department: Management Services	Date: 7/2/2024 Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends adopting the minutes as presented.		
<u>Motion for Consideration</u> Motion to approve the minutes of the June 25, 2024, City Council workshop meeting as presented.		
<u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration.		
<u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended.		
<u>Fiscal Impact</u> There is no fiscal impact.		
Attachments: 1. Minutes Draft		

CITY OF KENNEWICK
CITY COUNCIL
Workshop
June 25, 2024

City Council Present – In Person:

Gretl Crawford, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*

Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

City Staff Present:

Erin Erdman, *City Manager*
Anthony Muai, *Planning Director*
Christina Palmer, *Management Svcs Director*
Lisa Beaton, *City Attorney*
Cary Roe, *Public Works Director*

Chris Guerrero, *Police Chief*
Chad Michael, *Fire Chief*
Nick Farline, *Parks & Recreation Director*
Krystal Townsend, *City Clerk*

1. **CALL TO ORDER.** Mayor Crawford called the meeting to order at 6:30 p.m.
2. **CIVIC CENTER MASTER PLAN UPDATE.** Parks & Recreation Director Nick Farline provided a brief statement regarding the purpose of the presentation and the scope of the discussion. Mr. Farline introduced Bob Stowe, President and Owner of Stowe Development & Strategies. Council discussed the various options and needs. Mr. Stow provided a comprehensive update and, together with Mr. Farline, responded to Council inquiries. **No final disposition of this matter taken.**
3. **HB 1181: CLIMATE CHANGE AND RESILIENCY ELEMENTS.** Planning Director Anthony Muai updated Council on the new legislation and described various impacts to Kennewick and actions required. Mr. Muai responded to Council inquiries. **No final disposition of this matter taken.**
4. **ADJOURNMENT.** Mayor Crawford concluded the meeting at 8:01 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
<https://kennewickwa.new.swagit.com/videos/308948>

Council Agenda Coversheet	Item Number: 4.c. Date: 7/2/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Payroll Roster: For the Pay Period Ending 06/15/2024 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the Payroll Roster as presented. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 06/15/2024. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 06/15/2024 Total: \$2,666,242.22		
<u>Attachments:</u> 1. Roster		

Payroll Roster for Pay Period Ending 06/15/2024

All Departments:

City Attorney	28,308.79
City Council	5,202.50
City Manager	14,986.12
Civil Service	2,911.65
Community Planning	19,220.00
Economic Development	4,227.47
Engineering	62,671.54
Finance	65,492.34
Fire	114,120.01
Human Resources	17,786.90
Management Services	99,342.29
Non-Departmental	3,268.51
Parks, Recreation & Facilities	127,548.14
Police	530,427.57

Subtotal - General Fund**1,095,513.83**

BI-PIN	14,985.46
Building Safety	48,332.22
Community Development	3,343.30
Criminal Justice	76,201.97
Equipment Rental	13,084.78
Medical Services	434,820.72
Risk Management	4,102.07
Stormwater	19,424.93
Street	37,246.34
Water & Sewer	140,817.69

Subtotal - Other Funds**792,359.48****Total Salaries and Wages****1,887,873.31****Benefits**

Dental Insurance	23,993.59
DRS Retirement	132,931.39
Employee Assistance Program	52.96
Life Insurance	5,151.94
Long-Term Disability Insurance	6,085.20
Medical Expense Reimbursement Plan	3,337.50
Medical Insurance	343,306.28
Medicare	26,821.92
MissionSquare Deferred Compensation	83,581.11
Social Security (OASDI)	84,815.63
Vision Insurance	3,494.35
WA Paid Family & Medical Leave	3,835.91
Worker's Compensation Insurance	60,961.13

Total Benefits**778,368.91****Grand Total****\$2,666,242.22**

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,666,242.22 comprised of check numbers 77330 through 77359 and direct deposit numbers 225125 through 225578.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Item Number: 4.d. Date: 7/2/2024 Item Type: Final Plat Subject: Final Plat: Apple Valley Phase 7A, SUB-2024-0005 Department: Community Planning Permit # SUB-2024-0005	Category: Consent Agenda
		
Recommendation Staff recommends the City Council authorize the Mayor (or in her absence Mayor Pro Tem) to sign the Final Plat of Apple Valley Phase 7A, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. Motion for Consideration Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Apple Valley Phase 7A, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. Summary The Apple Valley Phase 7A Final Plat was submitted by PBS Engineering, c/o Alex Matarazzo. The plat consists of 24 lots and four tracts on 25.98 acres. The plat is generally located at 7308 W Hildebrand Road and is zoned Residential, Low (RL) with a 7,500 square foot minimum lot size. The smallest lot is 7,637 square feet, the largest lot is 722,778 square feet and the average lot size is 9,171 square feet. The Preliminary Plat of Apple Valley Phase 7-9 was approved by the Hearing Examiner on April 12, 2023. Staff reviewed the final plat application and found it to be in conformance with all applicable city development regulations. Prior to signing the final plat, the outstanding conditions will be met, in addition to payment of fees and bonding for incomplete sidewalk and landscape work. Following Council approval and signatures, the plat can be recorded and lots sold to individual owners. Alternatives No alternatives were reviewed or are recommended as the applicant has met the applicable standards. Fiscal Impact None. Attachments: Final Plat		

FINAL PLAT OF APPLE VALLEY PHASE 7A

LOCATED IN THE NW 1/4 OF THE NW 1/4, THE NE 1/4 OF THE NW 1/4
OF SECTION 17 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 8 ALL IN
TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

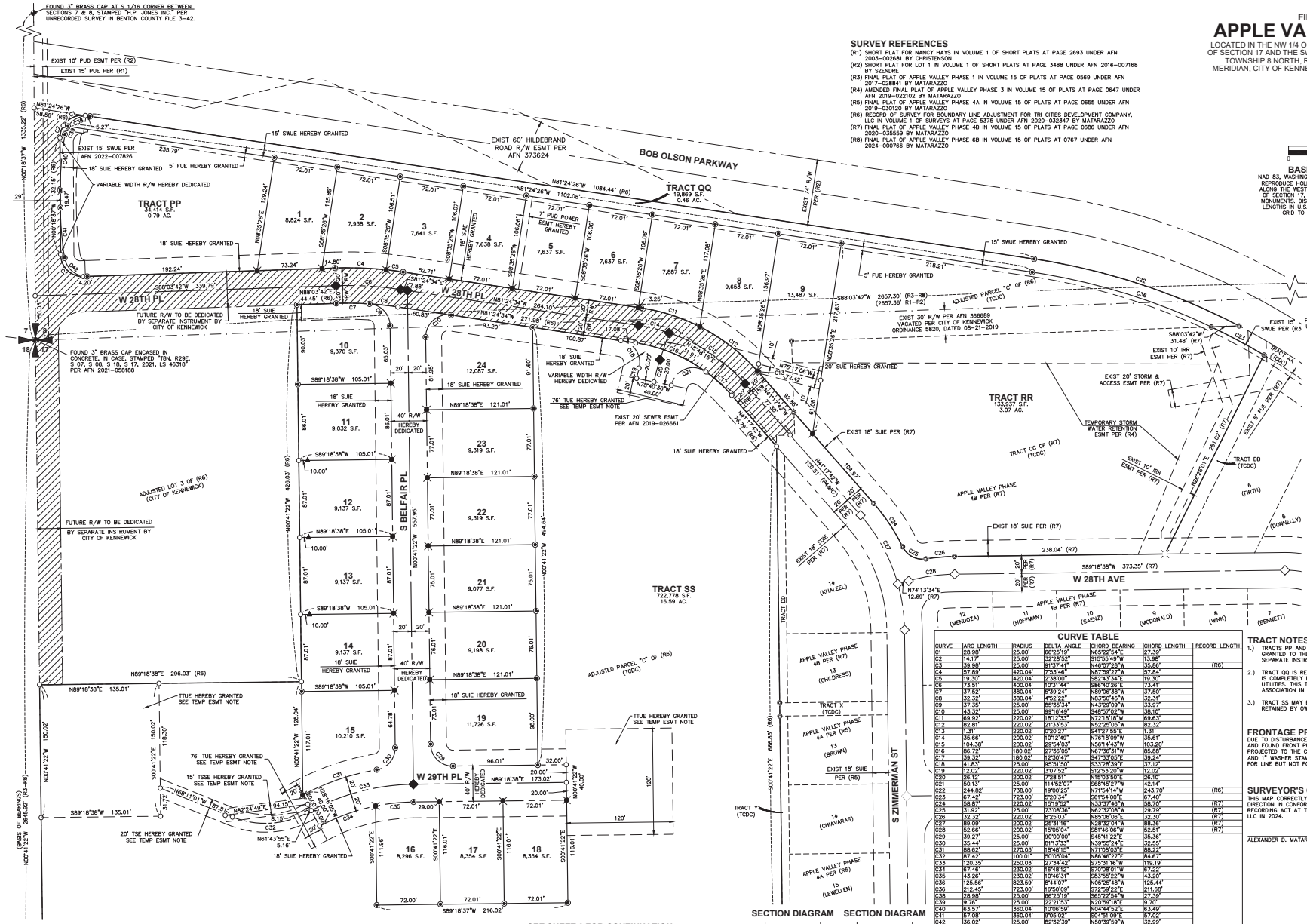


Scale 1" = 50'

BASIS OF BEARINGS
NAD 83, WASHINGTON STATE PLANE SOUTH ZONE, TO
REPRODUCE HOLD A GRID BEARING OF N00°41'22"W
ALONG THE WEST LINE OF THE NORTHWEST QUARTER
OF SECTION 17, T8N, R29E, W.M., BETWEEN FOUND
MONUMENTS. DISTANCES SHOWN ARE TRUE GROUND
LENGTHS IN U.S. SURVEY FEET USING A COMBINED
GRID TO GROUND SCALE FACTOR OF
1.000010001554

SURVEY REFERENCES

- (R1) SHORT PLAT FOR NANCY HAYS IN VOLUME 1 OF SHORT PLATS AT PAGE 2693 UNDER A/FN 2003-00088 BY CHRISTENSEN
- (R2) SHORT PLAT FOR LOT 1 IN VOLUME 1 OF SHORT PLATS AT PAGE 3488 UNDER A/FN 2016-007088 BY ZIGMORE
- (R3) FINAL PLAT OF APPLE VALLEY PHASE 1 IN VOLUME 15 OF PLATS AT PAGE 0569 UNDER A/FN 2017-02844 BY MATARAZZO
- (R4) AMENDED FINAL PLAT OF APPLE VALLEY PHASE 3 IN VOLUME 15 OF PLATS AT PAGE 0647 UNDER A/FN 2019-020105 BY MATARAZZO
- (R5) FINAL PLAT OF APPLE VALLEY PHASE 4A IN VOLUME 15 OF PLATS AT PAGE 0655 UNDER A/FN 2019-030105 BY MATARAZZO
- (R6) RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR THE CITIES DEVELOPMENT COMPANY, LLC IN VOLUME 1 OF SURVEYS AT PAGE 5375 UNDER A/FN 2020-032347 BY MATARAZZO
- (R7) FINAL PLAT OF APPLE VALLEY PHASE 4B IN VOLUME 15 OF PLATS AT PAGE 0686 UNDER A/FN 2020-035559 BY MATARAZZO
- (R8) FINAL PLAT OF APPLE VALLEY PHASE 6B IN VOLUME 15 OF PLATS AT PAGE 0767 UNDER A/FN 2024-000766 BY MATARAZZO



TEMPORARY EASEMENT NOTE

TRACT NOTES

- TRACTS PP AND RR ARE FOR A STORM WATER POND AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.
- TRACT QQ IS RESERVED FOR SIDEWALK AND LANDSCAPING. THIS TRACT IS COMPLETELY ENCUMBERED BY AN EASEMENT FOR SIDEWALK AND UTILITIES. THIS TRACT WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.
- TRACT SS MAY BE USED FOR FUTURE DEVELOPMENT AND IS TO BE RETAINED BY OWNER OF RECORD.

FRONTAGE PROPERTY PIN NOTE

DUE TO DISTURBANCE BY FUTURE CONSTRUCTION OF SIDEWALK, BOTH SET AND FOUND FRONT PROPERTY CORNERS AT SIDE LOT LINES WERE PROTECTED TO THE CENTER OF CURVE AND ARE REFERENCED WITH A SREW AND 1" WASHING STAMPED "MATARAZZO 4830". SCREWS DO SET ARE GOOD FOR LINE BUT NOT FOR DISTANCE.

SURVEYOR'S CERTIFICATE

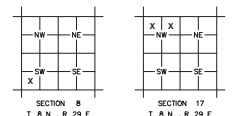
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY ACT, ACCORDING ACT AT THE REQUEST OF THE CITIES DEVELOPMENT COMPANY, LLC IN 2024.

ALEXANDER D. MATARAZZO, PLS 4618 DATE



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	RECORD LENGTH
C1	25.98	25.00	92°59'29"	N89°59'29"W	37.59	(R6)
C2	14.17	25.00	32°28'52"	S15°59'49"W	13.38	
C3	36.98	25.00	91°37'41"	N46°07'28"W	35.86	
C4	57.89	425.04	1°53'44"	S89°42'54"E	57.84	
C5	19.50	425.04	2°38'02"	S89°42'54"E	19.50	
C6	73.51	425.04	9°12'44"	S89°42'54"E	73.41	
C7	37.52	360.04	2°39'24"	N89°16'38"W	37.50	
C8	62.51	360.04	4°19'22"	N89°16'38"W	62.51	
C9	37.59	360.04	2°39'24"	N43°39'05"W	37.50	
C10	43.51	225.02	4°19'22"	N43°39'05"W	43.41	
C11	89.99	225.02	8°38'44"	N72°18'10"W	89.89	
C12	13.51	225.02	1°19'22"	N72°18'10"W	13.51	
C13	13.51	225.02	1°19'22"	N41°19'22"W	13.51	
C14	13.51	225.02	1°19'22"	N76°18'10"W	13.51	
C15	13.51	225.02	1°19'22"	N41°19'22"W	13.51	
C16	13.51	225.02	1°19'22"	N41°19'22"W	13.51	
C17	13.51	225.02	1°19'22"	N41°19'22"W	13.51	
C18	41.83	225.02	6°59'50"	S33°28'30"W	37.12	
C19	12.02	225.02	1°19'22"	S33°28'30"W	12.02	
C20	12.02	225.02	1°19'22"	N50°39'59"W	12.02	
C21	12.02	225.02	1°19'22"	N50°39'59"W	12.02	
C22	244.82	738.00	1°19'22"	N71°54'14"W	243.70	(R6)
C23	67.42	738.00	3°19'22"	N33°37'46"W	67.39	
C24	58.87	225.02	1°19'22"	N33°37'46"W	58.70	(R7)
C25	31.92	225.02	1°19'22"	N62°32'08"W	31.89	(R7)
C26	36.92	225.02	1°19'22"	N62°32'08"W	36.89	(R7)
C27	89.09	225.02	3°19'22"	N28°32'04"W	88.96	(R7)
C28	12.02	225.02	1°19'22"	N28°32'04"W	12.02	(R7)
C29	36.27	225.02	1°19'22"	S45°41'22"E	36.26	(R7)
C30	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C31	88.62	225.02	3°19'22"	N71°08'03"W	88.59	(R7)
C32	12.02	225.02	1°19'22"	N71°08'03"W	12.02	(R7)
C33	12.02	225.02	1°19'22"	S75°51'16"W	119.19	(R7)
C34	12.02	225.02	1°19'22"	S75°51'16"W	12.02	(R7)
C35	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C36	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C37	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C38	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C39	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C40	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C41	12.02	225.02	1°19'22"	S45°41'22"E	12.02	(R7)
C42	36.02	225.02	1°19'22"	N50°39'59"W	35.99	(R7)

SECTION DIAGRAM



AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 2024 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT
THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL, INC.
COUNTY AUDITOR



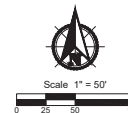
PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 105
Richland, WA 99352
509.942.1030
pbsusa.com

CLIENT: TRI CITIES DEVELOPMENT LLC	PROJECT NO.: 88808
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 05/09/2024
CALL BY: RDP	DRAWN BY: BCH
SECTION: 8, 17	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	COUNTY: BENTON
RANGE: 29 EAST	SHEET 1 OF 3

SEE SHEET 1 FOR CONTINUATION

FINAL PLAT OF APPLE VALLEY PHASE 7A

LOCATED IN THE NW 1/4 OF THE NW 1/4, THE NE 1/4 OF THE NW 1/4
OF SECTION 17 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 8 ALL IN
TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE
MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



BASIS OF BEARINGS
NAD 83, WASHINGTON STATE PLANE SOUTH ZONE, TO
REPRODUCE HOLD A GRID BEARING OF N00°41'22"W
ALONG THE WEST LINE OF THE NORTHWEST QUARTER
OF SECTION 17, T8N, R29E, W.M., BETWEEN FOUND
MONUMENTS. DISTANCES SHOWN ARE TRUE GROUND
LENGTHS IN US SURVEY FEET USING A COMBINED
GRID TO GROUND SCALE FACTOR OF
1.00001001001554

LEGEND & ABBREVIATIONS

- FOUND SURVEY MONUMENT AS NOTED
- FOUND 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PMS LS 46318" PER (R4-R5 & R7)
- FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" PER (R4-R5 & R7)
- FOUND SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318" PER (R7). SEE FRONTAGE PROPERTY PIN NOTE ON THIS SHEET
- SET 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PMS LS 46318 2024" WITH THIS PLAT
- SET 5/8" X 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" WITH THIS PLAT
- SET SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318" WITH THIS PLAT. SEE FRONTAGE PROPERTY PIN NOTE ON THIS SHEET
- DENOTES WITNESS CORNER, SET 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP STAMPED: "MATARAZZO 46318 WC" WITH THIS PLAT
- CALCULATED POSITION ONLY, NOT SET OR FOUND
- DENOTES SURVEY REFERENCE, SEE LIST. ALSO DENOTES MEASURED DIMENSION MATCHES RECORD DIMENSION UNLESS NOTED OTHERWISE
- AFN AUDITOR'S FILE NUMBER
- CD DENOTES CURVE DATA, SEE TABLE
- ESMT EASEMENT
- EXIST EXISTING
- FUE FENCE & UTILITY EASEMENT
- IRR IRRIGATION EASEMENT
- LS LAND SURVEYOR
- PUD PUBLIC UTILITY DISTRICT
- RW RIGHT-OF-WAY HEREBY DEDICATED
- R/W RIGHT-OF-WAY
- SUE STORM WATER & UTILITY EASEMENT
- SWUE SIDEWALK & UTILITY EASEMENT
- SUE SIDEWALK, UTILITY & IRRIGATION EASEMENT
- S.F. / AC SQUARE FEET / ACRES
- TCDC TRI CITIES DEVELOPMENT COMPANY, LLC
- TEMP TEMPORARY
- TSE TEMPORARY SECONDARY EMERGENCY VEHICLE ACCESS EASEMENT
- TSSE TEMPORARY SANITARY SEWER EASEMENT
- TUE TEMPORARY TURNAROUND & UTILITY EASEMENT
- TUE TEMPORARY UTILITY EASEMENT
- TVSE TEMPORARY VARIABLE WIDTH SLOPE EASEMENT
- SECTION OR SECTION SUBDIVISION LINE
- PLAT BOUNDARY
- NEW RIGHT-OF-WAY BOUNDARY HEREBY DEDICATED
- NEW RIGHT-OF-WAY CENTERLINE HEREBY DEDICATED
- NEW LOT LINE
- NEW EASEMENT CENTERLINE
- EXISTING RIGHT-OF-WAY BOUNDARY
- EXISTING RIGHT-OF-WAY CENTERLINE
- EXISTING LOT LINE
- EXISTING EASEMENT
- FUTURE RIGHT-OF-WAY TO BE DEDICATED BY SEPARATE INSTRUMENT BY CITY OF KENNEWICK

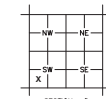
SURVEY REFERENCES

- (R1) SHORT PLAT FOR NANCY HAYS IN VOLUME 1 OF SHORT PLATS AT PAGE 2693 UNDER AFN 2003-00088 BY CHRISTENSEN
- (R2) SHORT PLAT FOR LOT 1 IN VOLUME 1 OF SHORT PLATS AT PAGE 3488 UNDER AFN 2016-007168 BY SEABY
- (R3) FINAL PLAT OF APPLE VALLEY PHASE 1 IN VOLUME 15 OF PLATS AT PAGE 0569 UNDER AFN 2017-00084 BY MATARAZZO
- (R4) AMENDED FINAL PLAT OF APPLE VALLEY PHASE 3 IN VOLUME 15 OF PLATS AT PAGE 0647 UNDER AFN 2019-00210 BY MATARAZZO
- (R5) FINAL PLAT OF APPLE VALLEY PHASE 4A IN VOLUME 15 OF PLATS AT PAGE 0655 UNDER AFN 2019-000120 BY MATARAZZO
- (R6) RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR TRI CITIES DEVELOPMENT COMPANY, LLC IN VOLUME 1 OF SURVEYS AT PAGE 0375 UNDER AFN 2020-002347 BY MATARAZZO
- (R7) FINAL PLAT OF APPLE VALLEY PHASE 4B IN VOLUME 15 OF PLATS AT PAGE 0886 UNDER AFN 2020-000559 BY MATARAZZO
- (R8) FINAL PLAT OF APPLE VALLEY PHASE 6B IN VOLUME 15 OF PLATS AT PAGE 0767 UNDER AFN 2024-000766 BY MATARAZZO

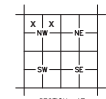
TRACT NOTES

- TRACTS PP AND RR ARE FOR A STORM WATER POND AND WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.
- TRACT QQ IS RESERVED FOR SIDEWALK AND LANDSCAPING. THIS TRACT IS COMPLETELY ENCUMBERED BY AN EASEMENT FOR SIDEWALK AND UTILITIES. THIS TRACT WILL BE GRANTED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE BY SEPARATE INSTRUMENT.
- TRACT SS MAY BE USED FOR FUTURE DEVELOPMENT AND IS TO BE RETAINED BY OWNER OF RECORD.

SECTION DIAGRAM



SECTION DIAGRAM



CLIENT: TRI CITIES DEVELOPMENT LLC	PROJECT NO.: 88009-008
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 05/29/2024
CALC BY: ROP	DRAWN BY: BCH
SECTION: 8, 17	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	COUNTY: BENTON
RANGE: 29 EAST	SHEET: 2 OF 3

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF TRI CITIES DEVELOPMENT COMPANY LLC, TO SURVOLVE THOSE LANDS KNOWN AS TRACT CC OF THE FINAL PLAT OF APPLE VALLEY PHASE 4B RECORDED IN VOLUME 15 OF PLATS AT PAGE 0686 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308 AND ADJUSTED PARCELS 1 OF THE RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5375 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2020-032347.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING DUAL FREQUENCY TRIMBLE R8S AND R12 GPS RECEIVERS HAVING AN ACCURACY OF EIGHT MILLISECONDS +/- 0.5 PPM PER MEASURED LENGTH. THE MONUMENTS & PINS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS BETWEEN FEBRUARY 2015 THROUGH SEPTEMBER 2023.

TITLE REPORT REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT, ORDER NO. 2448670, DATED: FEBRUARY 15, 2024, IN PREPARING THIS PLAT. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING AND ENVIRONMENTAL, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING AND ENVIRONMENTAL, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION (PER TITLE REPORT)

A PORTION OF LOT 3 OF SHORT PLAT NO. 3488, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, A PORTION OF THE FORMER HILDEBRAND BOULEVARD RIGHT OF WAY, VACATED BY CITY OF KENNEWICK ORDINANCE NO. 5802, FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF KENNEWICK, WASHINGTON ON AUGUST 21, 2019 AND A PORTION OF PARCEL 1C OF SURVEY NO. 4979 FOR PLAT EXEMPTION, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, AND DESCRIBED IN DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17, MARKED WITH A 1/2 INCH IRON PIPE PER THAT SURVEY RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2011-001284; THENCE NORTH 00°41'22" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 2454.92 FEET TO THE NORTHWEST CORNER THEREOF, MARKED WITH A 5/8 INCH IRON PIN BY CHRISTENSEN, NOT OF RECORD; THENCE SOUTH 00°41'22" EAST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 388.56 FEET TO THE TRUE POINT OF BEGINNING.

THENCE SOUTH 00°41'22" EAST CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 825.36 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 1C OF SURVEY NO. 4979 AND DESCRIBED IN SAID DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308.

THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES:

THENCE NORTH 89°18'38" EAST A DISTANCE OF 178.02 FEET;
THENCE NORTH 00°41'22" WEST A DISTANCE OF 1028 FEET;
THENCE NORTH 89°18'38" EAST A DISTANCE OF 664.74 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY BOUNDARY OF THE PLATS OF APPLE VALLEY PHASES 3 AND 4A RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBERS 2018-004311 AND 2018-003302, RESPECTIVELY, AND BEING A POINT ON THE ARC OF A NON-TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 823.59 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 80°12'09" EAST; THENCE ALONG SAID CURVE AND COMMON BOUNDARY BETWEEN SAID PARCEL 1C AND SAID WESTERLY BOUNDARY OF THE PLATS OF APPLE VALLEY PHASES 3 AND 4A, HAVING AN ARC LENGTH OF 125.56 FEET, WITH A DELTA ANGLE OF 08°44'07", A CHORD BEARING OF NORTH 05°25'48" WEST AND A CHORD LENGTH OF 125.44 FEET TO A NON-TANGENT LINE.

THENCE ALONG SAID NON-TANGENT LINE AND CONTINUING ALONG SAID COMMON BOUNDARY THE FOLLOWING COURSES:

THENCE NORTH 00°41'22" WEST A DISTANCE OF 59.01 FEET;
THENCE NORTH 89°18'38" EAST A DISTANCE OF 37.87 FEET;
THENCE NORTH 00°41'22" WEST A DISTANCE OF 117.51 FEET;
THENCE NORTH 00°41'22" WEST A DISTANCE OF 104.15 FEET;
THENCE SOUTH 89°18'37" WEST A DISTANCE OF 34.18 FEET;
THENCE NORTH 00°41'22" WEST A DISTANCE OF 666.80 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "C"; THENCE NORTH 41°14'47" WEST LEAVING SAID COMMON BOUNDARY A DISTANCE OF 78.79 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 180.02 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 158.04 FEET, WITH A DELTA ANGLE OF 40°06'52", A CHORD BEARING OF NORTH 81°21'08" WEST AND A CHORD LENGTH OF 123.48 FEET;
THENCE NORTH 81°24'54" WEST A DISTANCE OF 271.08 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 380.04 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 69.84 FEET, WITH A DELTA ANGLE OF 10°14'47", A CHORD BEARING OF NORTH 86°40'26" WEST AND A CHORD LENGTH OF 69.74 FEET;
THENCE SOUTH 88°53'42" WEST A DISTANCE OF 44.48 FEET;
THENCE SOUTH 00°41'22" EAST A DISTANCE OF 458.03 FEET;
THENCE SOUTH 89°18'38" WEST A DISTANCE OF 296.63 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF LOT 3 OF SHORT PLAT NO. 3488, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, A PORTION OF THE FORMER HILDEBRAND BOULEVARD RIGHT OF WAY, VACATED BY CITY OF KENNEWICK ORDINANCE NO. 5802, FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF KENNEWICK, WASHINGTON ON AUGUST 21, 2019 AND A PORTION OF PARCEL 1C OF SURVEY NO. 4979 FOR PLAT EXEMPTION, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, AND DESCRIBED IN DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, LOCATED WITHIN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 17 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT SAID POINT "C"; THENCE NORTH 00°41'22" WEST CONTINUING ALONG SAID COMMON BOUNDARY BETWEEN SAID PARCEL 1C AND SAID WESTERLY BOUNDARY OF THE PLATS OF APPLE VALLEY PHASE 4A, A DISTANCE OF 12.29 FEET;

THENCE CONTINUING ALONG SAID COMMON BOUNDARY THE FOLLOWING COURSES:

THENCE NORTH 88°53'42" EAST A DISTANCE OF 20.71 FEET; THENCE NORTH 01°56'18" WEST A DISTANCE OF 25.22 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°56'18" WEST CONTINUING ALONG SAID COMMON BOUNDARY A DISTANCE OF 80.79 FEET TO THE SAID FORMER SOUTH MARGIN OF HILDEBRAND BOULEVARD RIGHT OF WAY;

THENCE NORTH 89°13'42" EAST ALONG SAID FORMER SOUTH RIGHT OF WAY MARGIN A DISTANCE OF 506.15 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF BOB OLSON PARKWAY RIGHT OF WAY, ESTABLISHED FOR THAT DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2017-005228 AND SAID SHORT PLAT RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-003308, AND BEING A POINT ON THE ARC OF A NON-TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 738.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 27°35'58" WEST; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT OF WAY MARGIN, HAVING AN ARC LENGTH OF 244.82 FEET, WITH A DELTA ANGLE OF 19°07'25", A CHORD BEARING OF NORTH 71°54'14" WEST AND A CHORD LENGTH OF 243.70 FEET;

THENCE NORTH 81°24'54" WEST CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY MARGIN A DISTANCE OF 1284.44 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 23.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 4.76 FEET, WITH A DELTA ANGLE OF 88°51'11", A CHORD BEARING OF SOUTH 49°06'28" WEST AND A CHORD LENGTH OF 38.00 FEET TO A LINE BEING A 29.00 FOOT EASTERLY OFFSET OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE SOUTH 00°48'37" EAST ALONG SAID OFFSET LINE A DISTANCE OF 132.15 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 39.98 FEET, WITH A DELTA ANGLE OF 91°37'41", A CHORD BEARING OF SOUTH 45°17'28" EAST AND A CHORD LENGTH OF 30.98 FEET; THENCE NORTH 88°13'42" EAST A DISTANCE OF 294.48 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 420.04 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 77.19 FEET, WITH A DELTA ANGLE OF 10°31'44", A CHORD BEARING OF SOUTH 86°40'26" EAST AND A CHORD LENGTH OF 77.08 FEET;

THENCE SOUTH 81°24'54" EAST A DISTANCE OF 271.08 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 220.02 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 154.04 FEET, WITH A DELTA ANGLE OF 40°06'52", A CHORD BEARING OF SOUTH 81°21'08" EAST AND A CHORD LENGTH OF 150.92 FEET;

THENCE SOUTH 41°14'47" EAST A DISTANCE OF 61.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

TRACT CC, APPLE VALLEY PHASE 4B, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 686, RECORDS OF BENTON COUNTY, WASHINGTON.

DEDICATION

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

FOR TRI CITIES DEVELOPMENT COMPANY LLC TITLE DATE

IRRIGATION APPROVAL

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

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES

RESIDING

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____ A.D. TAX PARCELS: 1-1789-200-0001-017 & 1-1789-200-0003-000.

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

APPROVALS

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

CITY OF KENNEWICK PLAT ADMINISTRATOR DATE

SUB-2024-0005

KENNEWICK CITY ENGINEER DATE

MAYOR, CITY OF KENNEWICK DATE

ATTEST:

CITY CLERK, CITY OF KENNEWICK DATE

UTILITY APPROVAL

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

FOR BENTON PUD NO. 1 TITLE DATE

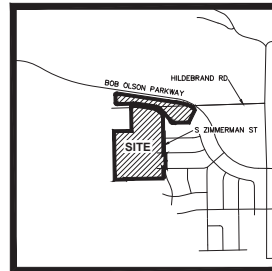
FOR CASCADE NATURAL GAS TITLE DATE

FOR DRYLY FIBER TITLE DATE

FOR CHARTER COMMUNICATIONS TITLE DATE

FINAL PLAT OF
APPLE VALLEY PHASE 7A

LOCATED IN THE NW 1/4 OF THE NW 1/4, THE NE 1/4 OF THE NW 1/4 OF SECTION 17 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 8 ALL IN TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE



05/28/2024



PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 105
Richland, WA 99352
509.942.1000
pbsusa.com

CLIENT: TRI CITIES DEVELOPMENT LLC		PROJECT NO.: 66090.00	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 05/29/2024	
CALC BY: ROP	DRAWN BY: BCH	SCALE: N/A	
SECTION: 8, 17	TOWNSHIP: 8 NORTH	RANGE: 29 EAST	
CITY: KENNEWICK	COUNTY: BENTON	SHEET 3 OF 3	

Council Agenda Coversheet	Item Number: 4.e. Date: 7/2/2024 Item Type: Contract/Agreement/Lease Subject: Contract: Interlocal Agreement with Benton Conservation District for Habitat Mitigation Department: Community Planning	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends that the City Council authorize the Mayor to sign the interlocal agreement with Benton Conservation District. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the interlocal agreement. <u>Summary</u> Kennewick's critical area regulations require that a report be produced anytime lands where critical areas are present are proposed to be developed. This report assesses which critical areas are on site and the impact that the proposed development will have to the critical area. The report also identifies measures to reduce, prevent or mitigate those impacts caused by the proposed development. In some instances, the only way to prevent or reduce impacts is to not develop the land. In those circumstances, the developer can identify critical areas located off site for preservation, protection and/or enhancement. One of the Benton Conservation District's (BCD) roles is to support the enhancement and protection of sensitive habitat throughout Benton County. The proposed interlocal agreement will allow the City to partner with BCD in providing an option for developers to meet their mitigation requirements that are imposed as a result of proposed development. As part of this agreement, the City will identify impacts to priority habitat, and the required measures to mitigate those impacts, during the development review process through the use of critical area reports submitted by the developer and best available science. BCD may participate in mitigation by accepting fees in lieu of dedication or preservation of onsite habitat. The amount of those fees will be determined by the City and will be in an amount equal to the value of land that would otherwise be purchased for preservation. BCD will then use those fees for the purchasing of habitat, conservation easements, enhancement of habitat or a combination of those actions. The habitat to be purchased, protected or enhanced will of the same type that is to be impacted by the development. BCD will also provide an annual report of how the funds collected were spent to ensure funds spent and activities completed are in alignment with this agreement. While BCD retains the right to determine which projects they will participate in, this agreement provides another option for the development community to consider when faced with developing lands containing critical areas. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> No fiscal impact to the City		
Attachments: 1. Agreement		

**INTERLOCAL
AGREEMENT FOR
PRIORITY HABITAT MITIGATION**

This Interlocal Agreement (Agreement) for habitat mitigation required as a result of development occurring on sites containing critical areas as defined in Section 18.58.010 of the Kennewick Municipal Code (KMC) is entered into by and between the City of Kennewick (the City) and the Benton Conservation District (the District), referred to individually as Party and collectively as Parties, pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW).

WHEREAS, Chapter 39.34 of the RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord the best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City finds that critical areas provide a variety of valuable and beneficial biological and physical functions that benefit the City and its residents; and

WHEREAS, the beneficial functions and values provided by critical areas include, but are not limited to, water quality protection and enhancement, fish and wildlife habitat, support of trophic relationships, flood storage, conveyance and attenuation, ground water recharge and discharge, erosion control, historical and archaeological and aesthetic value protection, and recreation; and

WHEREAS, the City has established goals that seek to protect unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, and fish and wildlife and their habitats; direct activities not dependent on critical area resources to less ecologically sensitive sites; mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to critical areas; and prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat, and the overall net loss of wetlands, frequently flooded areas and habitat conservation areas; and

WHEREAS, the City shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of Kennewick Municipal Code 18.58; and

WHEREAS, the District was founded in 1942 as a political subdivision of the State of Washington under RCW 89.08; and

WHEREAS, the District's function is to make available technical, financial, and educational resources, whatever their source, and focus or coordinate them so that they meet the needs of the local citizens and land managers for the conservation of soil, water and related natural resources; and

WHEREAS, the District's mission is to facilitate responsible stewardship of natural resources for the residents of Benton County through the application and administration of various volunteer and cooperative partnership programs using all available funding sources; and

WHEREAS, the District has an express interest in the preservation and enhancement of priority habitat as a means to provide soil stabilization and food and cover for wildlife; and

WHEREAS, a partnership between the City and the District would result in the establishment of a

process for the enhancement and protection of priority habitat such as shrub-steppe habitat, wetlands, riparian habitat and other critical areas identified in KMC 18.58;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon approval in accordance with RCW 39.34, the Parties do hereby agree as follows:

I. TERMS OF AGREEMENT

1. This Agreement is for the coordination of mitigation of impacts to priority habitat as a result of development.
2. The duration of this Agreement will be from the date last signed until either Party determines that the arrangement is no longer needed.
3. The City will identify impacts to priority habitat, and the required measures to mitigate those impacts, during the development review process through the use of critical area reports submitted by the developer and best available science.
4. The District may participate in mitigation by accepting fees in lieu of dedication or preservation of onsite habitat. The amount of said fees will be determined by the City and will be in an amount equal to the value of land that would otherwise be purchased for preservation.
5. The District shall use said fees for the purchasing of habitat and/or conservation easements or for the enhancement of degraded habitat located in Benton County. If no suitable site within Benton County can be identified, protection or enhancement may occur in any neighboring county that shares a border with Benton County.
6. Fees in lieu of dedication or preservation shall be used for the enhancement of, or protection through purchase or conservation easement of the same type of habitat located on the site to be developed. For example, if shrub-steppe habitat is to be impacted on a development site, fees in lieu of protection paid to the District must be used for the preservation or enhancement of shrub-steppe habitat.
7. The District shall provide an Annual Report detailing how the fees received were utilized to meet the objection of this Agreement. The Annual Report will identify the City of Kennewick permit number associated with the fee, location of the affected site, method of preservation or enhancement (conservation easement, purchase of habitat, enhancement of habitat, etc.), location of preservation or enhancement site and how much of the fee was spent.
8. Nothing in this agreement obligates the District to accept fees in lieu of dedication or preservation or to participate in mitigation, preservation or enhancement of habitat activities associated with a development project within the City of Kennewick.
9. The administrators of this Agreement will be the District Manager for the Benton Conservation District and the Community Planning Director for the City of Kennewick, or their designees.
10. The Parties may only modify this Agreement in writing.
11. Any Party hereto may terminate this Agreement upon sixty (60)-days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the

Party's last known address for the purposes of giving notice under this paragraph.

12. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms of this Agreement.
13. A copy of this Agreement will be filed with the Benton County Auditor's Office or posted on the City of Kennewick or Benton Conservation District website as provided in RCW 39.34.040.

II. NOTICES

1. Written notice shall be directed to the Parties as follows:

Benton Conservation District

City of Kennewick

Mark Nielson, District Manager
418 N. Kellogg St., Suite B
Kennewick, WA 99336
509-736-6000
Mark-Nielson@franklincd.org

Anthony Muai, Community Planning Director
210 W. 6th Ave.
Kennewick, WA 99336
509-585-4386
Anthony.Muai@ci.kennewick.wa.us

DATED this _____ day of _____ 2024.

(Signature Pages to Follow)

CITY OF KENNEWICK

GRETL J. CRAWFORD, Mayor

Attest:

KRYSTAL TOWNSEND, City Clerk

Approved as to Form:

LISA BEATON, City Attorney

BENTON CONSERVATION DISTRICT

JACK CLARK, Chair

Attest:

MARK NIELSON, District
Manager

Council Agenda Coversheet 	Item Number: 4.f. Date: 7/2/2024 Item Type: Contract/Agreement/Lease Subject: Contract: Amending the Light Industrial Area Utilities Extensions Design Contract with J-U-B Engineers, Inc. Department: Public Works Project # P2211	Category: Consent Agenda
<u>Recommendation</u> Staff recommends Council authorize the City Manager to sign the Supplemental Agreement No. 5. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Supplemental Agreement No. 5. <u>Summary</u> In 2022, 223 acres were added to the City limits from Kennewick's Urban Growth Area (UGA) boundary south of I-82. Water and sewer utilities do not currently exist and need to be extended to support development within this light industrial area. The City hired J-U-B Engineers in June 2022 to develop a Basis of Design Report (BODR) for water and sewer utilities to serve the 223 acres. The BODR provided an in-depth investigation into the known basalt rock at varying depths along the I-82 corridor along with recommendations for crossing with water and sewer. • The original Professional Service Agreement (PSA) signed on June 22, 2022, authorized J-U-B Engineers, Inc., to develop the light industrial area utilities extension Basis of Design Report (BODR). Supplemental Agreement No. 1 signed on August 15, 2023, authorized J-U-B Engineers, Inc., to perform a detailed design of the light industrial area utilities extensions across I-82 at the future Colorado St. road alignment. • Supplemental Agreement No. 2 authorizes J-U-B Engineers, Inc., to amend the design scope to include conduits for future power and communication with the water and sewer crossings under I-82. Costs for the additional utility conduit crossings will be passed on to the respective utilities. • Supplemental Agreement No. 3 authorizes J-U-B Engineers, Inc., to amend the design scope to include additional services associated with limited access WSDOT variance permitting, Bonneville Power Administration (BPA) crossing permit, and SEPA permitting. • Supplemental Agreement No. 4 authorizes J-U-B Engineers, Inc., to amend the design scope to include extending the 12" sewer north to tie into the existing sewer in Colorado St and 16" zone 5 water main north and east to tie into the existing water in Apple Valley. • Supplemental Agreement No. 5 authorizes J-U-B Engineers, Inc., to amend the design scope to include replacing the existing 8" sewer main along Colorado St. (between Apple valley and Bob Olson Pkwy) with 12" sewer main and include it as an additive bid schedule. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> Water and Sewer Fund Original Professional Service Agreement: \$117,400.00 Supplemental Agreement No. 1: \$169,500.00 Supplemental Agreement No. 2: \$8,700.00 Supplemental Agreement No. 3: \$36,500.00 Supplemental Agreement No. 4: \$24,000.00 Supplemental Agreement No. 5: \$15,000.00 Total: \$371,100.00		
<u>Attachments:</u> 1. Agreement		

**SUPPLEMENTAL AGREEMENT #5
Between Owner and Consultant**

P-2211, LIGHT INDUSTRIAL AREA UTILITIES EXTENSIONS

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of July, 2024 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and J-U-B Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the UGA South Water & Sewer Basis of Design Report, dated June 22, 2022; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #1, dated August 15, 2022 for professional engineering services to design the Light Industrial Area Utilities Extension project; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #2, dated November 21, 2023 for additional SOW; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #3, dated April 16, 2024 for additional SOW; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #4, dated May 21, 2024 for additional SOW; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Contract Amendment to Attachment 1 Scope of Services (attached).

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to use best efforts to complete all work described in Attachment 1 under this agreement by **December 31st, 2025**.

Section 4, PAYMENT, first paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **Time & Materials with a total amount of \$371,100** by the Owner to complete design services described in Exhibit A of the original agreement, Supplemental Agreement #1, #2, #3, #4, and Contract Amendment of Supplemental Agreement #5 (attached).

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement #5 as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Erin Erdman, City Manager

Alex Fazzari, P.E., Area Manager

Council Agenda Coversheet	Item Number: 4.g. Date: 7/2/2024 Item Type: Contract/Agreement/Lease Subject: Contract: Amending the WWTP Phase 2 Upgrades - Owners Rep Contract with J-U-B Engineers, Inc. Department: Public Works Project # P1605-22CS	Category: Consent Agenda
		
<u>Recommendation</u> That the City Council authorize the City Manager to sign the Supplemental Agreement No. 3 with J-U-B Engineering, Inc., as the owners rep, for the WWTP Phase 2 Upgrades Progressive Design Build alternative delivery project. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign Supplemental Agreement No. 3. <u>Summary</u> In July of 2021, the City presented to the State of Washington's Capital Projects Advisory Review Board - Project Review Committee (PRC) seeking authorization to deliver the WWTP Phase 2, Florida Green treatment process by way of Progressive Design Build (PDB) alternative delivery method. On July 23, 2021, the City was granted authorization by the PRC to proceed and follow the State's established regulatory criteria as outlined in RCW 39.10.280. The original agreement signed on March 10, 2022, authorized JUB to provide PDB owner's rep assistance. Supplemental Agreement No. 1 signed on June 7, 2022 provided for additional scope not included in the original agreement. Supplemental Agreement No. 2 signed on March 21, 2023 provided for additional scope not included in the original agreement. This supplemental agreement extends the contract termination date to use J-U-B Engineers, Inc. as an owners representative through the "Step 1" phase of the project, which includes outside legal counsel contract assistance, design and permitting, bidding, procuring long lead items, and other work detailed in the original agreement and supplemental agreements. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> Water and Sewer Fund Original Professional Services Agreement: \$ 98,800 Supplemental Agreement No. 1: \$ 30,000 Supplemental Agreement No. 2: \$ 481,700 Supplemental Agreement No. 3: \$ 0 Total: \$ 610,500		
<u>Attachments:</u> 1. Agreement		

**SUPPLEMENTAL AGREEMENT #3
Between Owner and Consultant**

P1605-22CS, WWTP PHASE 2 UPGRADES – OWNERS REP

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of July, 2024 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and J-U-B Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the WWTP Phase 2 Upgrades – Owners Rep, said agreement being dated March 10, 2022; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #1, dated June 7, 2022 for additional SOW; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #2, dated March 21, 2023 for additional SOW; and

WHEREAS, both parties desire to supplement said Agreement by extending the agreement termination date to allow additional time to review and complete the project design phase.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to use best efforts to complete all work described under the original Agreement and previous Supplemental Agreements by **December 31st, 2024**.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement #3 as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Erin Erdman, City Manager

Alex Fazzari, P.E., Area Manager

Council Agenda Coversheet	Item Number: 4.h. Date: 7/2/2024 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: Zone 2 East Olympia Transmission Main Design Contract with J-U-B Engineers, Inc. Department: Public Works Project # P2312	
<u>Recommendation</u> Staff recommends that City Council authorize the City Manager to sign the professional services agreement with J-U-B Engineers, Inc. for the 30% design of the Zone 2 East Olympia Transmission Main. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the professional services agreement. <u>Summary</u> During the summer months it is difficult to convey water efficiently from the 19th & Olympia Pump Station to the intended receiving reservoir at 47th & Olympia. Currently, a hydraulic bottleneck prevents sufficient transmission capacity as a result of smaller diameter water mains leaving the pump station in W.19th Ave and in S. Olympia Street. Design and construction of a new 24" ductile iron transmission pipeline that will replace those smaller mains and will significantly reduce friction head losses and allow for additional capacity to be conveyed to the intended receiving reservoir. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Water and Sewer Fund 30% Design - Professional Services Agreement \$92,600		
<u>Attachments:</u> 1. Agreement		



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and JUB Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND AGREEMENT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide engineering services for the **Zone 2 East Olympia Transmission Main**.
- b) This Agreement consists of this Agreement, and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form the entire agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) This Agreement No. P2312 between the City and Consultant.
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **March 31, 2025**.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed **Ninety-Two Thousand Six Hundred Dollars (\$92,600)** to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work (Exhibit A).
- b) Invoices not in dispute by the City will be paid within thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third

party as a consequence of any negligent act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that neither party will terminate for cause without providing the other party written notice of the breach and a period of ten (10) days to cure. In the event this contract is terminated by the Consultant without cause, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

a) Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b) No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

c) Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Owner shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Owner using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

d) Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e) Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Consultant's insurance and shall not contribute with it.

f) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g) Verification of Coverage

The Consultant shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before the Owner shall issue a Notice to Proceed.

h) Notice of Cancellation

The Consultant shall provide the Owner with written notice of any policy cancellation within two business days of their receipt of such notice.

i) Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Consultant from the Owner.

j) Owner Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Consultant.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided,

however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, sexual orientation, or any other protected class status.

17) PARTIAL INVALIDITY

- a) Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any negligent errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

23) PUBLIC DISCLOSURE

- a) The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this agreement and/or for documents and/or materials provided to the City under this agreement, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This 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

JUB ENGINEERS, INC.

Erin Erdman
City Manager

Alex Fazzari, P.E.
Area Manager

3611 S. Zintel Way
Kennewick, WA 99337

Phone: (509) 783-2144

ATTEST:

Krystal Townsend
City Clerk

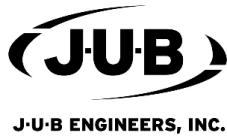
APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Contract No. P2312

EXHIBIT A

Detailed Scope of Work



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Zone 2 East Olympia Transmission Main

CLIENT: City of Kennewick

J-U-B PROJECT NUMBER: 30-24-030

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Kennewick (City) has determined the need for a new 24-inch diameter water transmission main along Olympia Street between the 19th and Olympia Pump Station and the 47th and Olympia Reservoir in order to improve water conveyance to meet existing and future demands. The existing 16-inch asbestos concrete main has approximately 47 water services, six hydrants, and 24 distribution main connections (6-, 8-, 12-inch) that will be connected to the new transmission main once in service. The Olympia Street corridor contains multiple City and third-party utilities which may dictate the alignment of the new transmission main.

J-U-B was selected through a competitive solicitation as the most qualified firm to design the project. This Scope of Services is for preliminary design for the north half of the project (from the 19th and Olympia Pump Station to W 36th Avenue, including the KID canal crossing) which includes project management, data collection, and 30% design deliverables. Further design, 3D pipe modeling, utility conflict analysis (vertical and horizontal), additional data collection, utility conflict solution, permit support, bid and award preparation, and construction phase services are not included in this scope, but may be added later once required tasks are better defined.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Preliminary Design

1. Subtask 001: Project Management
 - a. J-U-B will set up the project into J-U-B's financial and record keeping systems for document retention and project controls, communicate and coordinate J-U-B team activities, attend in-person client meetings, coordinate quality assurance / quality control (QA/QC) processes, monitor project status, budget, and schedule, and provide monthly invoices with progress summaries.
 - b. Assumptions:
 - i. In-person meetings with the City will include one project kickoff meeting and one 30% design review meeting.
 - ii. No meetings with third-party utilities are included in this subtask.

2. Subtask 002: Data Collection

- a. J-U-B will coordinate with the City survey team, and incorporate into the City survey base map.
- b. J-U-B will contact all utilities identified on the locate ticket, ask for utility maps/drawings of utilities within the project limits, and integrate the available data and information into the survey base map.
- c. Assumptions:
 - i. The City is responsible for marking and calling in all locate orders. The City will perform a topographic survey of the entire roadway (R/W to R/W) and create a base map that contains existing ground surface, property lines, utility points and linework, and features (such as curb, gutter, sidewalk, tree, sign, etc.) J-U-B will take a copy of the base map and format the symbols and line types for J-U-B's design drawings.
 - ii. City survey will be completed by a licensed surveyor who will provide survey control points, basis of bearing, and vertical datum.
 - iii. Field survey, and survey base maps will be in NAD 83 Washington State Plane South Zone (GRID) using City of Kennewick control.
 - iv. Drone imagery will not be collected along the project corridor.
 - v. Participating in or incorporating data from potholing, ground penetrating radar, or additional locate services is not part of this task.
 - vi. Survey base map will be updated with any additional information received from maps/drawings provided by utilities.
- d. Deliverables:
 - i. Updated/formatted survey base map with aerial imagery in electronic (.DWG) format.

3. Subtask 003: 30% Design

- a. J-U-B will create a 30% plan and profile design for the water pipe alignment based on the City survey base map and available record drawings. The 30% design will focus on horizontal pipe alignment and identify areas of utility conflict. As part of a future task, the 30% plans will serve as a guide to determine the need for additional data collection (potholing, ground penetrating radar, additional locate services, etc.) in order to identify, analyze, and resolve vertical utility conflicts.
- b. A construction cost estimate will be prepared based on the 30% alignment, estimated roadway repairs, and approximate piping appurtenances.
- c. Assumptions:
 - i. The water pipe alignment will include callouts for pipe size and service connections but will not include details, section views, or exact appurtenance location/count. Roadway repairs and restoration will be approximated for the cost estimate but may not be identified, labeled, or precisely quantified on the design plans.
 - ii. Existing ground surface and existing utilities will be shown in the profile. Elevation of existing utilities crossing the proposed pipe alignment will be drawn in Civil3D pipe networks based on record drawings and assumed typical depths.
 - iii. Utility conflict areas will be identified in the 30% design plans. Conflict analysis (vertical and horizontal), evaluation of further data collection needs, and conflict resolution will not be included until the 60% design (separate scope of work).
 - iv. Plans will have approximately 30 plan and profile sheets.
 - v. The 30% design cost estimate will have a 30% contingency.
 - vi. Specifications and Contract Documents will not be included in the 30% design.
- d. Deliverables:
 - i. 30% Plans in electronic (.PDF) format.
 - ii. 30% Construction Cost Estimate in electronic (.PDF) format.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Order locates, collect locate survey, and collect surface feature survey.
 2. Process survey data and provide a comprehensive survey base map.
 3. Provide signature and stamp from Licensed Surveyor on the "Survey Controls and Basis of Bearing" sheet included in the final design plans.
 4. Submit and process any and all local County and City permits.
 5. Access permission from private landowners – including access easements, construction easements, and permanent easements.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. 60%, 90%, and Final Design
 2. Permitting and Permit Support
 3. Bid and Award Services
 4. Construction Support
 5. Construction Management & Observation

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Services
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Description	Fee Type	Amount	Anticipated Schedule
010	Preliminary Design	Time and Materials (Estimated Amount Shown)	\$92,600	4 months from receiving complete survey basemap from City
Total:			\$92,600	

Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)

Council Agenda Coversheet	Item Number: 6.a. Date: 7/2/2024 Item Type: Public Hearing	Category: Ordinance/Reso Public Mtg / Hrg
	Subject: Ordinance: Annexation of 2107 S Clodfelter Road, AZ-2024-0001, Ranchland Homes, LLC, Department: Community Planning Ord/Reso # 2024-60XX Permit # AZ-2024-0001	
<u>Recommendation</u> Staff recommends that City Council annex two parcels generally located at 2107 S Clodfelter Road by adopting the ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the annexation ordinance as presented. <u>Summary</u> On April 2, 2024, City Council conducted a public meeting and accepted a Notice of Intent to Petition for Annexation that was initiated through a 10% Petition by Ranchland Homes, LLC, c/o Britt Creer, on behalf of the property owner Mitchell Creer, LLC. The property owner submitted the 60% petition to staff on April 3, 2024. The proposed annexation area consists of 15.53 acres on two parcels generally located at 2107 S Clodfelter Road and the property has an assessed valuation of \$630,280. A Determination of Sufficiency was issued by the Benton County Assessor on April 9, 2024, and it accounts for 100% of the assessed valuation. The site has a Pre Zone Designation of Residential Medium (RM) established by Ordinance 5385. If the proposed annexation ordinance is approved by the Council, a garbage franchise will be required. The garbage ordinance is listed as Item 6.a.1 for the Council's consideration and will be reviewed independently. Should this annexation not receive approval, the garbage franchise will become irrelevant and will not be put forward for discussion. Adoption of the ordinance will approve the annexation, require the assumption of existing city indebtedness and establish the site's zoning district as RM. <u>Alternatives</u> No alternatives are recommended. However, Council may take no action which would cause the annexation attempt to fail. <u>Fiscal Impact</u> None identified.		
<u>Attachments:</u> 1. Ordinance 2. Presentation 3. Staff Report - Exhibit 1 4. Exhibit 2 5. Exhibit 4 6. Exhibit 5 7. Exhibit 3 8. Exhibit 6		

CITY OF KENNEWICK
ORDINANCE NO. 24- _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
TERRITORY LOCATED AT 2107 S CLODFELTER ROAD AND PROVIDING
FOR ZONING CLASSIFICATION THEREOF OF RESIDENTIAL, MEDIUM
(RM) (AZ 2024-0001, Ranchland Homes, c/o Britt Creer)

WHEREAS, the hereinafter described tract of land located at 2107 S Clodfelter Road to be annexed to the City of Kennewick is not now incorporated and is contiguous to the City of Kennewick and situated in Benton County, Washington; and

WHEREAS, a good and sufficient petition has been filed for the annexation of this territory which complies with the requirements of law; and

WHEREAS, in connection with the aforesaid real property, notice of a desire for annexation was heretofore given by property owners holding more than ten percent (10%) in value of the assessed valuation of said real property, and pursuant to RCW 35A.14.120, the City Council has determined that it would require the assumption of indebtedness of the City of Kennewick contracted prior to or existing at the time of annexation; and

WHEREAS, notice of the time and place for hearing said petition was given by posting and publication as required by law and shown by the Affidavit of Posting and Affidavit of Publication now on file with the City Clerk; and

WHEREAS, the matter was duly considered by the City Council of the City of Kennewick at said hearing, and it was finally determined by said Council that annexation will be made with the assumption of indebtedness of the City of Kennewick contracted prior to or existing at the time of annexation; and

WHEREAS, it appears to the City Council that it would be beneficial to the residents of such nonincorporated area and to the residents of the City of Kennewick to annex the same; NOW, THEREFORE,

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

Section 1. Annexation of Real Property. That the real property described as follows:

Parcel No. 1-1288-300-0001-000:

The North half of the Southwest quarter and the North half of the South half of the Southwest quarter lying East of Clodfelter Road, Section 12, Township 8 North, Range 28 East, W.M., Benton County, Washington, EXCEPT Roads.

Parcel No. 1-1288-300-0006-000:

That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter of Section 12, Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom;
thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon;
thence Southeasterly therefrom;
thence Southwesterly to a point opposite HE LE 1449+36.28 on the LE Line Survey of said Highway and 207.77 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1452+98 on said Line Survey and 241.28 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of this line description.

be and the same hereby is annexed to the City of Kennewick, and is hereby declared to be within the corporate limits of the City of Kennewick. Said property is located within Benton County, Washington.

Section 2. Zoning Classification. That the zoning classification shall be Residential, Medium (RM).

Section 3. Property to be Part of City. That said territory thus annexed to the City of Kennewick from and after the effective date of this ordinance shall be part of the City of Kennewick.

Section 4. Assumption of Prior Indebtedness. The property within the annexed territory above-described shall be taxed or assessed to pay indebtedness of the City of Kennewick contracted prior to or existing at the time of such annexation. The annexed property shall not be released from taxes or assessments levied against it or from liability for payment of outstanding bonds or warrants issued prior to such annexation.

Section 5. Copy of Annexation to be Filed and Recorded. That a copy of this annexation shall be filed with the Board of County Commissioners of Benton County, Washington, in the manner required by law and also recorded in the Records of Benton County, Washington.

Section 6. Effective Date. This ordinance shall take full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of July, 2024, and signed in authentication of its passage this 2nd day of July, 2024.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL TOWNSEND,
City Clerk

ORDINANCE NO. 24-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
3rd day of July, 2024

Approved as to Form:

LISA BEATON,
Interim City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Hearing

Annexation AZ-2024-0001

July 2, 2024



Background

- * **Petitioner(s)**: Ranchland Homes, LLC
- * **Location**: 2107 S Clodfelter Road
- * **Size**: 15.53 acres
- * **Existing Land Use**: Two residences with accessory buildings and a pasture.
- * **Public Comment**: No comments have been received on this proposal.

AZ-2024-0001

Legend:

- Annexation Area
- City Limits
- Urban Growth Area

Kennewick
City of Kennewick, WA
GoToKennewick.com

Key Dates

- * April 2, 2024 – Council Accepts 10% petition
- * April 3, 2024 – 60% petition received
- * April 4, 2024 – Determination of Sufficiency requested
- * April 9, 2024 – Determination of Sufficiency received
- * April 10, 2024 – 60-day notice letters mailed
- * June 14, 2024 – Notice of Public Hearing signs posted
- * April 21, 2024 – Notice of Public Hearing published

Recommendation

Staff recommends that the City Council adopt ordinances approving the annexation.



Exhibit 1 Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4561

ANNEXATION, AZ-2024-0001 STAFF REPORT

Report Date:	June 14, 2024
Hearing Date & Location:	July 2, 2024, Council Chambers and Virtually Online
Report Prepared By:	Steve Donovan, AICP Planning Manager
Report Reviewed By:	Anthony Muai, AICP Planning Director
Summary Recommendation:	The City of Kennewick Planning Staff RECOMMENDS that Annexation AZ-2024-0001 be APPROVED .
Summary of Proposal:	Annex approximately 15.53 acres
Proposal Location:	Located generally at 2107 S Clodfelter Road.
Legal Description(s):	<u>Parcel 1-1288-300-0001-000</u> The North half of the Southwest quarter and the North half of the South half of the Southwest quarter lying East of Clodfelter Road, Section 12, Township 8 North, Range 28 East, W.M., Benton County, Washington, EXCEPT Roads. <u>Parcel 1-1288-300-0006-000</u> That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter of Section 12, Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom; thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon; thence Southeasterly therefrom; thence Southwesterly to a point opposite HE LE 1449+36.28 on the LE Line Survey of said Highway and 207.77 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES LE 1452+98 on said Line Survey and 241.28 feet Northeasterly therefrom;

Exhibit 1

thence Southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of this line description.

Property Owner(s): Mitchell Creer, LLC

Exhibits

Exhibit 1 – Staff Report

Exhibit 2 – Boundary Map

Exhibit 3 – Petition for Annexation

Exhibit 4 – Legal Description

Exhibit 5 – Determination of Sufficiency

Exhibit 6 – Zoning Map

Background and Overview

This property has been in the City of Kennewick's Urban Growth Boundary since 1996. The annexation area is located is generally located at 2107 S Clodfelter Road. Two residences and accessory structures are on-site. All structures are vacant and are in the process of being removed.

Urban growth

The annexation area lies within Kennewick's Urban Growth Area (UGA). The Growth Management Act established UGAs with the intent that future growth within cities be directed to areas where urban services are available or easily extended. UGAs are typically established adjacent to existing urban development. The existing land use designation for the annexation area is Medium Density Residential.

Zoning

The proposed zoning for this area is Residential, Medium (RM) that has a maximum density of 13 units per acre. The RM Zone is a multi-family residential zone. The site's land use designation and zoning were established in by Ordinance 5385 in 2011.

Infrastructure

Water sewer services are available at the intersection of Ridgeline Drive and S Clodfelter Road. Sewer services are available in Ridgeline Drive further to the west. At this time, the property is not connected to City Services.

Findings

1. The annexation area lies entirely within the Urban Growth Area.
2. Upon annexation, the property owners within the annexation area will require assumption of existing City indebtedness.
3. The zoning for the annexation area will be Residential, Medium (RM).
4. Water and Sewer mainlines are in Ridgeline Drive and S Clodfelter Road. The property is not connected to City Services.
5. Access to the site is via S Clodfelter Road.
6. The entire annexation area is 15.53 acres.
7. Benton County #1 is currently the first responder to this area for fire and emergency medical services. Kennewick Fire Department provides backup. Should the area be annexed, Kennewick Fire Department will take the role as the first responder to the area for fire and medical services.
8. Benton County Sheriff is currently the first responder to this area. Kennewick Police Department currently provides backup. Should the area be annexed, Kennewick Police Department would be the first responder with Benton County Sheriff providing backup when needed.
9. On April 2, 2024, City Council accepted the 10% petition.
10. The 60% petition was received on April 3, 2024 from Mitchell Creer, LLC, c/o Britt Creer.
11. A request for a Determination of Sufficiency was emailed to the Benton County Assessor on April 4, 2024. The Determination of Sufficiency was issued April 9, 2024

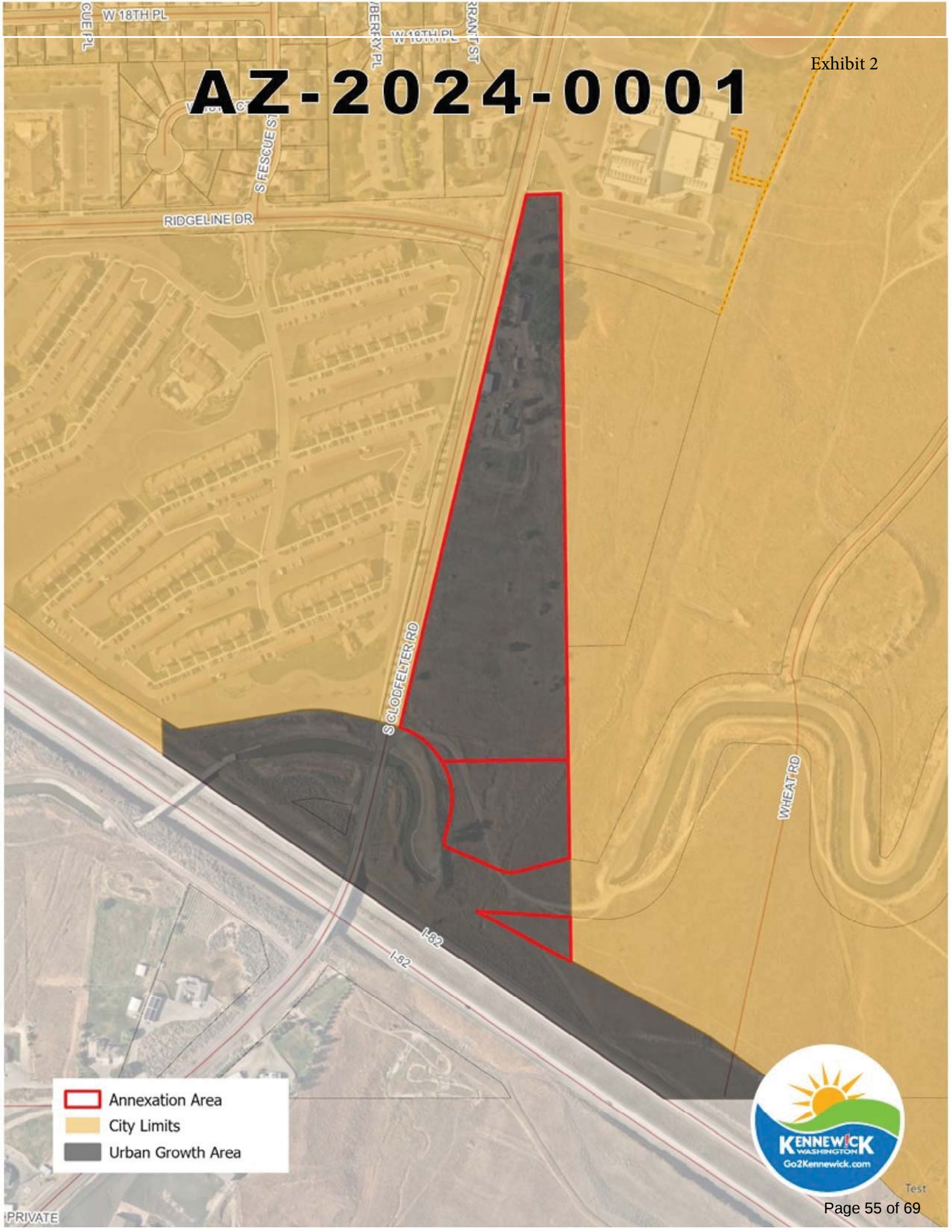
Exhibit 1

12. Notice of the public hearing for this annexation was posted on June 14, 2024 in three locations on-site as required by RCW 35A.14.130.
13. Notice of the public hearing for this annexation was published in the Tri-City Herald on June 21, 2024 as required by RCW 35A.14.130.
14. Notices were mailed to the Benton County Treasurer, Benton County Assessor, Benton County Fire District #1 and appropriate utilities on April 10, 2024 as required by RCW 35A.14.801.

Recommendation

Staff recommends the City annex this area by adopting the annexation and Basin Disposal franchise ordinances.

AZ-2024-0001



-  Annexation Area
-  City Limits
-  Urban Growth Area



Test

OWNER'S POLICY NO. 62242302510**EXHIBIT "A"**
Legal Description

That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter Of Section 12 Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom;
 thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon;
 thence Southeasterly therefrom;
 thence Southwesterly to a point opposite HES LE 1449+36.28 on the LE Line Survey or said Highway and 207.77 feet Northeasterly therefrom;
 thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom;
 thence Southeasterly to a point opposite HES LE 1452+98 on said LE Line Survey and 241.28 feet northeasterly therefrom;
 thence southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of the this line description.

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ALTA Owner's Policy of Title Insurance w-WA Mod (07/01/2021)

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OWNER'S POLICY NO. 62242302511

EXHIBIT "A"
Legal Description

The North half of the Southwest quarter and the North half of the North half of the South half of the Southwest quarter lying East of Clodfelter Road, Section 12, Township 8 North, Range 28 East, W.M., Benton County, Washington, EXCEPT Roads.

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Office of the Assessor

Bill Spencer, Assessor
 Danielle Hayes, Chief Deputy Assessor

City of Kennewick
 Community Planning Department
 210 W 6th Ave
 Kennewick, WA 99336

April 9, 2024

Determination of Sufficiency
 AZ-2024-0001

I, Bill Spencer, Benton County Assessor, do hereby certify that the petition for annexation provided by the City of Kennewick for the unincorporated lands located and described in attached Exhibit A is sufficient as far as the percentage of valuation required for the annexation as required by RCW 35A.14.120.

This petition was received in my office April 4, 2024, and this determination commenced on April 9, 2024.

The specific determination is as follows:

Value	Signatures	Percentage
630,280	630,280	100.00%

Attest:

Bill Spencer
 Benton County Assessor

cc: Benton County Commissioners

Certified Mail: 7018 1130 0001 8765 2233

ANNEXATION - AZ 2024-0001						
Parcel ID	Owner 1	Owner 2	Address	Assessed Value	Value used to determine sufficiency	Sufficiency Notes
112883000001000	Mitchell Creer LLC		2107 S Clodfelter Rd Kennewick, WA 99338	\$ 629,280	\$ 629,280	
112883000006000	Mitchell Creer LLC		Undetermined	\$ 1,000	\$ 1,000	
			Total value of all parcels	\$ 630,280		
			Value of parcels to determine sufficiency		\$ 630,280	
			% of sufficiency	100.00%		



Exhibit 3
Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280

PETITION FOR ANNEXATION

We the undersigned, being the owners of real property within the area described which lies outside the corporate limits of the City of Kennewick, Washington, but is contiguous thereto, having an assessed value in excess of 60 percent (50 percent for "islands") of the total value of the said described area according to the assessed valuation for general taxation purposes, do hereby petition the City Council of Kennewick for annexation of said described area to the City of Kennewick, Washington in accordance with RCW 35A.14.120. The proposed area for annexation is described on Exhibit "A" attached here to and depicted on Exhibit "B" further attached hereto.

*We further provide that the property within the territory to be annexed shall be subject to the conditions indicated by the Minute entry as follows:
Mr. Beauchamp moved to accept the petition for annexation (AZ-2024-0001) with the proposed boundary; designate zoning for the area consistent with land use plan; and require the assumption of existing indebtedness. The motion was seconded by Mr. Trumbo and carried 6 to 0.*

It is acknowledged that this petition may consist of a group of pages filed independently containing identical text material and it is intended by the signers of this petition that they be presented and considered as on petition.

Owner Signature	Printed Owner Name	Street Address	Assessed Valuation	Date Signed
		Tax Parcel Number		
	Britt Creer for Mitchell Creer, LLC	2107 S Clodfelter Road	\$629,280	4/3/24
		112883000001000		
	Britt Creer for Mitchell Creer, LLC	Address Undetermined	\$1,000	4/3/24
		112883000006000		

FOR PROPERTY OWNED BY BUSINESSES, CORPORATIONS OR TRUSTS: RCW 35A.01.040(9)(d) requires that any petition signed by an officer of a corporation must have attached to the petition a certified excerpt from the bylaws of such corporation showing they have authority to sign on behalf of the business, corporation or trust.

OWNER'S POLICY NO. 62242302510**EXHIBIT "A"**
Legal Description

That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter Of Section 12 Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom;
 thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon;
 thence Southeasterly therefrom;
 thence Southwesterly to a point opposite HES LE 1449+36.28 on the LE Line Survey or said Highway and 207.77 feet Northeasterly therefrom;
 thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom;
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 thence southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of the this line description.

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OWNER'S POLICY NO. 62242302511

EXHIBIT "A"
Legal Description

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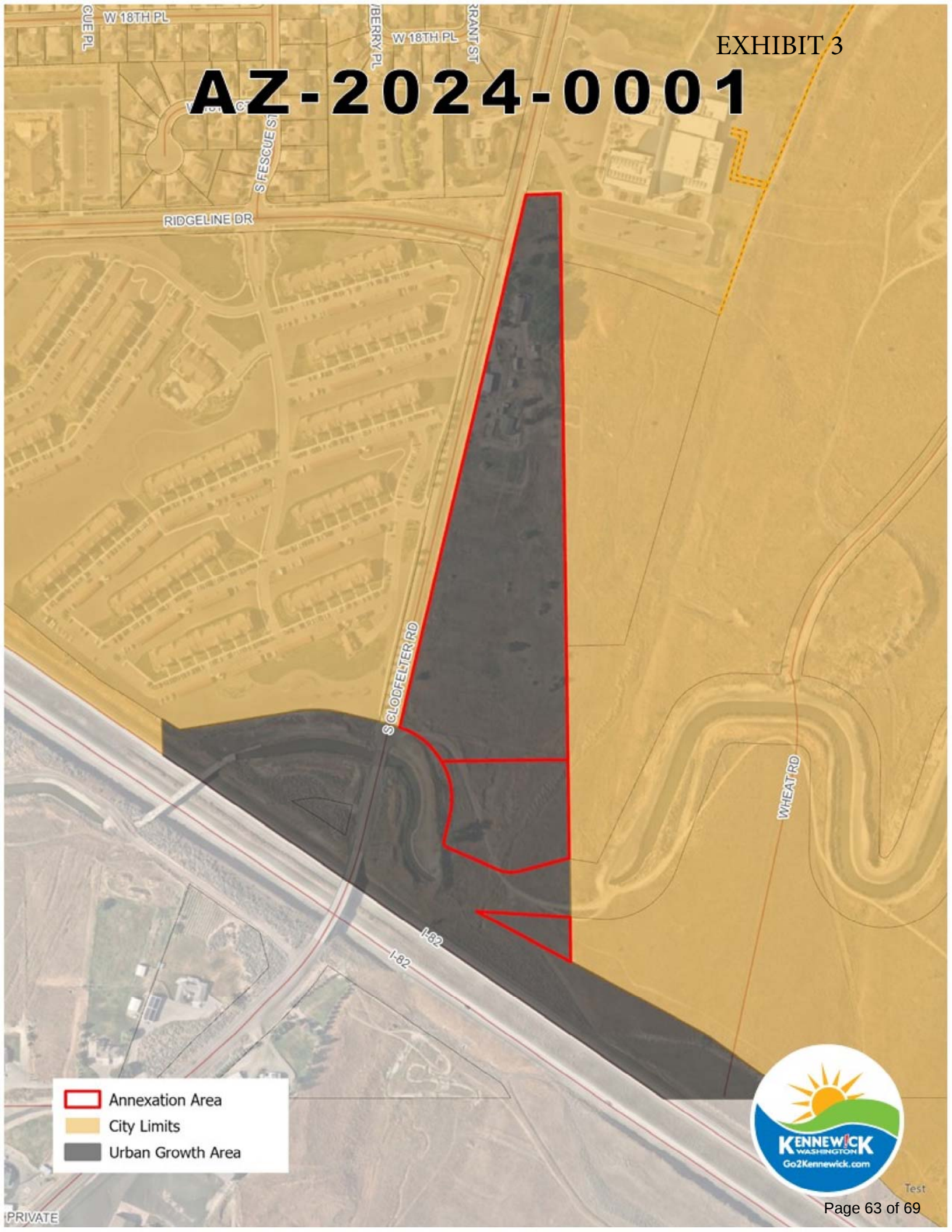


ALTA Owner's Policy of Title Insurance w-WA Mod (07/01/2021)

Page 5

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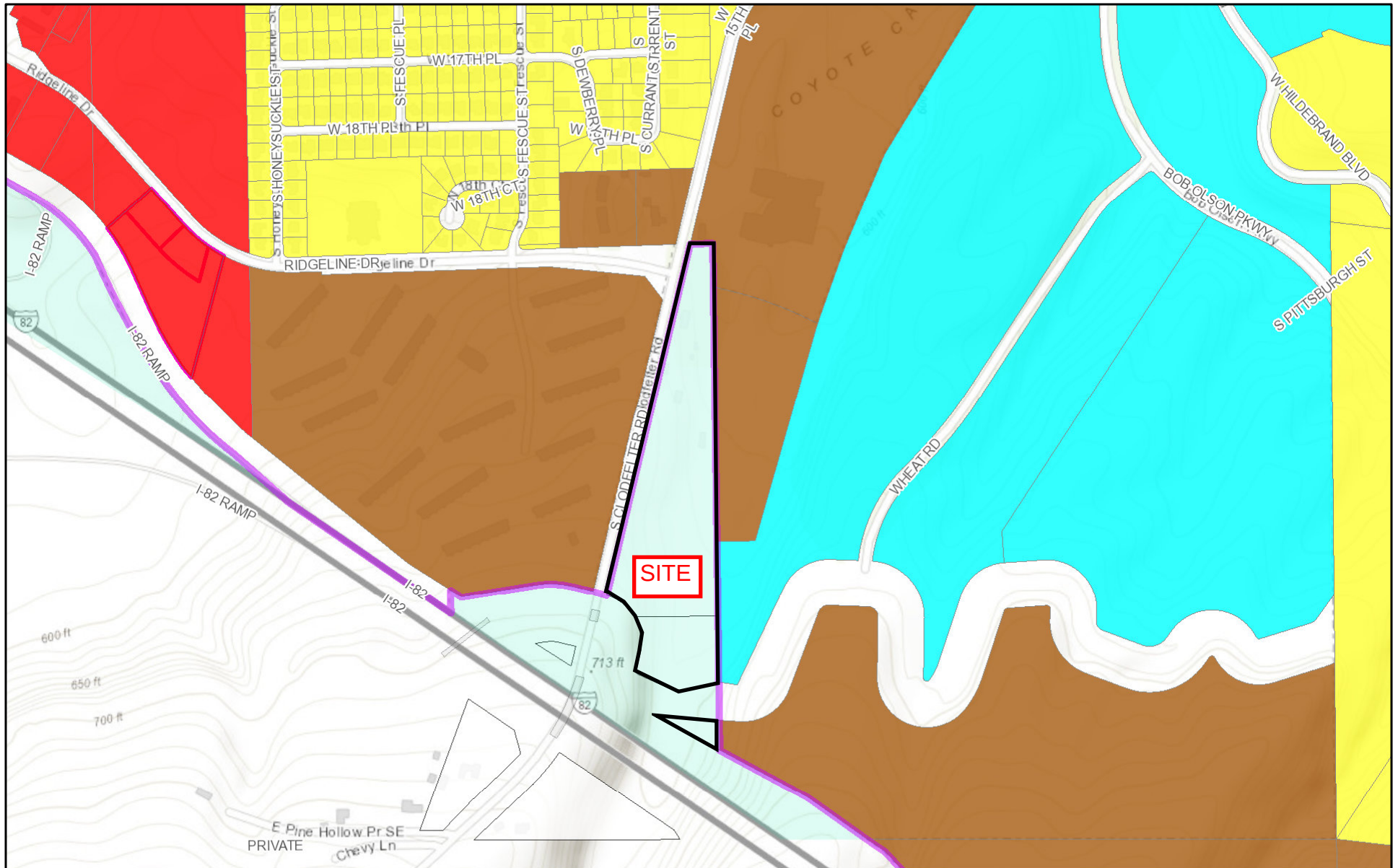
AZ-2024-0001



Test

Zoning Map

Exhibit 6



June 14, 2024

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

StreetName

SV_CI_RICHLAND_10

SurveyCityLimits

SV_CI_COUNTY_10

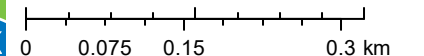
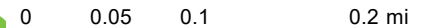
SV_CI_KENNEWICK_10

SurveyUrbanGrowthBoundary



1 inch = 600 feet

1:7,200



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

ArcGIS WebApp Builder

Council Agenda Coversheet	Item Number: 6.a.1.	Date: 7/2/2024	Category: Public Mtg / Hrg Ordinance/Reso	
	Item Type: Ordinance			
	Subject: Ordinance: Garbage Franchise with Basin Disposal for AZ-2024-0001, Ranchland Homes, LLC			
	Department: Community Planning			
	Ord/Reso # 24-60XX	Permit # AZ-2024-0001		
<u>Recommendation</u> Staff recommends Council adopt the ordinance as presented.				
<u>Motion for Consideration</u> Motion to adopt the garbage franchise ordinance as presented.				
<u>Summary</u> The property at 2107 S Clodfelter Road Cedar is currently served by Basin Disposal. In order for this service to continue, a franchise ordinance is required. This companion ordinance to item 6.a. allows Basin Disposal to continue garbage collection services in the proposed annexation area for a period of 10 years. If the ordinance to annex the property is not adopted, this franchise ordinance is irrelevant and will not be brought forward for Council consideration. This companion ordinance is standard practice for annexations when properties are served by Basin Disposal while under the jurisdictional boundaries of Benton County. The most recent instance is Ordinance 24-6053 which was adopted by Council on May 7, 2024, for service at 1215 S Cedar.				
<u>Alternatives</u> There are no recommended alternatives.				
<u>Fiscal Impact</u> None				
<u>Attachments:</u> 1. Ordinance				

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE GRANTING A FRANCHISE TO BASIN DISPOSAL, INC.
FOR THE COLLECTION OF GARBAGE AND REFUSE IN THE CITY OF
KENNEWICK (AZ 2024-0001, Ranchland Homes, c/o Britt Creer)

WHEREAS, the City of Kennewick has effected annexations of the following described property:

Parcel No. 1-1288-300-0001-000:

The North half of the Southwest quarter and the North half of the South half of the Southwest quarter lying East of Clodfelter Road, Section 12, Township 8 North, Range 28 East, W.M., Benton County, Washington, EXCEPT Roads.

Parcel No. 1-1288-300-0006-000:

That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter of Section 12, Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom;
thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon;
thence Southeasterly therefrom;
thence Southwesterly to a point opposite HE LE 1449+36.28 on the LE Line Survey of said Highway and 207.77 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1452+98 on said Line Survey and 241.28 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of this line description.

WHEREAS, said annexation will become effective on the 10th day of July, 2024; and

WHEREAS, it is the desire of the City Council to contract for the collection of solid waste in said annexed territories; NOW, THEREFORE,

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

Section 1. The City of Kennewick hereby grants to Basin Disposal, Inc. a franchise for garbage and refuse collection in the City of Kennewick in the territories annexed and as described from the date of annexation until July 10, 2034.

Section 2. The franchisee shall comply with all laws of the United States and the State of Washington, all ordinances of the City of Kennewick and applicable rules and regulations of the Washington Utilities and Transportation Commission; shall make payment of utility occupation taxes as provided in KMC 6.40; shall charge only those rates approved for garbage collection in the City of Kennewick for services for which the City has rates; shall hold the City harmless and indemnify it from any loss arising out of Basin's performance of garbage collection services authorized by this franchise; and shall not refuse service to any person within the area of this franchise except upon good cause shown.

Section 3. The City Council may suspend or revoke this franchise for good cause upon notice and an opportunity for hearing to the franchisee. Good cause means a failure by Basin to take reasonable steps to correct and/or prevent an Operational Problem within its control, after receiving notice that such an Operational Problem has occurred or is likely to occur. As used herein, the term "Operational Problem" includes, but is not limited to: 1) failure to provide service to customers; 2) failure to maintain clean sanitary vehicles; 3) failure to maintain vehicles in good working order; 4) repeated violations with the Health Department; 5) failure of franchisee employees to maintain professional and courteous relationships with customers; and 6) any criminal act committed by a franchisee employee in the course of conducting business.

Section 4. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law, but if, and only if, the franchisee has endorsed this ordinance and accepted the terms and conditions thereof prior to August 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of July, 2024, and signed in authentication of its passage this 2nd day of July, 2024.

Attest:

KRYSTAL TOWNSEND,
City Clerk

GRETLE J. CRAWFORD, Mayor

ORDINANCE NO. 24-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
3rd day of July, 2024

Approved as to Form:

LISA BEATON,
Interim City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

I, Darrick Dietrich the president of Basin Disposal, Inc. have read Ordinance 24-_____ and on behalf of the said corporation do hereby accept the same and agree to abide by the terms and conditions set down therein, and further state that I am authorized by said corporation to accept the said franchise.

DATED this _____ day of _____, 2024.

BASIN DISPOSAL, INC.

BY _____
DARRICK DIETRICH, President