



City Council Regular Meeting Agenda

October 1, 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>.

9/30/2024: A formatting change was made to Item 4.f. as detailed on the item's coversheet.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Proclamation: International Day of the Girl 2024
- Proclamation: Community Planning Month October 2024

2. VISITORS

This is a chance for visitors to express their views on any agenda item, except for the public hearing items under item 6 and the Comprehensive Plan Amendment Ordinances listed under 5.a., 5.b., 5.c. and 5.d. The Planning Commission has already received public comments for the Comprehensive Plan Amendments, and the record is now closed. Comments on the public hearing items will only be heard as each public hearing is opened. Remarks for other topics on the agenda are limited to 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: September 17, 2024, City Council Regular Meeting

Motion to approve the minutes of the September 17, 2024, City Council regular meeting as presented.

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

Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2024 in the amount of \$190,315.24 comprised of check numbers 27552-27622 in the amount of \$174,443.29 and electronic transfers in the amount of \$15,871.95.

c. Claims Roster: Columbia Park Golf Course Account

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for August 2024 in the amount of \$47,352.49, comprised of check numbers 2857-2878 in the amount of \$16,293.05 and electronic transfers in the amount of \$31,059.44.

d. Payroll Roster: For the Pay Period Ending 09/15/2024

Motion to approve the Payroll Roster for the pay period ending 09/15/2024.

e. Contract: Department of Revenue Tourism Promotion Area Charge Collection Agreement

Motion to authorize the City Manager to sign an interlocal agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge.

f. Memorandum of Understanding: BFCOG - Regional Climate Planning

Motion to authorize the Mayor to sign the Memorandum of Understanding with Benton Franklin Council of Governments for Regional Climate Planning services.

g. Bid Award: Water Filtration Plant Miscellaneous Upgrades Phase 2

Motion to award P2117-24 Water Filtration Plant Miscellaneous Upgrades Phase 2 project to Vincent Brothers, LLP in the amount of \$1,494,597.83, plus a 10% contingency amount of \$149,459.78 for a total amount of \$1,644,057.61.

h. Public Comment Letter State Supreme Court Indigent Defense Standards

Motion authorizing the Mayor to sign the Public Comment Letter to the Washington State Supreme Court.

i. 10th Shops Mechanics Bay HVAC Funding

Motion to approve the transfer of CIP Reserve funds in the amount of \$109,851.13 and authorize the funding of the 10th Shops Mechanical Bay HVAC project.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Comprehensive Plan Amendment CPA-2024-0001 - 803 S Steptoe St from Low Density Residential (LDR) to Industrial (I)
- b. Ordinance: Comprehensive Plan Amendment CPA-2024-0002 - 2219 W 13th Avenue from Low Density Residential (LDR) to Medium Density Residential (MDR)
- c. Ordinance: Comprehensive Plan Amendment CPA-2024-0003 - 1200 N. Irving Pl from Commercial (C) to Low Density Residential (LDR)
- d. Ordinance: Comprehensive Plan Amendment CPA-2024-0004 - Text amendment to add the expansion of the Convention Center to the Capital Facilities Plan list of projects

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution: Surplus of Real Property at 10th & Gum
 - 1) Sale of Real Property: 10th & Gum
- b. Ordinance: Annexation - AZAZ-2022-0001 - Harmony Development
 - 1) Ordinance: Garbage Franchise with Basin Disposal for AZAZ-2022-0001 Harmony Development
- c. Ordinance: Right of Way Vacation for a Portion of Nutmeg Street Adjacent to 60 S Oak St and 36 & 213 N Nutmeg St

7. NEW BUSINESS

- a. Contract: Amended MOA Conveying 72 Acres of Land in Columbia Park to the City of Kennewick

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



Proclamation

WHEREAS, the United Nations adoption Resolution 66/170 to declare October 11 as the International Day of the Girl, to recognize girls' rights and the unique challenges girls face around the world.; and

WHEREAS, as the world's premier leadership development organization for girls, Girl Scouts has emphasized public service, civic engagement, and fostering a sense of community in girls for over a century; and

WHEREAS, Girl Scouts works to champion the ambitions, cultivate the talents, and develop the skills of girls to be leaders in their own world, and in ours; and

WHEREAS, in these incredibly challenging times, Girl Scouts provides community, consistency, and connection for girls, and is a safe haven in all the uncertainty; and

WHEREAS, Girl Scouts offers girls 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills; and

WHEREAS, the International Day of the Girl focuses attention on the need to address the challenges girls face including poverty and to promote girls' empowerment and the rightful fulfillment of their human rights;

NOW, THEREFORE, I, GRETLE CRAWFORD, Mayor of the City of Kennewick, do hereby proclaim our city will stand with the international community in recognizing October 11, 2024 as

INTERNATIONAL DAY OF THE GIRL

in the City of Kennewick. We uplift girls in our great community and applaud the Girl Scout movement and the Council of Eastern Washington and Northern Idaho for providing a safe, inclusive, space to develop leadership skills.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 1ST day of October 2024.

SIGNED


GRETEL J. CRAWFORD,
Mayor

ATTEST


KRYSTAL TOWNSEND,
City Clerk



Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery;

NOW, THEREFORE, I, GRETJ CRAWFORD, Mayor of the City of Kennewick, do hereby proclaim October 2024 as

Community Planning Month in the City of Kennewick

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 1ST day of October 2024.

SIGNED

GRETJ J. CRAWFORD,
Mayor

ATTEST

KRYSTAL TOWNSEND,
City Clerk



Council Agenda Coversheet	Item Number: 4.a. Date: 10/1/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: September 17, 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 September 17, 2024, City Council regular 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> None.		
<u>Attachments:</u> 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
September 17, 2024**

City Council Present – In Person Unless Noted Otherwise:

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

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

City Staff Present:

Erin Erdman, *City Manager*
Cary Roe, *Deputy City Manager*
Lisa Beaton, *City Attorney*
Jessica Platt, *Interim Finance Director*
John Cowling, *Public Works Director*
Chris Guerrero, *Police Chief*
Chad Michael, *Fire Chief*
Cary Roe, *Deputy City Manager*
Krystal Townsend, *City Clerk*

Anthony Maui, *Planning Director*
Nick Farline, *Parks Director*
Chad Crouch, *Human Resources Director*
Cody Lewis, *IT Director*
Dana Dollarhyde, *Exec Assistant/Lead Communications Specialist*

1. CALL TO ORDER

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

Ms. Townsend stated all Councilmembers were in attendance, a quorum was established, and that Councilmember Millbauer was attending remotely.

Chief Michael led the pledge of allegiance. There were no invocations.

Service Recognition: Christina Palmer, Management Services, 21 Years of Service: Mayor Crawford awarded a plaque to recognize Ms. Palmer's years of service to the residents of Kennewick. Ms. Palmer spoke to the accomplishments during her time, expressed appreciation for her staff, and stressed the importance of adding personnel to her department during the upcoming budget cycle to ensure continued success and the well-being of employees. Finally, she thanked her family for their support and described the sacrifices they made when she couldn't attend family functions and events due to her obligations to the City of Kennewick.

In appreciation of her service, Mayor Crawford announced a 10-minute recess at 6:35 p.m.

Mayor Crawford reconvened the open session at 6:45 p.m.

2. VISITORS: None.

3. APPROVAL OF AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the agenda as presented.
SECOND:	Councilmember Anderson.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

4. CONSENT AGENDA

- a. Meeting Minutes: September 3, 2024, City Council Regular Meeting**
Motion to approve the minutes of the September 3, 2024, City Council regular meeting as presented.
- b. Meeting Minutes: September 10, 2024, City Council Workshop Meeting**
Motion to approve the minutes of the September 10, 2024, City Council regular meeting as presented.
- c. Claims Roster: August 2024**
Motion to approve the Claims Roster for August 2024 in the amount of \$4,159,285.02, comprised of electronic payments and check numbers 315899-316297
- d. Payroll Roster: For the Pay Period Ending 08/31/2024**
Motion to approve the Payroll Roster for the pay period ending 08/31/2024.
- e. Acceptance of Work: Systemic Safety Street Lighting Improvements Project**
Motion to accept the work of Colvico, Inc. for contract P2214-23, Systemic Safety Street Lighting Improvements, in the amount of \$365,398.94.
- f. Contract: SCADA Master Plan - Supplemental Agreement No. 1**
Motion to appoint Gabi Lopez to serve as a voting member of the Lodging Tax Advisory Committee with a term expiring August 31, 2026.

MOTION:	Mayor Pro Tem Torelli moved to adopt the consent agenda as presented.
SECOND:	Councilmember McShane.
VOTE:	The motion passed unanimously (7-0).

5. ORDINANCES/RESOLUTIONS:

- a. Ordinance: Amending KMC Chapter 9.54, Regulating Public Camping**
Ms. Beaton provided a staff report and responded to Council questions.
Ms. Townsend read the ordinance title into the record:

AN ORDINANCE RELATING TO REGULATING PUBLIC CAMPING
AND AMENDING SECTION 9.54.015 AND ELIMINATING SECTION
9.54.050 OF THE KENNEWICK MUNICIPAL CODE

MOTION:	Councilmember Anderson moved to adopt the ordinance as presented.
SECOND:	Mayor Pro Tem Torelli.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

- b. Ordinance: Repealing KMC Chapter 2.04.048, Remote Attendance**
Ms. Erdman provided a staff report and responded to Council questions.
Ms. Townsend read the ordinance title into the record:

AN ORDINANCE RELATING TO CITY COUNCIL AND REPEALING
SECTION 2.04.048 OF THE KENNEWICK MUNICIPAL CODE

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

6. PUBLIC HEARING: None.

7. NEW BUSINESS: None.

8. UNFINISHED BUSINESS: None.

9. VISITORS:

A member of the media described her efforts to interview officials concerning homelessness and requested that city officials speak with her after the meeting.

Six residents voiced their concerns regarding a home in their neighborhood that has posed safety, health, and crime issues for the past four years due to drug use, sales, and prostitution. The neighbors shared how their lives have been affected, detailed their attempts to address the problem, and earnestly sought help in finding a resolution.

An organizer from the Be SMART campaign highlighted the significance of gun safety and announced a lock box giveaway event at Ranch and Home on September 28, from 10:00 a.m. to 2:00 p.m. Brochures were provided to the City Clerk.

A local artist advocated for promoting art-related events in the same way that sporting events are marketed. He highlighted the upcoming SOCO Creative Arts Festival on September 21 in downtown Kennewick and shared the success of the Classy Chassy car show earlier this year.

10. COUNCIL COMMENTS/DISCUSSION:

Ms. Erdman, Chief Guerrero and Councilmembers spoke at length to the issues raised by the concerned neighbors. Council and staff committed to following up and working to resolve the issue.

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

11. ADJOURNMENT: Mayor Crawford concluded the meeting at 7:55p.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/315446>

Council Agenda Coversheet	Item Number: 4.b. Item Type: General Business Item Subject: Claim Roster: Toyota Center Operations and Box Office Accounts Department: Finance Ord/Reso # Project #	Date: 10/1/2024 Contract # Permit #	Category: Consent Agenda						
									
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2024 as presented.									
<u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2024 in the amount of \$190,315.24 comprised of check numbers 27552-27622 in the amount of \$174,443.29 and electronic transfers in the amount of \$15,871.95									
<u>Summary</u> The payments on this Claims Roster are comprised of the following issuances during the period 8/1/2024-8/31/2024: <table><tr><td>Check numbers 27552-27622:</td><td>\$174,443.29</td></tr><tr><td>Electronic payments (EFT):</td><td>\$15,871.95</td></tr><tr><td>Total</td><td>\$190,315.24</td></tr></table>				Check numbers 27552-27622:	\$174,443.29	Electronic payments (EFT):	\$15,871.95	Total	\$190,315.24
Check numbers 27552-27622:	\$174,443.29								
Electronic payments (EFT):	\$15,871.95								
Total	\$190,315.24								
<u>Alternatives</u> None									
<u>Fiscal Impact</u> \$190,315.24									
Attachments: 1. Claims Roster									

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
<u>TOYO Sterling Operating Account</u>				
08/02/24	27552	Auto Check	Andy See (00002880)	49.28
	08/02/24	Reimbursement: 7/16 Lunch	REIMB: Sponsorship Lunch	49.28
	107112	• Travel & Entertainment	REIMB: Sponsorship Lunch	49.28
08/02/24	27553	Auto Check	Apollo Heating and Air Conditioning (00002933)	357.35
	08/02/24	KS-940059762	Freezer Repair	357.35
	107508	• F&B Equipment Repairs & Maintenance	Freezer Repair	357.35
08/02/24	27554	Auto Check	Athletica Sport Systems Inc (00003517)	1,298.97
	08/02/24	421862	Board Poly	1,298.97
	107201	• Tools & Supplies	PO4815 - Board Poly	1,298.97
08/02/24	27555	Auto Check	Becker Arena Products, Inc (00002755)	1,694.85
	08/02/24	613141	Arena Supplies	1,681.81
	107601	• Ice-Related Expenses	PO4756 - Arena Supplies	1,681.81
	08/02/24	613216	Arena Supplies	13.04
	107601	• Ice-Related Expenses	PO4756 - Arena Supplies	13.04
08/02/24	27556	Auto Check	City of Kennewick - Misc (00002830)	2,660.00
	08/02/24	15923	Security Services	2,660.00
	104327	• Reimbursed Contract Labor	Security Services	1,520.00
	104327	• Reimbursed Contract Labor	Security Services	1,140.00
08/02/24	27557	Auto Check	Concessions Supply (00002860)	759.83
	08/02/24	96496	Labor Tech	232.35
	107508	• F&B Equipment Repairs & Maintenance	Labor Tech	232.35
	08/02/24	96501	Food	527.48
	101411	• Inventory - Food	Food	527.48
08/02/24	27558	Auto Check	Culligan Water Conditioning (00002766)	482.64
	08/02/24	144836	Bottle Water	225.55
	107201	• Tools & Supplies	Bottle Water	225.55
	08/02/24	145510	Bottle Water	94.84
	107201	• Tools & Supplies	Bottle Water	94.84
	08/02/24	145958	Cooler Rentals	27.19
	107201	• Tools & Supplies	Cooler Rentals	27.19
	08/02/24	145838	Bottle Water	135.06
	107201	• Tools & Supplies	Bottle Water	135.06
08/02/24	27559	Auto Check	Deaton, Maci (00003538)	16.62
	08/02/24	Reimbursement: Mileage ROF	REIMB: Mileage ROF	16.62
	101650	• 3rd Party Event Expense Holding Account	REIMB: Mileage ROF	16.62
08/02/24	27560	Auto Check	DevFuzion (00000278)	264.68
	08/02/24	25407	VPN Licensing	264.68
	107103	• Computer Equipment & Software	VPN Licensing	132.34
			Due To/From TRCC	132.34
08/02/24	27561	Auto Check	Gamache Landscaping, Inc. (00002798)	2,466.40
	08/02/24	1368	Irrigation Repairs	455.45
	107213	• Grounds Repairs & Maintenance	Irrigation Repairs	455.45
	08/02/24	1426	Monthly Lawn Maintenance	2,010.95
	107213	• Grounds Repairs & Maintenance	Monthly Lawn Maintenance	2,010.95
08/02/24	27562	Auto Check	IdentiSys (00004013)	228.29
	08/02/24	676315	Card Printer Supplies	617.44
	107102	• Office Supplies	PO4814 - Card Printer Supplies	308.72
			Due To/From TRCC	308.72
	08/02/24	RMA112511	Card Printer Supplies Refund	-389.15
	107102	• Office Supplies	PO4813 - Card Printer Supplies Refund	-194.57
			Due To/From TRCC	-194.58
08/02/24	27563	Auto Check	Kendrick Equipment (USA) LLC (00003867)	537.67
	08/02/24	U51997	Zamboni Repairs - Wildhorse	537.67
	109010	• Capital Improvements	PO4645 - Zamboni Repairs - Wildhorse	537.67

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>			<u>Amount</u>
08/02/24	27564	Auto Check	Mid Columbia Hockey Officials Association (00002777)			5,350.00
	08/02/24	24-013	Games worked 7/3-7/30/24		5,350.00	
	107304	• Contracted Services	Games worked 7/3-7/30/24	5,350.00		
08/02/24	27565	Auto Check	Petty Cash (00002963)			429.92
	08/02/24	Gas for lawn equip			47.00	
	101951	• Grounds	Gas for misc lawn equip	47.00		
	08/02/24	Door sweeps for TOYO			64.92	
	107212	• Building Repairs & Maintenance	Door sweeps for TOYO	64.92		
	08/02/24	Refund WWE cash sales			318.00	
	102220	• Unearned Ticket Sales	Refund WWE cash sales	318.00		
08/02/24	27566	Auto Check	Pitney Bowes Inc (00003309)			148.34
	08/02/24	1025756446	Mailstation Ink		148.34	
	107101	• Postage & Shipping	Mailstation Ink			
			Due To/From TRCC	74.17		
				74.17		
08/02/24	27567	Auto Check	RHS - Richland Key Club (00004012)			1,200.00
	08/02/24	1234	Parking Volunteers		1,200.00	
	101650	• 3rd Party Event Expense Holding Account	Parking Volunteers	1,200.00		
08/02/24	27568	Auto Check	Roto-Rooter (00002782)			1,630.50
	08/02/24	69580310	Plumbing Repair		1,630.50	
	107212	• Building Repairs & Maintenance	Plumbing Repair	1,630.50		
08/02/24	27569	Auto Check	Sunbelt Rentals, Inc. (00002783)			336.21
	08/02/24	157090122-0001	Mortar Mixer Rental		336.21	
	107305	• General Rental Equipment	Mortar Mixer Rental	336.21		
08/02/24	27570	Auto Check	US Foods (00002786)	VOID		0.00
08/02/24	27571	Auto Check	VenuWorks, Inc. (00000894)			27,437.54
	08/02/24	19588	F&B Commissions		4,057.00	
	102140	• Accrued Expenses - Other	F&B Commissions	4,057.00		
	08/02/24	19575	Advertising Commissions		23,380.54	
	102140	• Accrued Expenses - Other	Advertising Commissions	23,380.54		
08/02/24	27572	Auto Check	Vistar Corporation (00002787)			2,207.52
	08/02/24	72828671	Food		2,207.52	
	101411	• Inventory - Food	Food	2,207.52		
08/02/24	27573	Auto Check	WCP Solutions (00002788)			1,500.10
	08/02/24	13713233	Janitorial Supplies		1,500.10	
	107203	• Janitorial Supplies	PO4803 - Janitorial Supplies	1,500.10		
08/02/24	27574	Auto Check	US Foods (00002786)			7,983.46
	08/02/24	3779035	Food		957.47	
	101411	• Inventory - Food	Food	957.47		
	08/02/24	3660701	Food		77.54	
	101411	• Inventory - Food	Food	77.54		
	08/02/24	3594018	Food		6,948.45	
	101411	• Inventory - Food	Food	6,740.32		
	101415	• Inventory - Liquor	Liquor Supplies	208.13		
08/09/24	27575	Auto Check	Advanced Protection Services, Inc. (00002751)			732.38
	08/09/24	R153697	Vault Security Monitoring		43.43	
	107209	• Security & Fire Alarm System	Vault Security Monitoring	43.43		
	08/09/24	R153696	Temp Security Monitoring		43.43	
	107209	• Security & Fire Alarm System	Temp Security Monitoring	43.43		
	08/09/24	R153695	OpenEye Video Cloud		418.50	
	107209	• Security & Fire Alarm System	OpenEye Video Cloud	418.50		
	08/09/24	R153694	Fire Monitoring		73.86	
	107209	• Security & Fire Alarm System	Fire Monitoring	73.86		
	08/09/24	R153693	Ammonia Monitoring		79.30	
	107209	• Security & Fire Alarm System	Ammonia Monitoring	79.30		
	08/09/24	R153692	TA Fire Monitoring		73.86	
	107209	• Security & Fire Alarm System	TA Fire Monitoring	73.86		

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
08/09/24	27576	Auto Check	Columbia Fire Protection (00002841)		2,201.18
	08/09/24	17764	Hood Cleaning	2,201.18	2,201.18
	107508	• F&B Equipment Repairs & Maintenance	Hood Cleaning	2,201.18	
08/15/24	27577	Auto Check	Apollo Heating and Air Conditioning (00002933)		3,583.95
	08/15/24	KS-940060251	HVAC Maintenance Contract	3,583.95	3,583.95
	107210	• HVAC Repairs & Maintenance	HVAC Maintenance Contract	3,583.95	
08/15/24	27578	Auto Check	Ascentis Corporation (00002983)		1,198.72
	08/15/24	SI-170905	NOVA5000	1,198.72	
	107070	• Payroll Processing	NOVA5000	599.36	
			Due To/From TRCC	599.36	
08/15/24	27579	Auto Check	Benton Franklin District Health (00000118)		200.00
	08/15/24	0322-3969	Permit Renewal: Stand R/S	200.00	200.00
	107505	• F&B Licenses, Fees & Permits	Permit Renewal: Stand R/S	200.00	
08/15/24	27580	Auto Check	Blue Room (00003167)		8,233.29
	08/15/24	5334795	Sinks/Toilets	8,233.29	8,233.29
	101650	• 3rd Party Event Expense Holding Account	Sinks/Toilets - River of Fire	8,233.29	
08/15/24	27581	Auto Check	Brashear Electric, Inc. (00002756)		312.51
	08/15/24	41716	Pole Light Head Replacement	312.51	312.51
	107212	• Building Repairs & Maintenance	Pole Light Head Replacement	312.51	
08/15/24	27582	Auto Check	Canon Financial Services, Inc (00002793)		317.42
	08/15/24	34216064	Copier Contract	317.42	
	107105	• Printing / Copying	Copier Contract	158.71	
			Due To/From TRCC	158.71	
08/15/24	27583	Auto Check	Canon Solutions (00002757)		41.01
	08/15/24	6008882154	Copier Maintenance - QHM	41.01	41.01
	107105	• Printing / Copying	Copier Maintenance - QHM	41.01	
08/15/24	27584	Auto Check	CI Information Management (00002840)		47.20
	08/15/24	0169676	Shred Service	47.20	47.20
	107304	• Contracted Services	Shred Service	47.20	
08/15/24	27585	Auto Check	Cougar Digital Marketing & Design (00002861)		159.00
	08/15/24	13660	TA Website Maintenance	159.00	159.00
	107302	• Venue Marketing & Non-Event Advertising	TA Website Maintenance	159.00	
08/15/24	27586	Auto Check	DevFuzion (00000278)		5,895.44
	08/15/24	25478	Network Support	5,895.44	
	107104	• IT Support Services	Network Support	2,947.72	
			Due To/From TRCC	2,947.72	
08/15/24	27587	Auto Check	Ferrell Gas (00002769)		540.97
	08/15/24	1127351222	Propane	540.97	540.97
	107214	• Fuel & Vehicle Costs	Propane	270.49	
			Due To/From TRCC	270.48	
08/15/24	27588	Auto Check	GoTo Communications, Inc. (00003770)		1,214.49
	08/15/24	IN7103117397	Phone Service	1,214.49	
	107205	• Communications	Phone Service	607.25	
			Due To/From TRCC	607.24	
08/15/24	27589	Auto Check	Imagicomm Yakima (00003628)		732.70
	08/15/24	112075-1	TV Ads - PBR	732.70	732.70
	107402	• Event Advertising	TV Ads - PBR	732.70	
08/15/24	27590	Auto Check	Jet Ice (00002982)		1,498.35
	08/15/24	128100	Sunbelt Logo	1,498.35	1,498.35
	107601	• Ice-Related Expenses	Sunbelt Logo	1,498.35	

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>			<u>Amount</u>
08/15/24	27591	Auto Check	Kendrick Equipment (USA) LLC (00003867)			98.02
	08/15/24	U52002	Zamboni Repair Parts		20.87	
	109010	• Capital Improvements	PO4645 - Zamboni Repair Parts	20.87		
	08/15/24	U52034	Zamboni Repair Parts		77.15	
	109010	• Capital Improvements	Zamboni Repair Parts	77.15		
08/15/24	27592	Auto Check	KIMA-TV - KEPR-TV (00002775)			862.75
	08/15/24	AR2233956-1	TV Ads - PBR		862.75	
	107402	• Event Advertising	TV Ads - PBR	862.75		
08/15/24	27593	Auto Check	KNDO/KNDU (00002825)			1,198.50
	08/15/24	229260-1	TV Ads - PBR		1,198.50	
	107402	• Event Advertising	TV Ads - PBR	1,198.50		
08/15/24	27594	Auto Check	Loomis (00002895)			283.35
	08/15/24	13543406	Armored Car Service		283.35	
	107304	• Contracted Services	Armored Car Service			
			Due To/From TRCC	141.67		
				141.68		
08/15/24	27595	Auto Check	Lowe's Commercial Services (00002776)			623.35
	08/15/24	983837	Supplies		148.95	
	101650	• 3rd Party Event Expense Holding Account	PO4776 - Supplies	148.95		
	08/15/24	974297	Tools & Supplies		51.62	
	107201	• Tools & Supplies	PO4737 - Tools & Supplies	51.62		
	08/15/24	975232	Tools & Supplies		36.66	
	107201	• Tools & Supplies	PO4737 - Tools & Supplies	36.66		
	08/15/24	994292	Janitorial Supplies		180.62	
	107203	• Janitorial Supplies	PO4802 - Janitorial Supplies	180.62		
	08/15/24	998065	Tools		28.85	
	107201	• Tools & Supplies	PO4737 - Tools	28.85		
	08/15/24	977554	Supplies		131.28	
	107201	• Tools & Supplies	PO4737 - Supplies	131.28		
	08/15/24	981522	Tools & Supplies		45.37	
	107201	• Tools & Supplies	PO4737 - Tools & Supplies	45.37		
08/15/24	27596	Auto Check	Overhead Door Co (00002907)			2,263.49
	08/15/24	32358	Door Motor		2,263.49	
	107212	• Building Repairs & Maintenance	PO4772 - Door Motor	2,263.49		
08/15/24	27597	Auto Check	Oxarc (00002929)			104.96
	08/15/24	0061759806	CO2		104.96	
	104370	• Reimbursed Outside Event Expense	CO2 - Sesame Street	104.96		
08/15/24	27598	Auto Check	Pacific Breeze (00003739)			359.88
	08/15/24	8572094	Odor Control		359.88	
	107304	• Contracted Services	Odor Control	359.88		
08/15/24	27599	Auto Check	Roto-Rooter (00002782)			2,010.95
	08/15/24	69809391	Oven Installation		2,010.95	
	109010	• Capital Improvements	Oven Installation	2,010.95		
08/15/24	27600	Auto Check	Staples Advantage (00002740)			621.78
	08/15/24	6004462231	Accordion File		21.23	
	107102	• Office Supplies	PO4733 - Accordion File	10.62		
			Due To/From TRCC	10.61		
	08/15/24	6004462230	Office Supplies		600.55	
	107102	• Office Supplies	PO4733 - Office Supplies	165.26		
			Due To/From TRCC	435.29		
08/15/24	27601	Auto Check	Stephens Media Group (00002844)			5,419.81
	08/15/24	IN-1240713738	Radio Ads - PBR		2,440.21	
	107402	• Event Advertising	Radio Ads - PBR	2,440.21		
	08/15/24	IN-1240713734	Radio Ads - PBR		604.10	
	107402	• Event Advertising	Radio Ads - PBR	604.10		
	08/15/24	IN-1240713736	Radio Ads - PBR		604.10	
	107402	• Event Advertising	Radio Ads - PBR	604.10		
	08/15/24	IN-1240713737	Radio Ads - PBR		1,771.40	
	107402	• Event Advertising	Radio Ads - PBR	1,771.40		

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
08/15/24	27602	Auto Check	Sunbelt Rentals, Inc. (00002783)		1,614.00
	08/15/24	156991759-0001	Forklift Rental		867.43
	104370	• Reimbursed Outside Event Expense	Forklift Rental - NHPA	867.43	
	08/15/24	157453150-0001	Manlift		746.57
	107305	• General Rental Equipment	Manlift	746.57	
08/15/24	27603	Auto Check	VenuWorks, Inc. (00000894)		10,718.60
	08/15/24	19612	Management Fee		10,718.60
	107306	• VenuWorks Management Fee	Management Fee	10,718.60	
08/15/24	27604	Auto Check	WCP Solutions (00002788)		4,556.14
	08/15/24	13742889	Janitorial Supplies		185.22
	107203	• Janitorial Supplies	PO4844 - Janitorial Supplies	185.22	
	08/15/24	13742888	Janitorial Supplies		3,929.15
	107203	• Janitorial Supplies	PO 4844 - Janitorial Supplies	3,929.15	
	08/15/24	13742887	Janitorial Supplies		441.77
	107203	• Janitorial Supplies	PO4844 - Janitorial Supplies	441.77	
08/15/24	27605	Auto Check	Weaver Exterminating Service, Inc. (00002804)		440.23
	08/15/24	26520	TA Monthly Rodent Control		154.35
	107304	• Contracted Services	TA Monthly Rodent Control	154.35	
	08/15/24	26522	Monthly Rodent Control		285.88
	107304	• Contracted Services	Monthly Rodent Control	285.88	
08/15/24	27606	Auto Check	Zamboni Company USA, Inc (00003146)		4,635.38
	08/15/24	109346	Zamboni Parts		629.44
	107211	• Equipment Repairs & Maintenance	Zamboni Parts	629.44	
	08/15/24	107339	Zamboni Parts		943.53
	107211	• Equipment Repairs & Maintenance	Zamboni Parts	943.53	
	08/15/24	107161	Zamboni Parts		131.53
	107211	• Equipment Repairs & Maintenance	Zamboni Parts	131.53	
	08/15/24	109766	Zamboni Parts		1,313.42
	107211	• Equipment Repairs & Maintenance	PO3796 - Zamboni Parts	1,313.42	
	08/15/24	109226	Zamboni Parts		1,442.06
	107211	• Equipment Repairs & Maintenance	PO3759 - Zamboni Parts	1,442.06	
	08/15/24	111561	Zamboni Parts		175.40
	107211	• Equipment Repairs & Maintenance	PO3982 - Zamboni Parts	175.40	
08/19/24		Wire Transfer	King Beverage (00000486)		6,648.75
	08/19/24	2998220	Beer		2,546.00
	101413	• Inventory - Beer	Beer	2,546.00	
	08/19/24	2997149	Beer		4,102.75
	101413	• Inventory - Beer	Beer	4,102.75	
08/19/24		Wire Transfer	Odom East LLC (00003343)		1,178.91
	08/19/24	16137176	Beer		1,178.91
	101413	• Inventory - Beer	Beer	1,178.91	
08/19/24	27607	Auto Check	Elite Coatings LLC (00004025)		980.10
	08/19/24	988	Powdercoating		980.10
	107211	• Equipment Repairs & Maintenance	Powdercoating	980.10	
08/22/24	27608	Auto Check	Andy See (00002880)		433.66
	08/22/24	Reimbursement - 8/16/24	Reimbursement - Marketing		433.66
	107302	• Venue Marketing & Non-Event Advertising	Reimbursement - Marketing	433.66	
08/22/24	27609	Auto Check	Benton PUD (00000121)		20,531.06
	08/22/24	07/08/2024-08/08/2024	Large Gen Services		20,138.60
	107216	• Electricity	Large Gen Services	20,138.60	
	08/22/24	07/08/2024-08/08/24	Small Gen Services - Sign		392.46
	107216	• Electricity	Small Gen Services - Sign	392.46	
08/22/24	27610	Auto Check	Cascade Natural Gas (00000161)		197.78
	08/22/24	07/11/2024-8/09/24	TA Gen Com Service		197.78
	107217	• Natural Gas	TA Gen Com Service	197.78	
08/22/24	27611	Auto Check	Cascade Natural Gas (00000161)		66.49
	08/22/24	07/11/24-8/9/24	Gen Com Service		66.49
	107217	• Natural Gas	Gen Com Service	66.49	

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
08/22/24	27612	Auto Check	Concessions Supply (00002860)		2,348.47
	08/22/24	96686	Popcorn Machine	2,255.53	
	107508	• F&B Equipment Repairs & Maintenance	PO4830 - Popcorn Machine	2,255.53	
	08/22/24	96869	Popcorn Machine Repair	92.94	
	107508	• F&B Equipment Repairs & Maintenance	PO4830 - Popcorn Machine Repair	92.94	
08/22/24	27613	Auto Check	Culligan Water Conditioning (00002766)		277.21
	08/22/24	146504	Bottle Water	84.79	
	107201	• Tools & Supplies	Bottle Water	84.79	
	08/22/24	146977	Cooler Rentals	27.19	
	107201	• Tools & Supplies	Cooler Rentals	27.19	
	08/22/24	146827	Bottle Water	165.23	
	107201	• Tools & Supplies	Bottle Water	165.23	
08/22/24	27614	Auto Check	Department of Labor & Industries (00002934)		95.40
	08/22/24	378760	Inspections	95.40	
	107212	• Building Repairs & Maintenance	Inspections	95.40	
08/22/24	27615	Auto Check	Fastenal Company (00003206)		14.22
	08/22/24	WAKEN255668	Bolts	14.22	
	107201	• Tools & Supplies	PO4840 - Bolts	14.22	
08/22/24	27616	Auto Check	Roto-Rooter (00002782)		4,280.07
	08/22/24	69403762	Drinking Fountain Install	3,614.28	
	107212	• Building Repairs & Maintenance	Drinking Fountain Install	3,614.28	
	08/22/24	69949598	Oven Plumbing Repairs	665.79	
	109010	• Capital Improvements	Oven Plumbing Repairs	665.79	
08/22/24	27617	Auto Check	Sunbelt Rentals, Inc. (00002783)		7,058.31
	08/22/24	154597433-0004	Equipment Rentals	1,060.88	
	104370	• Reimbursed Outside Event Expense	Equipment Rentals - Sesame	1,060.88	
	08/22/24	154597433-0003	Manlift Rental	1,168.82	
	104370	• Reimbursed Outside Event Expense	Manlift Rental - Sesame	1,168.82	
	08/22/24	156288617-0003	Light Towers	4,181.51	
	101650	• 3rd Party Event Expense Holding Account	Light Towers - River of Fire	4,181.51	
	08/22/24	156288617-0002	Equipment Rentals	2,101.15	
	101650	• 3rd Party Event Expense Holding Account	Equipment Rentals - River of Fire	2,101.15	
	08/22/24	156288617-0005	Equipment Rental Credits	-249.05	
	101650	• 3rd Party Event Expense Holding Account	Equipment Rental Credits	-249.05	
	08/22/24	156288617-0006	Equipment Rental Credits	-481.54	
	101650	• 3rd Party Event Expense Holding Account	Equipment Rental Credits	-481.54	
	08/22/24	154597433-0005	Equipment Rental Credits	-448.22	
	104370	• Reimbursed Outside Event Expense	Equipment Rental Credits	-448.22	
	08/22/24	154597433-0006	Equipment Rental Credits	-275.24	
	104370	• Reimbursed Outside Event Expense	Equipment Rental Credits	-275.24	
08/22/24	27618	Auto Check	Uline (00002785)		419.30
	08/22/24	181485605	Steel Drums	419.30	
	107201	• Tools & Supplies	PO4834 - Steel Drums - NHPA	419.30	
08/22/24	27619	Auto Check	Columbia Center (00004029)		1,500.00
	08/22/24	826208302024	Sky Banner	1,500.00	
	107402	• Event Advertising	Sky Banner - Tim Allen	1,500.00	
08/27/24		Wire Transfer	Washington State Department of Revenue (00002989)		3,531.29
	08/27/24	TOYO B&O tax due July 2024		3,531.29	
	102310	• Sales Tax Payable - State	TOYO B&O tax due July 2024	1,519.95	
	107603	• B&O Taxes	TOYO B&O tax due July 2024	2,011.34	
08/31/24		Wire Transfer	American Payment Solutions - APS (00002969)		1,588.82
	08/31/24	APS TOYO Fees - Aug 24	APS TOYO Fees	1,588.82	
	107310	• Credit Card Fees	APS TOYO Fees	1,588.82	
08/31/24		Wire Transfer	Revel Systems (00003299)		2,687.97
	08/31/24	Concession POS Fees - Aug 24	Concession POS Fees	2,687.97	
	107510	• F&B Tools, Supplies & Equipment	Concession POS Fees	2,687.97	
08/31/24		Wire Transfer	Revel Systems (00003299)		191.44
	08/31/24	Arena CC Fees - Aug 24	Arena CC Fees	191.44	
	107310	• Credit Card Fees	Arena CC Fees	191.44	

**Toyota Center and Arena
Claims Roster
August 31,2024**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
08/31/24		Wire Transfer	Fintech (00003296)	24.93
	08/31/24	Fintech Fees - Aug 24	Fintech Fees	24.93
	107514	• F&B Credit Card & Banking Fees	Fintech Fees	24.93
08/28/24	27620	Auto Check	Paul Boskovich (00002984)	550.00
	08/28/24	24-613365	Runner	550.00
	107404	• Event Contracted Labor	Runner - Chayanne	550.00
08/28/24	27621	Auto Check	Adrianne Emineth (00003013)	300.00
	08/28/24	24-11053661	Runner	300.00
	107404	• Event Contracted Labor	Runner - Chayanna	300.00
08/28/24	27622	Auto Check	Rhino Staging, LLC (00004037)	13,631.25
	08/28/24	NW14924		13,631.25
	104327	• Reimbursed Contract Labor	Rigging labor for Chayanne	13,631.25
Total Paid:				<u>190,295.40</u>

TOYO Sterling Box Office Account

08/31/24		Wire Transfer	American Express Card Processing (00003298)	19.84
	08/31/24	Amex Box Office Fees - Aug 24	Amex Box Office Fees	19.84
	107310	• Credit Card Fees	Amex Box Office Fees	
			Credit Card Fees	19.84
Total Paid - TOYO Box Office:				<u>19.84</u>
Total Paid:				<u>190,315.24</u>

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



Dan Legard, Finance Director

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

Check numbers 27552-27622	\$	174,443.29
Electronic transfers - Operations		15,871.95
Total	\$	<u>190,315.24</u>

Exceptions:

Council Agenda Coversheet	Item Number: 4.c. Date: 10/1/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Claims Roster: Columbia Park Golf Course Account Department: Finance Ord/Reso # Contract # Project # Permit #	
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for August 2024. <u>Motion for Consideration</u> Motion to approve the Claims Roster for the Columbia Park Golf Course Account for August 2024 in the amount of \$47,352.49, comprised of check numbers 2857-2878 in the amount of \$16,293.05 and electronic transfers in the amount of \$31,059.44 <u>Summary</u> None <u>Alternatives</u> None <u>Fiscal Impact</u> \$47,352.49		
<u>Attachments:</u> 1. Claims Roster		

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
AUGUST 2024

Check Number	Vendor Check Name	Check Date	Amount	System
NATIONWIDE 364179395 0824	NATIONWIDE	8/1/2024	\$515.16	EFT
ADPTS 3704253	ADP TOTAL SOURCE (AUTOPAY)	8/10/2024	\$4,229.26	EFT
2827	KENNEWICK GOLF CORPORATION	8/1/2024	\$5,259.60	Check
2828	COLUMBIA POINT GOLF COURSE	8/12/2024	\$384.60	Check
2829	YELP	8/12/2024	\$40.00	Check
A00002857	CASTLE ROCK SOLUTIONS	8/12/2024	\$677.84	Check
A00002858	CINTAS CORPORATION	8/12/2024	\$107.02	Check
A00002859	CITY OF KENNEWICK	8/12/2024	\$689.12	Check
A00002860	COLEMAN OIL COMPANY	8/12/2024	\$617.85	Check
A00002861	PARTRIDGE LANDSCAPING	8/12/2024	\$1,434.84	Check
A00002862	SIMPLOT TURF	8/12/2024	\$76.09	Check
A00002863	WAMBEKE WINDOW WASHING	8/12/2024	\$125.00	Check
A00002864	WESTERN EQUIPMENT	8/12/2024	\$1,100.12	Check
A00002865	BLUE ROOM	8/13/2024	\$358.80	Check
A00002866	CINTAS CORPORATION	8/13/2024	\$214.04	Check
A00002867	COLEMAN OIL COMPANY	8/13/2024	\$354.34	Check
A00002868	FOREUP GOLF SUPPLIES	8/13/2024	\$447.00	Check
A00002869	GT GOLF SUPPLIES	8/13/2024	\$632.93	Check
A00002870	MERCANTILE SYSTEMS, INC.	8/13/2024	\$249.00	Check
A00002871	PEPSI-COLA BOTTLING OF PASCO	8/13/2024	\$694.86	Check
A00002872	SENSKE SERVICES	8/13/2024	\$217.40	Check
A00002873	TRACER GOLF ACCESSORIES	8/13/2024	\$598.34	Check
A00002875	CINTAS CORPORATION	8/27/2024	\$107.02	Check
A00002876	COLEMAN OIL COMPANY	8/27/2024	\$378.32	Check
A00002877	PEPSI-COLA BOTTLING OF PASCO	8/27/2024	\$786.16	Check
A00002878	POINTE PEST CONTROL	8/27/2024	\$179.36	Check
2830	NGCOA	8/23/2024	\$154.44	Check
2835	DROP BOX	8/28/2024	\$408.96	Check
319	CHARLES R TAFT	8/7/2024	\$250.00	EFT
320	EAT AT FOODIES	8/20/2024	\$152.18	EFT
WA DOR 0042133666	WASHINGTON STATE DEPARTMENT OF REVENUE	8/20/2024	\$5,729.42	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/9/2024	\$8,974.43	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	8/23/2024	\$8,755.45	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	8/31/2024	\$1,042.06	EFT
Bank Deduction	MERCHANT SERVICES	8/1/2024	\$1,374.20	EFT
Bank Deduction	US Bank	8/14/2024	\$37.28	EFT
			<u>\$47,352.49</u>	

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



Dan Legard, Finance Director

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

Check numbers 2857-2878	\$	16,293.05
Electronic transfers		31,059.44
Total	\$	<u>47,352.49</u>

Exceptions:

<u>Vendor Check Name</u>	<u>Check Dated</u>	<u>Amount</u>	<u>Debit</u>	<u>Credit</u>
NATIONWIDE	8/1/2024	\$515.16		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		515.16
PURCH	18400-000-244-00	PREPAID GEN LIAB INS	\$515.16	
ADP TOTAL SOURCE (AUTOPAY)	8/10/2024	\$4,229.26		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,229.26
PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,111.43	
PURCH	50800-060-244-00	HEALTH BENEFITS	\$2,117.83	
KENNEWICK GOLF CORPORATION	8/1/2024	\$5,259.60		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$5,259.60
PAY	59600-080-244-00	ACCOUNTING FEES	\$1,315.52	
PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,944.08	
COLUMBIA POINT GOLF COURSE	8/12/2024	\$384.60		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
PURCH	50100-060-244-00	SALARIES	\$192.30	
PURCH	50100-080-244-00	SALARIES	\$192.30	
YELP	8/12/2024	\$40.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
CASTLE ROCK SOLUTIONS	8/12/2024	\$677.84		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$677.84
PURCH	51900-050-244-00	CONTRACT SERVICES	\$677.84	
CINTAS CORPORATION	8/12/2024	\$107.02		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$107.02
PURCH	51900-060-244-00	CONTRACT SERVICES	\$40.24	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$66.78	
CITY OF KENNEWICK	8/12/2024	\$689.12		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$689.12
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$604.73	
PURCH	52200-060-244-01	UTILITIES - GAS & ELECTRIC	\$84.39	
COLEMAN OIL COMPANY	8/12/2024	\$617.85		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$617.85
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$127.00	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$490.85	
PARTRIDGE LANDSCAPING	8/12/2024	\$1,434.84		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,434.84
PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$1,434.84	
SIMPLOT TURF	8/12/2024	\$76.09		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$76.09
PURCH	57100-060-244-00	CHEMICALS - HERBICIDES	\$76.09	
WAMBEKE WINDOW WASHING	8/12/2024	\$125.00		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$125.00
PURCH	51900-080-244-00	CONTRACT SERVICES	\$125.00	
WESTERN EQUIPMENT	8/12/2024	\$1,100.12		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,100.12
PURCH	58100-060-244-00	EQUIPMENT PARTS	\$1,100.12	
BLUE ROOM	8/13/2024	\$358.80		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$358.80
PURCH	52300-050-244-00	GARBAGE & DEBRIS REMOVAL	\$156.38	
PURCH	51900-050-244-00	CONTRACT SERVICES	\$202.42	
CINTAS CORPORATION	8/13/2024	\$214.04		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$214.04
PURCH	51900-060-244-00	CONTRACT SERVICES	\$80.48	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$133.56	

<u>Vendor Check Name</u>	<u>Check Dated</u>	<u>Amount</u>	<u>Debit</u>	<u>Credit</u>
COLEMAN OIL COMPANY	8/13/2024		\$354.34	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$354.34
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$110.00	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$244.34	
FOREUP GOLF SUPPLIES	8/13/2024		\$447.00	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$447.00
PURCH	51900-080-244-00	CONTRACT SERVICES	\$447.00	
GT GOLF SUPPLIES	8/13/2024		\$632.93	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$632.93
PURCH	47150-050-244-00	COGS MERCHANDISE	\$632.93	
MERCANTILE SYSTEMS	8/13/2024		\$249.00	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$249.00
PURCH	51900-080-244-00	CONTRACT SERVICES	\$249.00	
PEPSI COLA BOTTLING CO. OF PASCO	8/13/2024		\$694.86	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$694.86
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$575.26	
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$99.10	
PURCH	51900-060-244-00	CONTRACT SERVICES	\$20.50	
SENSE SERVICES	8/13/2024		\$217.40	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$217.40
PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$217.40	
TRACER GOLF ACCESSORIES	8/13/2024		\$598.34	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$598.34
PURCH	47150-050-244-00	COGS MERCHANDISE	\$598.34	
CINTAS CORPORATION	8/27/2024		\$107.02	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$107.02
PURCH	51900-060-244-00	CONTRACT SERVICES	\$40.24	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$66.78	
COLEMAN OIL COMPANY	8/27/2024		\$378.32	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$378.32
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$82.00	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$296.32	
PEPSI COLA BOTTLING CO. OF PASCO	8/27/2024		\$786.16	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$786.16
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$713.76	
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$51.40	
PURCH	51900-060-244-00	CONTRACT SERVICES	\$21.00	
POINTE PEST CONTROL	8/27/2024		\$179.36	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$179.36
PURCH	51900-050-244-00	CONTRACT SERVICES	\$89.68	
PURCH	51900-060-244-00	CONTRACT SERVICES	\$89.68	
NGCOA	8/23/2024		\$154.44	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$154.44
PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES	\$154.44	
DROPBOX	8/28/2024		\$408.96	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$408.96
PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$408.96	
CHARLES R TAFT	8/7/2024		\$250.00	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$250.00
PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS	\$250.00	
EAT AT FOODIES	8/27/2024		\$152.18	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$152.18
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$152.18	

<u>Vendor Check Name</u>	<u>Check Dated</u>	<u>Amount</u>	<u>Debit</u>	<u>Credit</u>
WASHINGTON STATE DEPARTMENT OF REVENUE	8/20/2024		\$5,729.42	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$5,729.42
PURCH	20300-000-244-00	SALES TAX PAYABLE	\$3,599.13	
PURCH	91101-000-244-00	OTHER STATE TAX	\$2,130.29	
ADP TOTAL SOURCE (AUTOPAY)	8/9/2024		\$8,974.43	
PAY	50000-000-244-00	TEMPORARY ACCT		\$8,974.43
PURCH	50200-050-244-00	HOURLY WAGES	\$4,420.67	
PURCH	50200-060-244-00	HOURLY WAGES	\$3,659.63	
PURCH	50300-050-244-00	BONUSES	\$250.00	
PURCH	50400-050-244-00	SALES COMMISSIONS	\$50.00	
PURCH	50800-050-244-00	HEALTH BENEFITS		\$399.15
PURCH	50800-060-244-00	HEALTH BENEFITS		\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$782.71	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$520.12	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$58.91	
PURCH	52100-050-244-00	CELL PHONE	\$27.70	
ADP TOTAL SOURCE (AUTOPAY)	8/23/2024		\$8,755.45	
PAY	50000-000-244-00	TEMPORARY ACCT		\$8,755.45
PURCH	48100-050-244-00	INSTRUCTION	\$157.32	
PURCH	50000-000-244-00	TEMPORARY ACCT		\$100.01
PURCH	50000-000-244-00	TEMPORARY ACCT		\$854.55
PURCH	50200-050-244-00	HOURLY WAGES	\$5,257.40	
PURCH	50200-060-244-00	HOURLY WAGES	\$3,499.35	
PURCH	50200-070-244-00	HOURLY WAGES	\$80.91	
PURCH	50400-050-244-00	SALES COMMISSIONS	\$110.00	
PURCH	50800-050-244-00	HEALTH BENEFITS		\$399.15
PURCH	50800-060-244-00	HEALTH BENEFITS		\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$815.37	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$494.29	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$26.19	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$36.79	
PURCH	52100-050-244-00	CELL PHONE	\$27.70	
ELAN (MONTHLY CREDIT CARD CHGS)	8/31/2024		\$1,042.06	
PAY	50000-000-244-00	TEMPORARY ACCT		\$1,042.06
PURCH	51900-050-244-00	CONTRACT SERVICES	254.59	
PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	156.8	
PURCH	52400-080-244-00	JANITORIAL SUPPLIES	20.95	
PURCH	52500-080-244-00	OFFICE SUPPLIES	304.28	
PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	9.29	
PURCH	53100-080-244-00	ADVERTISING & MARKETING	155.07	
PURCH	53200-080-244-00	PROMO & ENTERTAINMENT	106.33	
PURCH	55150-050-244-00	GOLF CART SUPPLIES	2.49	
PURCH	58100-060-244-00	EQUIPMENT PARTS	66.23	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	59.71	
PURCH	58500-060-244-00	EQUIPMENT SHOP SUPPLIES	6.07	
PURCH	59500-060-244-00	IRRIGATION MISCELLANEOUS	-99.75	
MERCHANT SERVICES	8/1/2024		\$1,374.20	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$1,374.20
PURCH	54000-080-244-00	BANK CHARGES	\$1,374.20	
US Bank	8/14/2024		\$37.28	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$37.28
PURCH	54000-080-244-00	BANK CHARGES	\$37.28	

Council Agenda Coversheet	Item Number: 4.d. Date: 10/1/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Payroll Roster: For the Pay Period Ending 09/15/2024 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the Payroll Rosters as presented. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 09/15/2024. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 09/15/2024 Total: \$2,756,479.74		
<u>Attachments:</u> 1. Roster		

Payroll Roster for Pay Period Ending 09/15/2024

All Departments:

City Attorney	23,026.91
City Council	5,202.50
City Manager	13,236.12
Civil Service	1,648.80
Community Planning	20,266.32
Economic Development	7,391.20
Engineering	57,913.54
Finance	64,104.70
Fire	115,813.28
Human Resources	17,811.50
Management Services	134,495.04
Non-Departmental	2,612.94
Parks, Recreation & Facilities	140,856.72
Police	523,888.74

Subtotal - General Fund**1,128,268.31**

BI-PIN	14,985.46
Building Safety	52,828.62
Community Development	3,428.90
Criminal Justice	84,155.10
Equipment Rental	12,551.37
Medical Services	486,106.32
Risk Management	4,102.07
Stormwater	23,450.31
Street	35,113.88
Water & Sewer	131,888.29

Subtotal - Other Funds**848,610.32****Total Salaries and Wages****1,976,878.63****Benefits**

Dental Insurance	25,196.15
DRS Retirement	131,979.35
Employee Assistance Program	50.31
Life Insurance	5,176.02
Long-Term Disability Insurance	6,423.65
Medical Expense Reimbursement Plan	3,262.50
Medical Insurance	337,861.49
Medicare	27,524.79
MissionSquare Deferred Compensation	91,515.03
Social Security (OASDI)	84,885.70
Vision Insurance	3,471.30
WA Paid Family & Medical Leave	3,940.73
Worker's Compensation Insurance	58,314.09

Total Benefits**779,601.11****Grand Total****\$2,756,479.74**

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 \$2,756,479.74 comprised of check numbers 77513 through 77522 and direct deposit numbers 227841 through 228288.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Item Number: 4.e. Date: 10/1/2024 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: Department of Revenue Tourism Promotion Area Charge Collection Agreement Department: Finance	
<u>Recommendation</u> Staff recommends that City Council authorize the City Manager to sign an interlocal agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge. <u>Motion for Consideration</u> <i>Motion to authorize the City Manager to sign an interlocal agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge.</i> <u>Summary</u> On November 21, 2023, the Kennewick City Council authorized the City Manager to establish a temporary interlocal agreement with the Department of Revenue (DOR) to address a conflict between the Kennewick Municipal Code and state law. Since that time, state law has been updated, resolving the conflict. An update to the Kennewick Municipal Code is no longer necessary. However, the temporary agreement is no longer relevant and a new agreement is needed to facilitate the ongoing collection of the Tourism Promotion Area (TPA) charge. <u>Background:</u> In September 2023, the City of Kennewick received a notification from the DOR indicating that the city's municipal code (KMC) regarding the TPA charge was not in alignment with state law. Specifically, the DOR identified that KMC 3.25.010(2) and 3.25.020(2) specified exemptions for certain lodging businesses that are not permitted under state law. The cities of Richland and Pasco, along with several other municipalities statewide, received similar notifications from the DOR concerning their municipal codes. The DOR requested that the City of Kennewick amend KMC 3.25 to ensure compliance with state law by the end of 2024. In the meantime, due to the city's KMC being out of compliance, the DOR informed the City that it could not continue collecting TPA charges under the existing agreement. As a temporary solution, the DOR offered to enter into a provisional agreement to collect TPA charges for the City until the end of 2024, allowing sufficient time to either align KMC 3.25 with state law or pursue legislative amendments to the state law. That temporary agreement is currently in place and will be replaced by this new, ongoing agreement. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Execution of this agreement will ensure continued collection of TPA charges in 2025 and beyond.		
<u>Attachments:</u> 1. New Agreement 2. Current Agreement		

AGREEMENT FOR THE STATE ADMINISTRATION OF TOURISM PROMOTION AREA FEES WITH THE CITY OF KENNEWICK

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Kennewick, a political subdivision of the State of Washington (herein referred to as “City”) and the State of Washington Department of Revenue (“Department”) for the administration of the tourism promotion lodging charge imposed by the City of Kennewick. This Agreement is effective January 1, 2025.

RECITALS

WHEREAS, the Legislature of the State of Washington by RCW 35.101 authorizes a City to establish a Tourism Promotion Area to permit the levy of lodging charges to be expended exclusively for tourism promotion, and;

WHEREAS, RCW 35.101.055 provides the lodging charge authorized in RCW 35.101.050 does not apply to temporary medical housing exempt under RCW 82.08.997, or any lodging business, lodging unit, or lodging guest so designated by the legislative authority; and;

WHEREAS, RCW 35.101 provides that a City imposing a lodging charge by resolution or ordinance shall contract with the Department for the administration and collection of the levy of lodging charges, and;

WHEREAS, The City has by ordinance, copy attached hereto, indicated its intention to fix and impose a lodging charge of \$3.00 per night/per room in addition to all other sales and use taxes and any special assessments that may be levied (Ordinance No. 5883);

NOW, THEREFORE, to provide for the administration of lodging charges, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.
2. **Functions of the Department.** The Department shall exclusively perform all functions incident to the administration and collection for the lodging charges imposed by the Ordinance. The Department shall collect the charges from lodging businesses that furnish lodging taxable by the state under Chapter 82.08 RCW.
3. **Collection Not Authorized.** Pursuant to RCW 35.101.050, the Department is not authorized or required to administer and collect on behalf of the City any charge for which there are more than six classifications.

4. **New or Additional Legislation.** In addition to the Ordinance attached hereto, the City shall provide the Department with copies of any new and/or additional ordinances imposing any new charges or changing the rate of any charge. Such copies shall be provided to the Department no later than 75 days prior to the effective date of the resolution. Subject to the limitations under RCW 35.101.050, the Department shall administer and collect those charges that are identified in the new and/or additional ordinance pursuant to this Agreement under the same terms and conditions as for the charges imposed under the Ordinance.

5. **Collection of Lodging Charges.** The Department shall collect the lodging charges by the end of the following month after the due date of the taxable period for which lodging charges are imposed pursuant to the ordinance. In accordance with RCW 35.101.090, the charges so collected shall be deposited by the Department in the local tourism promotion account in the custody of the state treasurer. The Department shall provide the state treasurer with instructions on the proper monthly distribution of the deposited funds in accordance with RCW 35.101.100.

6. **Rules and Regulations Adopted by the Department.** Any specific rules and regulations adopted by the Department to facilitate the administration and distribution of the lodging charges shall be in accordance with the State Administrative Procedure Act and RCW 35.101. Until specific rules and regulations are adopted, the Department shall apply the provisions contained in chapters 82.03, 82.08, 82.12, 82.14, and 82.32 RCW, as the same exist or may hereafter be amended and insofar as the same are relevant to lodging charges. Such provisions shall have full force and effect of Department rules when applied to lodging charges.

7. **Uniform Collection.** The Department performs its duties hereunder so that as far as possible the lodging charges shall be administered and collected uniformly with the state's sales and use taxes.

8. **Refunds or Credits.** Any refunds or credits the Department finds are owed relating to the lodging charges shall be refunded to the taxpayer from the City's portion of the local tourism promotion account.

9. **Notification of Error of Fund Distribution.** Either party shall have six months from the date funds are distributed by the state treasurer to notify the other party in writing of any error in the amount of distributed funds. The party receiving such notice shall have sixty (60) days to review the claim. Upon agreement of the parties, the Department shall deposit any necessary additional funds with the state treasurer for distribution to the City; or in the event of an over-distribution to the City, the City shall return such over-distribution to the Department. If the City and the Department cannot reach an agreement, the parties agree to attempt mediation or other dispute resolution process prior to instigating litigation in Superior Court.

10. **Disclosure of Taxpayer Information, Documentation and Reports.** The Department shall provide taxpayer information, documentation and reports to the City in accordance with the disclosure limitations of RCW 82.32.330. The City shall require its authorized representatives that have access to confidential taxpayer information to sign a Department Secrecy Clause and shall ensure such representatives comply with RCW 82.32.330.

11. **Parties' Communication and Cooperation.** The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration and public understanding of the City lodging charges (special assessments). Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of the City lodging charges.

12. **Disputes.** In the event a dispute arises under this Agreement that cannot be resolved by mutual agreement of the parties, either party may elect arbitration in which the Department and City shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the member of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

13. **Indemnification.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the Department for the State of Washington from claims that challenge the authority of the City to impose lodging charges pursuant to the Ordinance. The City agrees that in the event there shall be a legal challenge to the Ordinance or resolutions, the Department shall not be obligated to represent the City or otherwise defend its position in any proceeding relating to such challenge.

14. **Effective Date.** This Agreement shall take effect at 12:01 AM, January 1, 2025 and shall thereafter be automatically renewed on December 31, of each year unless one of the parties gives written notice of termination on or before November 1, of each year. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement.

15. **Waiver.** Any failure by any party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right to require future strict performance of such provision; No failure or delay in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by personnel authorized to bind each of the parties.

16. **Modification.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

17. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together constitute one and the same.

IN WITNESS WHEREOF, the State of Washington, Department of Revenue and the City of Kennewick have executed this contract as of the day and year written below.

Date

Sr. Assistant Director, Department of Revenue

Date

Name, Title, Jurisdiction

Attest:

Date

Name, Title, Jurisdiction

Date

Name, City Attorney, Jurisdiction

Approved as to Form only:
Nam Nguyen, Assistant Attorney General

TEMPORARY AGREEMENT FOR THE STATE ADMINISTRATION OF TOURISM PROMOTION AREA FEES WITH THE CITY OF KENNEWICK

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Kennewick (“City”) and the State of Washington Department of Revenue (“Department”) for the administration of the tourism promotion lodging charges imposed under authority of RCW 35.101.052. This Agreement is effective December 1, 2023.

RECITALS

WHEREAS the Legislature of the State of Washington by chapter 35.101 RCW authorizes a legislative authority, either singularly or through an interlocal agreement with other jurisdictions, to establish a Tourism Promotion Area (“TPA”) to permit the levy of lodging charges to be expended exclusively for tourism promotion;

WHEREAS chapter 35.101 RCW provides that a legislative authority imposing a lodging charge by resolution or ordinance shall contract with the Department for the administration and collection of the levy of lodging charges;

WHEREAS the legislative authority has by ordinance, copy attached hereto, indicated its intention to fix and impose a lodging charge in addition to all other sales and use taxes and any special assessments that may be levied (Ordinance No. 5883);

WHEREAS Ordinance No. 5883 provides exclusions from the TPA lodging charge which are not permitted under state law, including: (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding, outdoor facilities and outdoor living;

NOW, THEREFORE, to provide for the administration of lodging charges, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.
2. **Functions of the Department.** The Department shall exclusively perform all functions incident to the administration and collection of the lodging charges imposed by Ordinance No. 5883 taxable by the state under chapter 82.08 RCW.

The Department will collect TPA charges described under Ordinance No. 5883 until December 31, 2024, to allow the City or any other party to seek corrective legislation to chapter 35.101 RCW, or to permit local jurisdictions to adopt exclusions according to their unique geographic and economic needs.

In the event corrective legislation is not enacted by December 31, 2024, the City shall amend Ordinance No. 5883, or adopt another ordinance which does not include exclusions not permitted under existing state law. The Department will not enter into a new agreement to collect the TPA charges for the City until the nonconforming ordinance is cured.

3. **Collection Not Authorized.** Pursuant to RCW 35.101.050, the Department is not authorized or required to administer and collect on behalf of the City any charge for which there are more than six classifications.

4. **New or Additional Legislation.** In addition to the Ordinance attached hereto, the City shall provide the Department with copies of any new and/or additional ordinances imposing any new charges or changing the rate of any charge. Such copies shall be provided to the Department no later than 75 days prior to the effective date of the ordinance.

5. **Collection of Lodging Charges.** The Department shall collect the lodging charges by the end of the following month after the due date of the taxable period for which lodging charges are imposed pursuant to the ordinance. In accordance with RCW 35.101.090, the charges so collected shall be deposited by the Department in the local tourism promotion account in the custody of the state treasurer. The Department shall provide the state treasurer with instructions on the proper monthly distribution of the deposited funds in accordance with RCW 35.101.100.

6. **Rules and Regulations Adopted by the Department.** Any specific rules and regulations adopted by the Department to facilitate the administration and distribution of the lodging charges shall be in accordance with the State Administrative Procedure Act and chapter 35.101 RCW. Until specific rules and regulations are adopted, the Department shall apply the provisions contained in chapters 82.03, 82.08, 82.12, 82.14, and 82.32 RCW, as the same exist or may hereafter be amended and insofar as the same are relevant to lodging charges. Such provisions shall have full force and effect of Department rules when applied to lodging charges.

7. **Uniform Collection.** The Department performs its duties hereunder so that as far as possible the lodging charges shall be administered and collected uniformly with the state's sales and use taxes.

8. **Refunds or Credits.** Any refunds or credits the Department finds are owed relating to the lodging charges shall be refunded to the taxpayer from the City's portion of the local tourism promotion account.

9. **Notification of Error of Fund Distribution.** Either party shall have six months from the date funds are distributed by the state treasurer to notify the other party in writing of any error in the amount of distributed funds. The party receiving such notice shall have sixty (60) days to review the claim. Upon agreement of the parties, the Department shall deposit any necessary

additional funds with the state treasurer for distribution to the City; or in the event of an over-distribution, the City shall return such over-distribution to the Department. If the City and the Department cannot reach an agreement, the parties agree to attempt mediation or other dispute resolution process prior to instigating litigation in Superior Court.

10. **Disclosure of Taxpayer Information, Documentation and Reports.** The Department shall provide taxpayer information, documentation, and reports to the City, in accordance with the disclosure limitations of RCW 82.32.330. The City shall require its authorized representatives that have access to confidential taxpayer information to sign a Department "Confidentiality and Non-Disclosure Agreement" and shall ensure such representatives comply with RCW 82.32.330.

11. **Parties' Communication and Cooperation.** The parties agree to establish and maintain open lines of communication and to work cooperatively to improve administration and public understanding of the lodging charges (special assessments). Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of the lodging charges.

13. **Disputes.** In the event a dispute arises under this Agreement that cannot be resolved by mutual agreement of the parties, either party may elect mediation in which the Department and the City shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the member of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

No suit, action, or proceeding of any kind, type, or nature whatsoever arising out of or in any way relating to this Agreement will be commenced by the City or the Department other than in the Superior Court of Thurston County, Washington.

14. **Indemnification.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the Department for the State of Washington from claims that challenge the authority of the City to impose lodging charges pursuant to the Ordinance. The City agrees that in the event there shall be a legal challenge to the Ordinance or resolutions, the Department shall not be obligated to represent the City or otherwise defend its position in any proceeding relating to such challenge.

15. **Effective Date.** This Agreement shall take effect at 12:01 AM, December 1, 2023 and shall thereafter terminate on December 31, 2024.

16. **Waiver.** Any failure by any party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right to require future strict performance of

such provision. No failure or delay in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by personnel authorized to bind each of the parties.

17. **Modification.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement.

18. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

19. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together constitute one and the same.

IN WITNESS WHEREOF, the State of Washington, Department of Revenue, and the City of Kennewick have executed this contract as of the day and year written below.

Attest:

Date

SR ASD OPS, Department of Revenue

Attest:

Date

Marie E. Mosley, City Manager, City of Kennewick

Date

Lisa Beaton, City Attorney, City of Kennewick

Approved as to Form only:
Andrew Krawczyk, Assistant Attorney General

CITY OF KENNEWICK
ORDINANCE NO. 5883

AN ORDINANCE RELATING TO SPECIAL LODGING ASSESSMENTS
AND AMENDING SECTION 3.25.010 OF THE KENNEWICK MUNICIPAL
CODE

WHEREAS, upon recommendation from the Tri-City Regional Hotel-Motel Commission for the increase of the Special Lodging Assessment from \$2.00 per day of stay to \$3.00 per day of stay; and

WHEREAS, the cities have contemporaneously herewith, adopted the First Amendment to the Interlocal Cooperation Agreement for Establishment of Tri-City Regional Tourism Promotion Area to provide for the increase in Special Lodging Assessment; NOW, THEREFORE,

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

Section 1. Section 3.25.010 of the Kennewick Municipal Code, be and the same hereby is, amended to read as follow:

3.25.010: Authorization of Special Lodging Assessment: There is hereby assessed, pursuant to RCW 35.101.050, a Special Lodging Assessment as a charge for the furnishing of lodging by lodging businesses located within the Kennewick Tourism Promotion Area in the amount of:

(1) Three Dollars and 00/Cents (\$3.00) per night of stay at each Class A Lodging Business as defined below.

(2) No charge (\$0.00) per night of stay at each Class B Lodging Business as defined below. (Ord. 5526 Sec. 1, 2013; Ord. 5043 Sec. 2 (part), 2004)

Section 2. Effective Date. This Ordinance shall take full force and effect on the 1st day of January, 2021, contingent upon the adoption of similar Ordinances by the City Councils of the cities of Pasco and Richland, Washington, on or before that date.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of October, 2020, and signed in authentication of its passage this 20th day of October, 2020.



DON BRITAIN, Mayor

Attest:



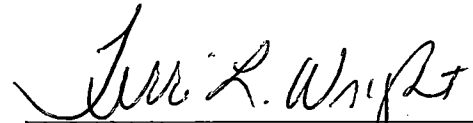
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5883 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 21st day of October, 2020.

Approved as to form:



LISA BEATON, City Attorney



TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION 10-23-2020

Council Agenda Coversheet 	Item Number: 4.f. Date: 10/1/2024 Item Type: Contract/Agreement/Lease Subject: Memorandum of Understanding: BFCOG - Regional Climate Planning - <u>REVISED 9/30/2024</u> Department: Community Planning <i>This item was revised to a more current version of the MOU on 9/30/2024. The only changes were to add page numbering and to modify the format of the signature blocks. The original attachments were removed from the revised packet.</i>	Category: Consent Agenda
<u>Recommendation</u> It is recommended that the City Council authorize the Mayor to sign the Memorandum of Understanding with Benton Franklin Council of Governments for Regional Climate Planning services. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the Memorandum of Understanding with Benton Franklin Council of Governments for Regional Climate Planning services. <u>Summary</u> In 2023, the Washington State Legislature passed HB 1181, which amended the Growth Management Act by adding a climate goal to the framework. The bill requires local jurisdictions to add a climate element with resilience and greenhouse gas emissions mitigation sub-elements to their comprehensive plans. These updates are required to be incorporated into the comprehensive plan as part of the required periodic update which is due June 2026. The state has provided grant funding for jurisdictions to complete this work. Because much of what has to be addressed is regional in nature, Benton County and the cities of Kennewick, Richland, Pasco and West Richland have been coordinating and are partnering with the Benton Franklin Council of Governments to complete the comprehensive plan update portion of the bills requirements. The proposed memorandum of understanding will allow BFCOG to enter into a contract with Department of Commerce utilizing a portion of each jurisdictions funding allocations to complete this work. Each jurisdiction is estimated to contribute 17.65% of their total allocation of state funding, which for Kennewick is \$123,529.41. BFCOG will assume responsibility for managing the contract and coordinating activities between the jurisdictions and the consultant as well as participating in the planning process. <u>Alternatives</u> Not approve the MOU resulting in Kennewick spending an increased amount of its allocated funding to complete the mandatory work. <u>Fiscal Impact</u> \$123,529.41 of grant funding allocated to Kennewick from Department of Commerce will be distributed to BFCOG to pay a hired consultant.		
<u>Attachments:</u> 1. Final MOU - Revised 9-30-2024		

MEMORANDUM OF UNDERSTANDING

between and among
the BENTON-FRANKLIN COUNCIL OF GOVERNMENTS
and BENTON COUNTY, WASHINGTON,
and the CITY OF KENNEWICK, WASHINGTON,
and the CITY OF RICHLAND, WASHINGTON,
and the CITY OF PASCO, WASHINGTON,
and the CITY OF WEST RICHLAND, WASHINGTON
for

REGIONAL APPROACH TO CLIMATE CHANGE PLANNING

I.

This Memorandum of Understanding is made by, between, and among the Benton-Franklin Council of Governments, a regional planning agency known as a “conference” established in 1966 pursuant to Chapter 36.64.080 of the Revised Code of Washington and hereinafter referred to as the “Council,” Benton County, the City of Kennewick, the City of Richland, the City of Pasco, and the City of West Richland; the five jurisdictions hereinafter referred to together as “Jurisdictions,” and the six entities being collectively referred to as the “Parties.”

II.

Once signed by the Parties, this document will serve as an agreement outlining the cooperative effort by the Parties that will allow the Washington Department of Commerce (hereinafter “Commerce”) to provide the Council with \$600,000 in combined grant funding from the planning portion of the Jurisdictions’ Commerce 2023-2025 Climate Planning Grants (hereinafter “Grant”). The Council will use this funding on behalf of the Jurisdictions to develop a regional approach to the Growth Management Act’s (hereinafter “GMA”) climate change and resiliency element requirements related to the implementation of HB 1181. Each Jurisdiction will directly receive grant funds from Commerce for the implementation portion of the 2023-2025 Climate Planning Grant.

III.

The Council, as a regional planning agency, will serve as the lead for the planning portion of the Grant and is performing planning services as part of its mission per its designation as the Benton-Franklin Regional Transportation Planning Organization by the Washington State Department of Transportation (hereinafter “WSDOT”). The Jurisdictions have each been awarded funding from the Grant but determined it efficient to engage the Council to lead a regional approach to the GMA’s climate change and resiliency element requirements, rather than by individual jurisdiction. This effort is encouraged by Commerce as climate change will impact regions, not individual cities and counties.

IV.

The primary responsibilities of the regional approach to climate change planning include:

- Assistance with development of the new Climate Element in the Comprehensive Plans.

- Development of the Resilience Mitigation and Greenhouse Gas Emissions Mitigation sub-elements to improve climate preparedness, response, and recovery efforts while reducing vehicle miles traveled and emissions.
- Research and audit of existing plans for resilience gaps, opportunities, and barriers.
- Identification of a preferred pathway to develop new regional goals and policies.
- Development of future emissions projections.

The specific responsibilities to be performed under this agreement by the Council and the consultant contracted under this agreement are defined in the attached Grant Scope of Work (Appendix 1). All activities must be completed by December 31, 2025.

V.

The Jurisdictions request that Commerce redirect 17.65% of their respective Grant awards to the Council to solicit and execute a consulting contract to perform the planning activities defined in the Grant Scope of Work (Appendix 1). Commerce will contract with the Council and provide \$600,000 in combined grant funding to the Council as outlined below from each Jurisdiction's Grant award:

- Benton County authorizes Commerce to provide funding in an amount not exceeding \$141,176.47, payable from its share of climate planning funds.
- The City of Kennewick authorizes Commerce to provide funding in an amount not exceeding \$123,529.41, payable from its share of climate planning funds.
- The City of Richland authorizes Commerce to provide funding in an amount not exceeding \$123,529.41, payable from its share of climate planning funds.
- The City of Pasco authorizes Commerce to provide funding in an amount not exceeding \$123,529.41, payable from its share of climate planning funds.
- The City of West Richland authorizes Commerce to provide funding not exceeding \$88,235.29, payable from its share of climate planning funds.

VI.

The Parties agree that the grant funds received will be administered in a manner consistent with federal and state laws.

VII.

The designated contact for the purposes of administration of this Memorandum of Agreement shall be:

Council of Governments:

Michelle Holt
Executive Director
587 Stevens Drive
Richland, WA 99352

Benton County:

Michelle Mercer
Planning Manager
102206 Wiser Pkwy
Kennewick, WA 99338

City of Kennewick:

Anthony Muai
Community Planning
Director
210 W 6th Ave
Kennewick, WA 99336

City of Richland:
Mike Stevens
Planning Manager
625 Swift Blvd
Richland, WA 99352

City of Pasco:
Jacob Gonzalez
Community and Economic
Development Director
525 N 3rd Ave
Pasco, WA 99301

City of West Richland:
Eric Mendenhall
Community and Economic
Development Director
3100 Belmont Blvd
West Richland, WA 99353

VIII.

This Memorandum of Understanding may be modified only by written amendment by all Parties.

IX.

It is not the intention of this Memorandum of Understanding to create a separate legal entity for the purposes of proceeding with the Project and no real or personal property will be acquired by the Council under this agreement.

X.

This Memorandum of Understanding shall become effective when signed by all Parties and shall terminate on December 31, 2025, and posted on the Council's website. Any of the Parties may withdraw from this Agreement before the term date by notifying the other Parties in writing to be effective thirty (30) days from such notice unless otherwise agreed upon. All funds allocated or committed under the Memorandum of Understanding through the date of Notice shall be irrevocable.

XI.

This Memorandum of Understanding may be executed by the parties in counterparts. Receipt of the executed signature pages having the same effect as if all parties had signed the same document.

ADOPTION

This Memorandum of Understanding is adopted by the Benton-Franklin Council of Governments Board of Directors at their Meeting on September 20, 2024.

Vicki Gordon, BFCOG Board Chair

Benton County, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Kennewick, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Pasco, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of Richland, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

The City of West Richland, Washington authorizes the execution of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____

APPENDIX I

REGIONAL APPROACH TO CLIMATE CHANGE PLANNING SCOPE OF WORK

Responsibilities

The Council will facilitate a regional approach to climate change planning in coordination with the Jurisdictions, as described in the MOU's body.

The jurisdictions seek to hire a consultant team to assist with this effort by collaborating on data collection and analysis, developing and implementing a regional public engagement strategy, providing additional support for jurisdiction-specific public engagement, and giving policy recommendations and implementation measures for greenhouse gas emissions reduction and climate resiliency for each jurisdiction.

The Council commits to the following:

- Facilitate the administrative efforts necessary to ensure completion of the Scope of Work Tasks on behalf of the jurisdictions (e.g., manage contracts and contractor(s), schedule meetings, coordinate all jurisdictions, meet deadlines, etc.).
- Procure and contract the services of a consultant(s) to execute the Scope of Work Tasks required to complete the Grant planning responsibilities on behalf of the Jurisdictions.

The Jurisdictions commit to the following:

- Timely responses to information requests to ensure deadlines are met.
- Participate in all necessary meetings throughout the planning portion of the Grant
- Serve on the “executive body,” providing direction to the Council and consultant(s) and act as the final decision-making authority throughout the life of this project.

Scope of Work Tasks

Task 1 | Develop and Execute a Public Engagement Plan

This task includes developing and implementing a regional public and tribal engagement strategy and establishing a “Regional Policy Review Committee” consisting of community stakeholders, developing a public survey, and holding eight regional public meetings that are consistent with the requirements of HB 1181 and the Department of Commerce Climate Element Planning Guidance.

- Establish Public Engagement Strategy and Tribal Engagement Strategy

- Establish a “Regional Policy Review Committee” of community stakeholders from various backgrounds, professions, and jurisdictions within the Tri-Cities.
- Develop a public survey regarding climate change and greenhouse gases.
- Hold eight (8) regional public meetings:
 - o One in each of the four cities
 - o First set of meetings at the beginning of the process to kick off the project and gather interest/input
 - o Second set of meetings to present data/findings
- With the option for additional jurisdiction-specific subcommittee facilitation

Task 2 | Assisting Each Jurisdiction with the Development of the New Climate Element and the Climate Resilience Mitigation Sub-Element

This task includes assisting each jurisdiction in developing the New Climate Element and the Climate Resilience Mitigation Sub-Element to improve climate preparedness, response, and recovery efforts consistent with HB 1181 and the Department of Commerce Intermediate Planning Guidance. The consultant will also perform a risk and vulnerability assessment of the region based on the impacts of climate change, an audit of existing policies and plans, develop a tree canopy analysis, and draft Climate Elements and Mitigation Sub-Elements with regional goals and policies.

- Risk and Vulnerability Assessment
 - o Assess sensitivity and adaptive capacity
 - o Characterize vulnerability and risk
 - o Identify climate impacts, hazards, and changes in climate
 - o Pair assets and hazards and describe exposure and consequences
 - o Develop strategies for resiliency to climate impacts and natural hazards
- Audit of Plans and Policies
 - o Review existing plans for resilience gaps, opportunities, and barriers
 - o Assess updates needed to existing transportation, land use, housing, capital facilities, and park elements
 - o Develop goals, policies, and implementation plans to achieve reduction targets for GHG and VMT
 - o Identify climate gaps and opportunities
 - o Draft goals and policies to address climate resilience
 - o Develop conservation and mitigation strategies
- Tree Canopy Analysis
 - o Address water conservation while promoting tree canopy increase
 - o Identify areas to preserve existing tree canopy, as well as opportunities for enhancement
- Draft Climate Elements and Mitigation Sub-Elements
 - o Utilize existing Hazard Mitigation Plan to the extent possible
 - o Develop new regional goals and policies

- o Identify policy co-benefits
- o Identify and recommend additional opportunities and implementation strategies

Task 3 | Development of a Greenhouse Gas Emissions Mitigation Sub-Element (Inventories and Projections)

This task includes developing a Greenhouse Gas Emissions Mitigation Sub-Element to reduce emissions and vehicle miles traveled, maintaining consistency with HB 1181 and the Greenhouse Gas Reduction Sub-Element Pathway 3 of the Department of Commerce Intermediate Planning Guidance. The consultant will take inventory of greenhouse gas emissions in the region and develop a management plan, set greenhouse gas reduction targets, create vehicle miles traveled study/evaluation, and develop future emissions projections (wedge analysis).

- Identify and inventory greenhouse gas emissions in the region.
 - o Identify the most significant emitters.
- Develop a greenhouse gas management plan.
 - o Set GHG reduction targets and policies¹
- Create a GHG emissions inventory and conduct a VMT study.
- Develop GHG reduction goals and policies based on emissions inventory modeling results.
- Develop per capita VMT/GHG reduction goals and policies.
- Integrate goals and policies² into each jurisdiction's comprehensive plan.
- Develop future emissions projections (wedge analysis).
- Multimodal transportation modeling partnership with Benton Franklin Council of Governments.
- Identify and recommend additional opportunities and implementation strategies.

¹ Using the Department of Ecology's framework.

² <https://deptofcommerce.app.box.com/s/hrzg8a4qzeiseb9g755lblzvvg0vv6zn>, page 44.

Budget

Below is an estimated budget for the Tri-Cities Regional Climate Change Approach broken down by work task. This budget is not to exceed \$600,000.

Task 1 | Develop and Execute a Public Engagement Plan

<i>Stakeholder and Public Engagement</i>	<i>\$90,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$110,000</i>

Task 2 | Assisting Each Jurisdiction with the Development of the New Climate Element and the Climate Resilience Mitigation Sub-Element

<i>Risk and Vulnerability Assessment</i>	<i>\$120,000</i>
<i>Audit of Plans and Policies</i>	<i>\$50,000</i>
<i>Tree Canopy Analysis</i>	<i>\$100,000</i>
<i>Draft Climate Elements and Mitigation Sub-Elements</i>	<i>\$55,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$345,000</i>

Task 3 | Development of a Greenhouse Gas Emissions Mitigation Sub-Element (Inventories and Projections)

<i>Greenhouse Gas Emissions Inventory</i>	<i>\$75,000</i>
<i>Greenhouse Gas Wedges Analysis for Future Projections</i>	<i>\$50,000</i>
<i>Contingency</i>	<i>\$20,000</i>
<i>Total</i>	<i>\$145,000</i>
<i>Grant Funding Total</i>	<i>\$600,000</i>

Council Agenda Coversheet 	Item Number: 4.g. Date: 10/1/2024 Item Type: Contract/Agreement/Lease Subject: Bid Award: Water Filtration Plant Miscellaneous Upgrades Phase 2 Department: Public Works Ord/Reso # Contract # Project # P2117-24 Permit #	Category: Consent Agenda

Recommendation

Staff recommends awarding P2117-24 Water Filtration Plant Miscellaneous Upgrades Phase 2 project to Vincent Brothers, LLP in the amount of \$1,494,597.83, plus a 10% contingency amount of \$149,459.78 for a total amount of \$1,644,057.61.

Motion for Consideration

Motion to award P2117-24 Water Filtration Plant Miscellaneous Upgrades Phase 2 project to Vincent Brothers, LLP in the amount of \$1,494,597.83, plus a 10% contingency amount of \$149,459.78 for a total amount of \$1,644,057.61.

Summary

Five (5) bids were received on September 24, 2024, at 2:00 PM:

CONTRACTOR	BID TOTAL
<i>Engineer's Estimate</i>	\$ 1,113,469.32
Vincent Brothers, LLP	\$ 1,494,597.83
Pipe of Washington/POW Contracting	\$ 1,498,429.50
Rotschy Inc	\$ 1,524,082.70
Goodman & Mehlenbacher Enterprises Inc	\$1,553,867.59
Apollo Inc	\$1,631,315.25

The Water Filtration Plant Miscellaneous Upgrades Phase 2 Project consists of various capacity related upgrades including:

- removal and installation of five (5) new vertical turbine pump assemblies,
- removal and installation of four (4) new skid mounted centrifugal filtrate pumps,
- removal and installation of 2,304 new individual membrane modules and related membrane accessory components,
- removal and installation of twelve (12) new variable frequency drives (VFDs),
- removal and installation of a new electrical switchboard cabinet and power feeder conduits,
- removal and installation of four (4) new recirculation heaters,
- removal and installation of four (4) new turbidity analyzers,
- replacement of the concrete filtration cells high performance protective coating system, and
- replacement of the filtered water discharge header pipeline high performance protective coating system.

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

Alternatives

No alternatives recommended.

Fiscal Impact

Water and Sewer Fund	\$1,644,057.61
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Attachments:

- 1. Bid Tabulation

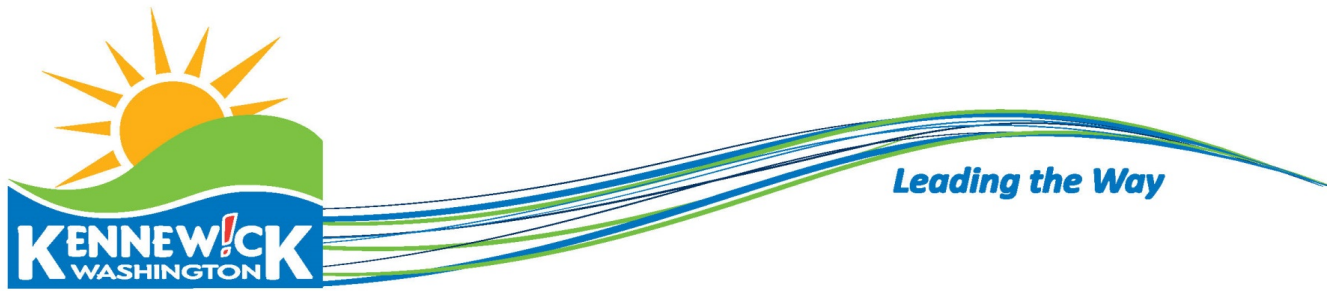
				ENGINEER'S ESTIMATE		VINCENT BROTHERS LLP		PIPE OF WASHINGTON/POW CONTRACTING		ROTSCHY INC		GOODMAN & MEHLENBACHER ENTERPRISES INC		APOLLO INC	
ITEM NO.	ITEM WITH UNIT PRICE BID	TOTAL QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SCHEDULE A - BASE BID															
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 132,000.00	\$ 132,000.00	\$ 131,000.00	\$ 131,000.00	\$ 137,000.00	\$ 137,000.00	\$ 180,000.00	\$ 180,000.00	\$ 150,000.00	\$ 150,000.00
2	SPCC PLAN	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
3	TEMP EROSION & SEDIMENT CONTROL	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00
4	GENERAL DEMOLITION	1	LS	\$ 51,480.00	\$ 51,480.00	\$ 152,000.00	\$ 152,000.00	\$ 160,000.00	\$ 160,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 128,000.00	\$ 128,000.00
5	MEMBRANE EQUIPMENT AND ACCESSORIES	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
6	MEMBRANE EQUIPMENT INSTALLATION	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 192,000.00	\$ 192,000.00	\$ 124,000.00	\$ 124,000.00	\$ 50,000.00	\$ 50,000.00	\$ 87,000.00	\$ 87,000.00	\$ 81,000.00	\$ 81,000.00
7	LOW LIFT PUMPS (2) AND VFDS (4)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
8	LOW LIFT PUMPS INSTALLATION	2	EA	\$ 10,445.00	\$ 20,890.00	\$ 4,250.00	\$ 8,500.00	\$ 25,000.00	\$ 50,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00	\$ 32,000.00	\$ 64,000.00
9	MEMBRANE PERMEATE PUMPS (4) AND VFDS (4)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
10	MEMBRANE PERMEATE PUMPS INSTALLATION	4	EA	\$ 2,860.00	\$ 11,440.00	\$ 8,950.00	\$ 35,800.00	\$ 9,000.00	\$ 36,000.00	\$ 10,000.00	\$ 40,000.00	\$ 18,000.00	\$ 72,000.00	\$ 18,000.00	\$ 72,000.00
11	MEMBRANE BACKWASH PUMPS (2) AND VFDS (2)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12	MEMBRANE BACKWASH PUMPS INSTALLATION	2	EA	\$ 14,840.00	\$ 29,680.00	\$ 9,750.00	\$ 19,500.00	\$ 15,000.00	\$ 30,000.00	\$ 18,500.00	\$ 37,000.00	\$ 12,000.00	\$ 24,000.00	\$ 17,000.00	\$ 34,000.00
13	HIGH SERVICE PUMP (1) AND VFDS (2)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
14	HIGH SERVICE PUMP INSTALLATION	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 15,500.00	\$ 15,500.00	\$ 29,000.00	\$ 29,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00	\$ 26,500.00	\$ 26,500.00
15	VFD INSTALLATIONS (QTY 12 OWNER FURNISHED)	1	LS	\$ 36,103.20	\$ 36,103.20	\$ 16,275.00	\$ 16,275.00	\$ 25,000.00	\$ 25,000.00	\$ 18,900.00	\$ 18,900.00	\$ 18,000.00	\$ 18,000.00	\$ 1,550.00	\$ 1,550.00
16	HIGH PERFORMANCE PIPE COATING INSTALLATION	1	LS	\$ 17,160.00	\$ 17,160.00	\$ 45,000.00	\$ 45,000.00	\$ 48,000.00	\$ 48,000.00	\$ 53,000.00	\$ 53,000.00	\$ 50,000.00	\$ 50,000.00	\$ 52,000.00	\$ 52,000.00
17	HIGH PERFORMANCE MEMBRANE CELL COATING INSTALLATION	1	LS	\$ 213,110.00	\$ 213,110.00	\$ 258,500.00	\$ 258,500.00	\$ 196,000.00	\$ 196,000.00	\$ 299,000.00	\$ 299,000.00	\$ 280,000.00	\$ 280,000.00	\$ 322,000.00	\$ 322,000.00
18	PP-2 ELECTRICAL SWITCHBOARD/ PANEL	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
19	PP-2 ELECTRICAL SWITCHBOARD/ PANEL INSTALLATION	1	LS	\$ 3,008.60	\$ 3,008.60	\$ 4,263.00	\$ 4,263.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
20	MEMBRANE FILTER CELL RECIRCULATION HEATERS (4)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
21	MEMBRANE FILTER CELL TURBIDITY ANALYZERS (4)	OWNER FURNISHED		NA		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
22	ELECTRICAL AND CONTROLS	1	LS	\$ 293,779.00	\$ 293,779.00	\$ 464,137.00	\$ 464,137.00	\$ 505,000.00	\$ 505,000.00	\$ 550,700.00	\$ 550,700.00	\$ 485,000.00	\$ 485,000.00	\$ 511,000.00	\$ 511,000.00
23	ELECTRICAL ROOM HVAC UNIT INSTALLATION	1	LS	\$ 28,300.00	\$ 28,300.00	\$ 6,500.00	\$ 6,500.00	\$ 15,500.00	\$ 15,500.00	\$ 13,000.00	\$ 13,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00
24	TESTING AND STARTUP	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 16,500.00	\$ 16,500.00	\$ 17,500.00	\$ 17,500.00	\$ 19,500.00	\$ 19,500.00	\$ 25,000.00	\$ 25,000.00	\$ 19,000.00	\$ 19,000.00
25	RECORD DRAWINGS	1	LS	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
SCHEDULE A SUBTOTAL						\$ 1,024,350.80		\$ 1,374,975.00				\$ 1,402,100.00		\$ 1,429,501.00	\$ 1,500,750.00
8.7% SALES TAX						\$ 89,118.52		\$ 119,622.83				\$ 121,982.70		\$ 124,366.59	\$ 130,565.25
PROJECT TOTAL						\$ 1,113,469.32		\$ 1,494,597.83				\$ 1,524,082.70		\$ 1,553,867.59	\$ 1,631,315.25

To the best of my ability, I hereby certify that this is a true and correct bid tabulation for contract P2117-24 Water Filtration Plant Misc. Upgrades Phase 2 A bid analysis was completed for unbalanced bids.

Caleb Shannon

Caleb Shannon, PE
Utility Services Capital Project Engineer

Council Agenda Coversheet	Item Number: 4.h. Date: 10/1/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Public Comment Letter State Supreme Court Indigent Defense Standards Department: City Attorney Ord/Reso # Contract # Project # Permit #	
<u>Recommendation</u> Staff recommends City Council authorize the Mayor to sign the proposed Public Comment Letter <u>Motion for Consideration</u> Motion authorizing the Mayor to sign the Public Comment Letter to the Washington State Supreme Court <u>Summary</u> The Washington State Supreme Court is currently considering proposed amendments to the Indigent Defense standards for misdemeanor practice found in CrRLJ 3.1. The proposed amendments drastically reduce the number of misdemeanor cases a public defense attorney may take in a given year, thereby increasing the number of attorneys needed to handle the public defense dockets in Benton County District Court. If the amendments are adopted as presented, the City's share of the Office of Public Defense budget will double in the 2025/2026 biennium and continue to increase from there. The costs will be astronomical and unsustainable. In addition to the tremendous financial impact, there are not enough attorneys in Benton County to fill the positions needed to meet the standards. The Washington State Supreme Court is accepting public comment as they consider the proposed amendments until October 31st. Staff has prepared a public comment letter on behalf of the City of Kennewick requesting the Court reject the amendments to CrRLJ 3.1. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u>		
Attachments: 1. Public Defense Comment Letter		



October 1, 2024

Washington State Supreme Court – Rules Committee
Post Office Box 40929
Olympia, WA 98504

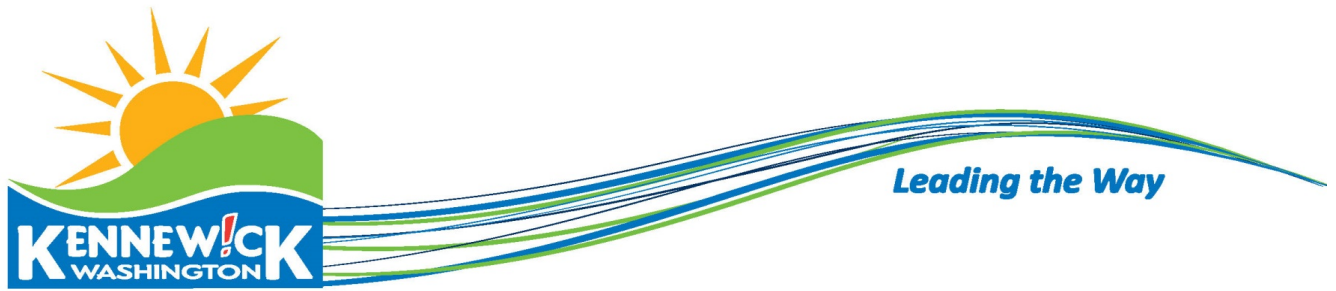
RE: Comment to proposed changes to Indigent Defense standards for
misdemeanor practice, in CrRLJ 3.1

Dear Honorable Justices,

The City of Kennewick respectfully requests the Washington State Supreme Court reject the proposed amendments to the Standards for Indigent Defense in CrRLJ 3.1. The City fully supports a defendant's constitutional right to effective assistance of counsel but disagrees with the drastic changes proposed by these amendments. Anyone familiar with the City of Kennewick knows that we have a history of working collaboratively with our criminal justice system partners to address the needs of our community. While Public Safety is a priority for this council, the City has taken a measured approach by supporting social services outreach, victim support, the Columbia Valley Center for Recovery, Therapeutic Courts and Pre-Trial Diversion in partnership with Greater Columbia Behavioral Health.

The success of the above noted programs requires the coordination of all the components of the criminal justice system including public defense. While staffing the Office of Public Defense for District Court has been a challenge in Benton County, it is the City's position that this community can overcome the staffing shortage if the current indigent defense standards for misdemeanor practice remain the same. If the amendments are approved as presented, this will become the single point of failure in the system. The preliminary estimate from Benton County for the City's share of the Office of Public Defense budget for the 2025/2026 biennium with the amendments is \$ 3,527,897. If the standards remain the same the estimate for the City will be \$2,011,298. Without an independent funding source, this will be unsustainable for the City's budget moving forward. Even if the City had the funding, there are not enough attorneys available in Benton County to meet the timeframe presented in the proposed standards. The proposed amendments to the standards for indigent defense will break the criminal justice system in our community.

In addition to issues raised by this letter, the City supports the points raised in the public comment letters submitted by the Association of Washington Cities and the Benton County Board of Commissioners. We appreciate the opportunity to provide public comment and request



the Washington State Supreme Court thoughtfully consider the real world concerns raised in this letter.

Sincerely,

Mayor Gretl Crawford
Kennewick City Council

cc: 8th, 14th, 15th & 16th District Legislative Delegation
Briahna Murray, Gordon Thomas Honeywill Governmental Affairs
Erin Erdman, City Manager

Council Agenda Coversheet	Item Number: 4.i. Date: 10/1/2024 Item Type: Contract/Agreement/Lease Subject: 10th Shops Mechanics Bay HVAC Funding Department: Parks & Recreation Ord/Reso # Contract # Project # B3026 Permit #	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends Council approve the transfer of CIP Reserve funds in the amount \$109,851.13 and authorize the funding of the 10th Shops Mechanical Bay HVAC project in the amount of \$109,851.13. <u>Motion for Consideration</u> Motion to approve the transfer of CIP Reserve funds in the amount of \$109,851.13 and authorize the funding of the 10th Shops Mechanical Bay HVAC project. <u>Summary</u> The 10th Shops Mechanical bay's currently have no A/C Climate control, which creates a health risk issue by exposes our FTE Mechanics to extreme heat conditions during the warmer months. This project is not currently in the 2023/24 adopted budget and there for needs Council approval to allocate the CIP Reserve funds. Approval of this item will allow for the installation of a new 20-ton packaged HVAC unit utilizing CIP Reserve funds supporting all service areas for the 10th Shops. <u>Alternatives</u> None Recommended <u>Fiscal Impact</u> \$109,851.13 from CIP Reserve Funds transferred to K3594180.562008 - City Facility HVAC Replacement		
<u>Attachments:</u> 1. Total Energy Mgmt - 10th Shops		

June 10, 2024

City Of Kennewick
Mechanic Shop Office HVAC
Attn: Nick Lagunas
Project: 414 S 10th ave
(TEM 22708)

2521 Stevens Drive, Richland, WA. 99352
(509) 946-4500, 946-9383 fax

PROPOSAL

Total Energy Management, Inc. (TEM)
IS PLEASED TO SUBMIT THIS QUOTE FOR THE MECHANICAL INSTALLATION
OF HEATING/COOLING EQUIPMENT

Scope of Work

- X Install Carrier 25 ton Packaged unit
- X Install Complete Duct system in mechanics bays
- X Electrical High/Low Voltage Connections
- X Refrigeration
- X New Thermostat
- X Labor, Prevailing.

Cost for this installation is \$101059.00 + tax.

The above proposals for HVAC installation specifically exclude the following:

- * Washington State Sales Tax

Sincerely,



George Grimes, 727-1883Cell

Accepted: _____ date _____

Council Agenda Coversheet	Item Number: 5.a. Date: 10/1/2024 Item Type: Ordinance	Category: Ordinance/Reso
	Subject: Ordinance: Comprehensive Plan Amendment CPA-2024-0001 - 803 S Steptoe St from Low Density Residential (LDR) to Industrial (I) Department: Community Planning Ordinance # 24-XX Permit # CPA-2023-001	
<u>Recommendation</u> The Planning Commission recommends City Council approve CPA-2024-0001 by adopting Ordinance . <u>Motion for Consideration</u> Motion to adopt the Ordinance as presented. <u>Summary</u> Knutzen Engineering, on behalf of the property owners, has applied to change the comprehensive plan land use designation of two parcels totaling 1.79 acres from Low Density Residential (LDR) to Industrial (I). The property is generally located at 803 S Steptoe Street. Adjacent properties to the north, east and across W 10th Avenue to the south have a land use designation of LDR and are zoned Residential, Low (RL). Properties across S Steptoe Street to the west are designated Industrial and are zoned Industrial, Light (IL). The Planning Commission held a public hearing to review the comprehensive plan amendment on September 9, 2024. At the hearing, staff presented an overview of the staff report and findings. At the hearing, the applicant's representative spoke in favor of the request. The public provided no testimony for or against the proposal. The Planning Commission voted unanimously (6-0) to recommend approval of CPA-2024-0001 to City Council. <u>Alternatives</u> Modify or Deny <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. CPA-2024-0001 MINUTES 2. Presentation 3. PC Action Summary 4. Staff Report 5. o24-XX CPA 24-0001 6. Vicinity Map		

**KENNEWICK PLANNING COMMISSION
SEPTEMBER 9, 2024
SPECIAL WORKSHOP/SPECIAL MEETING MINUTES**

A. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0001:

Chairman Morris opened the public hearing at 6:34 pm for Comprehensive Plan Amendment (CPA) #2024-0001, proposing to change the land use designation for approximately 1.79 acres located at 803 S. Steptoe Street from Low Density Residential (LDR) to Industrial (I). Applicant is Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Owner is T3 Development Steptoe LLC and Kennewick Acquisition Company LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0001 to City Council.

Planning Commission asked clarifying questions of staff.

2. Testimony of Applicant Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive Ste. 160, Kennewick, WA 99338. Mr. Knutzen gave testimony to clarify in support of this request (*supporting this project that is 1.5 years in the making, will make this parcel compatible with the Comprehensive Plan*).
3. Testimony in Favor of the Request: None.
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: Any comments from surrounding neighbors (*none*). *Commissioner Short declared he knows the applicant, has no conflict of interest and was not asked by the Planning Commissioners to recuse himself from consideration of this proposal.*
9. Public Testimony Closed at 6:41 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0001 and recommend City Council APPROVE the request. Commissioner Griffith seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

2024 Comprehensive Plan Amendment Review

**City Council Meeting
October 1, 2024**



Approval Criteria

KMC 4.12.110 (7) : Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that:

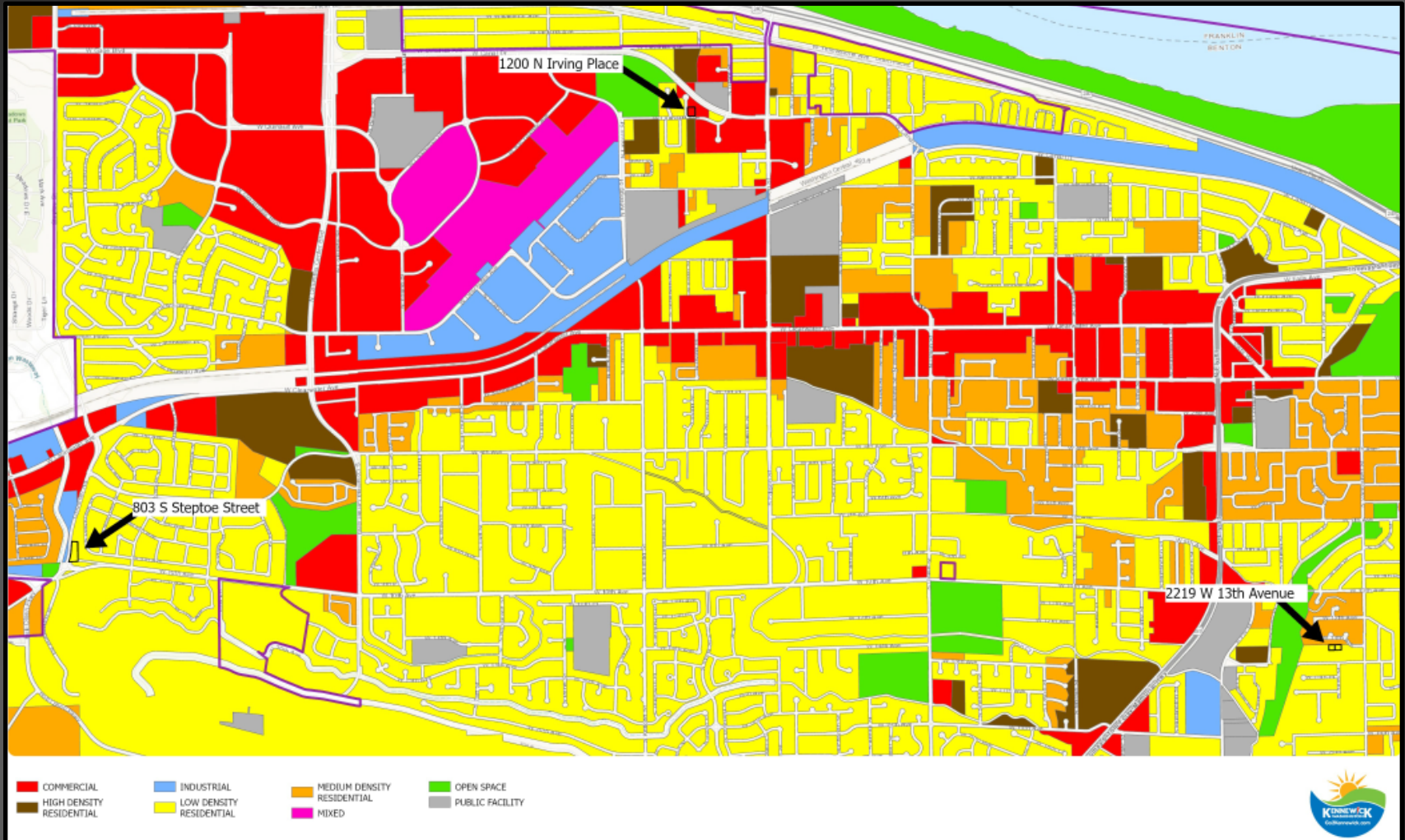
- (a) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
- (b) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment;
- (c) The proposed amendment corrects an obvious mapping error; or
- (d) The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
- (e) A rezone shall be treated as an area-wide map amendment when:
 - i. It is initiated by the City and a significant class of property is similarly affected by the proposed rezone; and
 - ii. It is either:
 - A. Based upon an adopted or ongoing comprehensive planning process or undertaken to ensure compliance with or to implement the provisions of the Growth Management Act; or
 - B. Part of the process that includes amending text for this title where such amendments will have a significant impact on a large area of the City.

Additional Factors

KMC 4.12.110 (8) : Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

- a) The effect upon the physical environment;
- b) The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes;
- c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
- d) The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
- e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
- f) The current and projected project density in the area; and
- g) The effect, if any upon other aspects of the Comprehensive Plan.

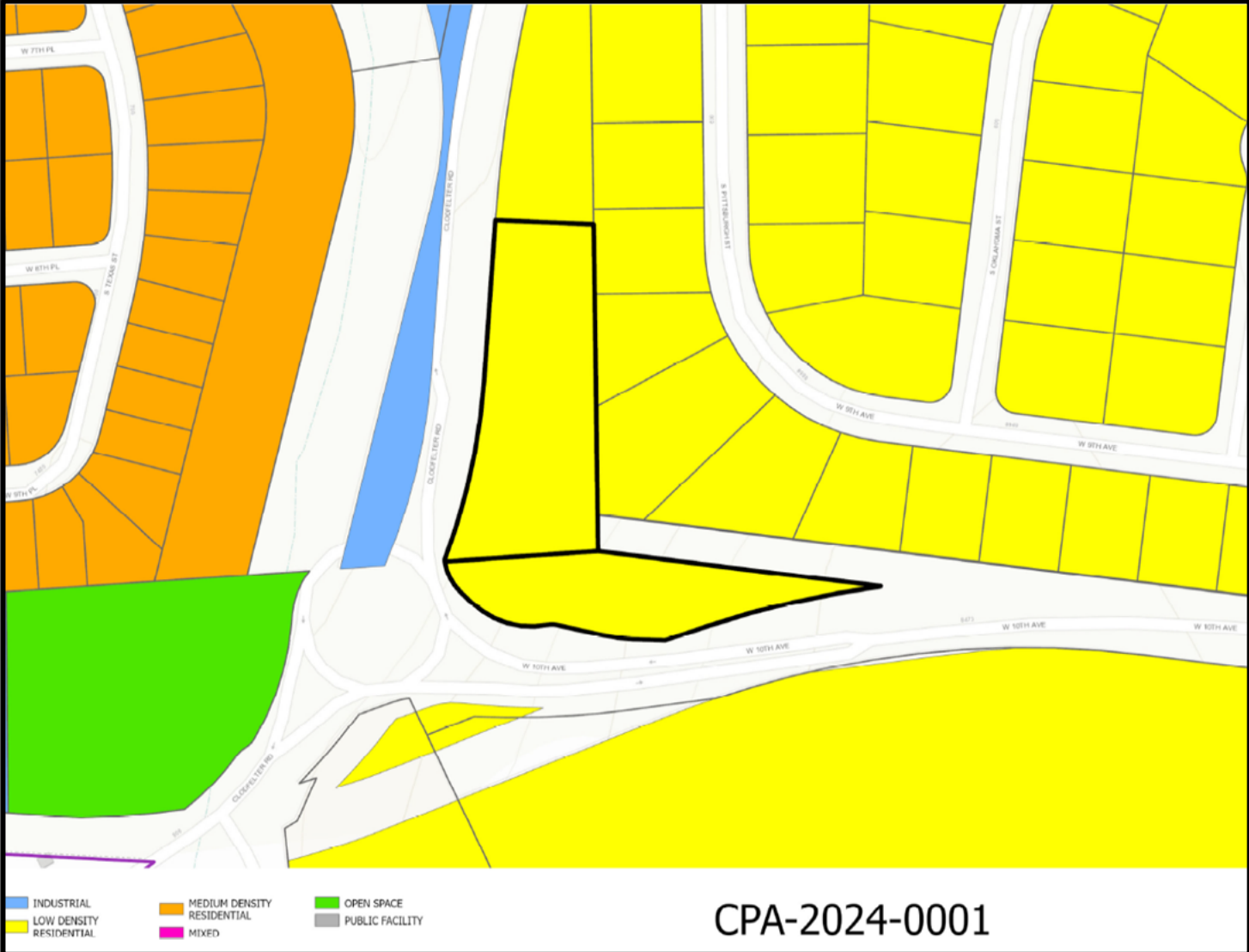
Comprehensive Plan Amendments Map



CPA-2024-0001

- Low Density Residential (LDR) to Industrial (I)
- 1.79 acres (two parcels)
- Generally located at 803 S Steptoe Street
- Knutzen Engineering

Land Use Map



Key Issues

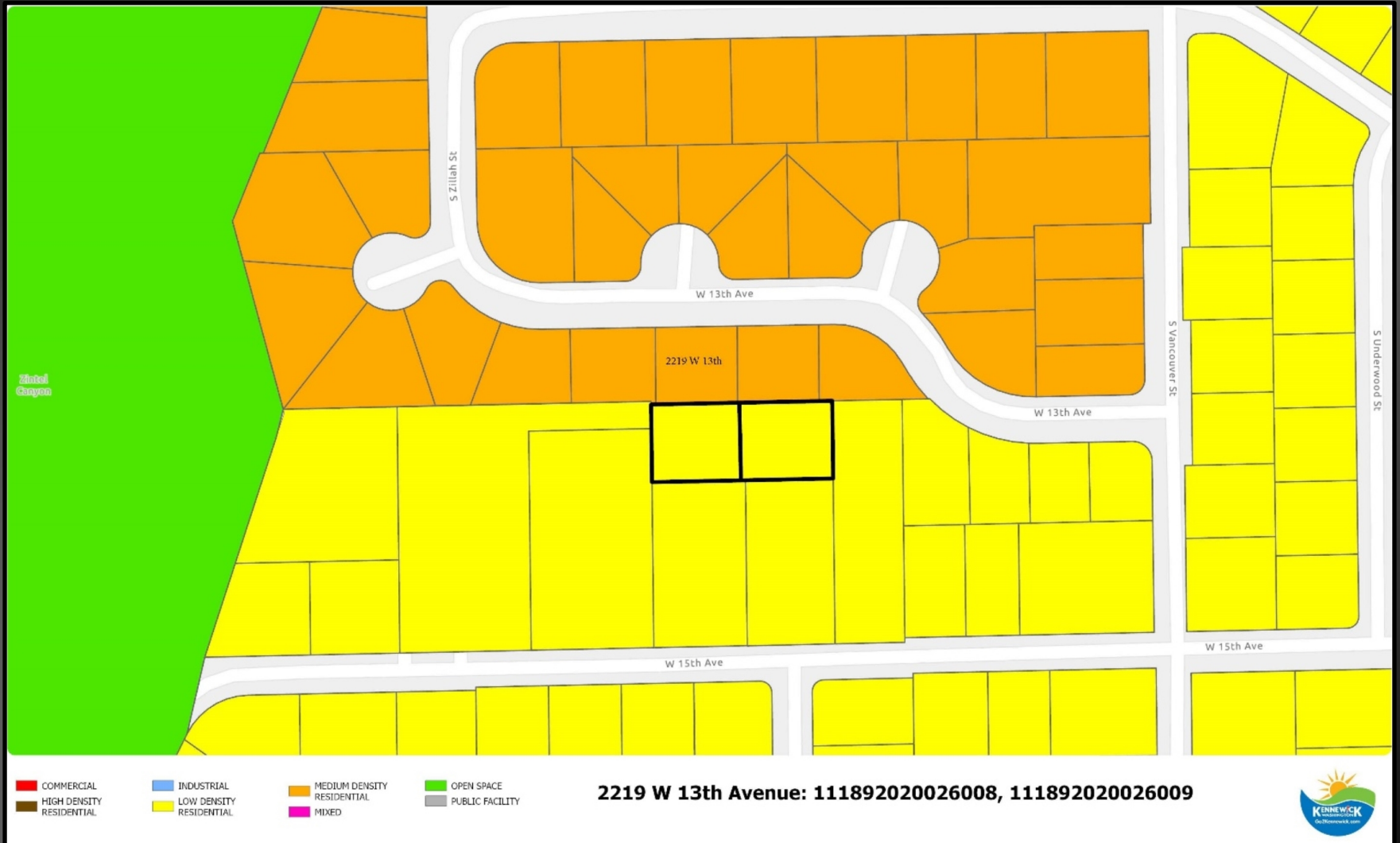
- The amendment will allow the site of a nonconforming business to be zoned to a district that will permit the use.
- Access to the southern property will have to be across 803 S Steptoe Street.
- The properties on the west side of the S Steptoe are zoned either commercial or industrial.
- Single-family residential is directly behind the site at a higher grade.

Planning Commission voted 6-0 to recommend approval.

CPA-2024-0002

- Low Density Residential (LDR) to Medium Density Residential (MDR)
- .5348 acres
- 2219 W 13th Avenue
- Douglas Jones

Land Use Map



Key Issues

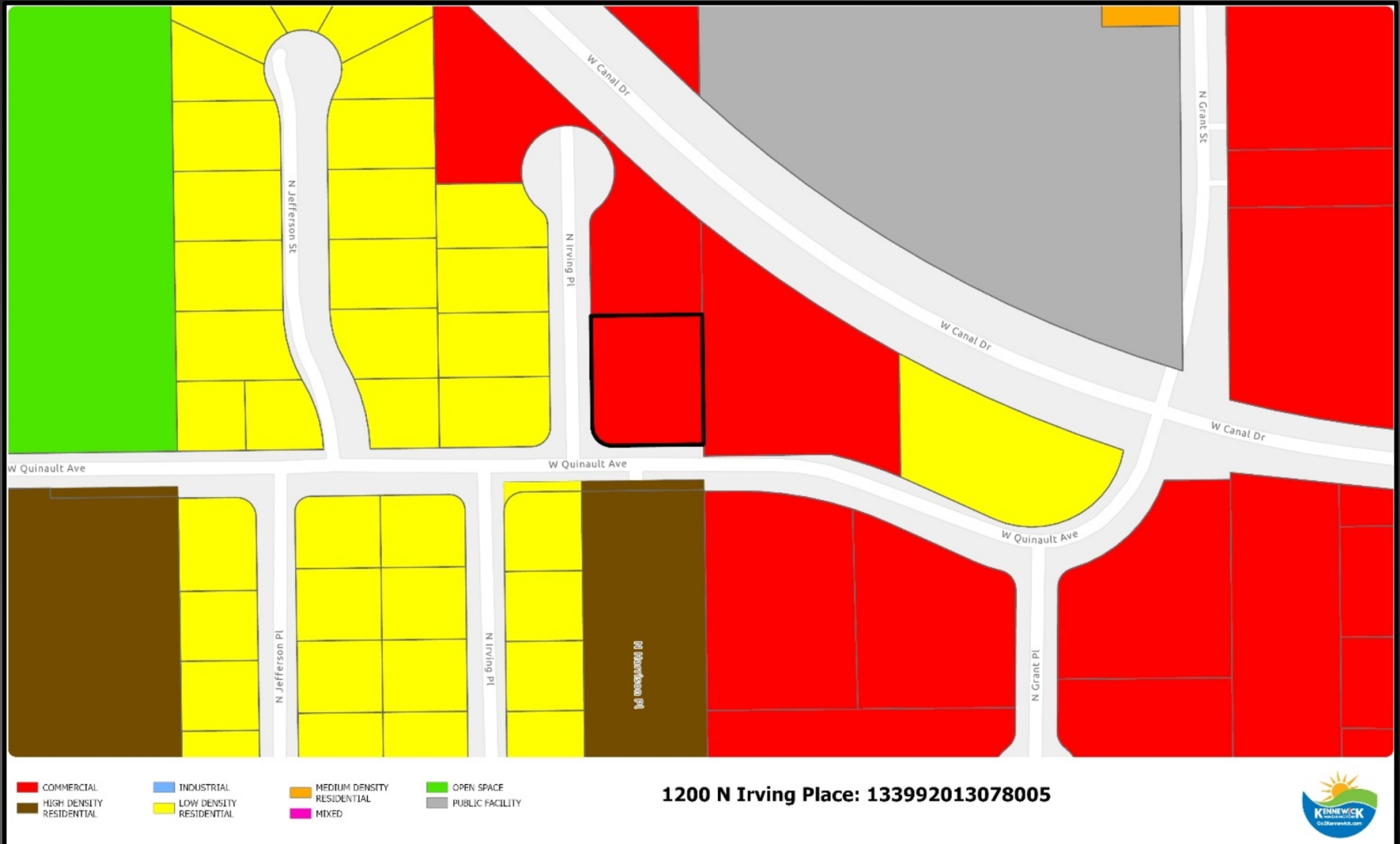
- The subject properties are currently landlocked and considered nonconforming.
- The applicant intends to consolidate the two parcels with the property at 2219 W 13th Avenue.
- A Change of Zone is required prior to a potential consolidation.

Planning Commission voted 6-0 to recommend approval.

CPA-2024-0003

- Commercial (C) to Low Density Residential (LDR)
- .55 acres
- 1200 N Irving Place
- Lexar Homes of TC

Land Use Map



Key Issues

- The site is vacant.
- The same land use designation is directly across N Irving Place.
- If approve the site will need to be rezoned Residential, Low. Single-family Residential is primarily permitted in the zone.

Planning Commission voted 6-0 to recommend approval.

CPA-2024-0004

- Text Amendment to add the Convention Center expansion to the Capital Facilities Plan list of projects.
- City of Kennewick is the applicant.

Planning Commission voted 6-0 to recommend approval.

Questions?



Planning Commission Action Summary
CPA-2024-0001 – Knutzen Engineering, c/o Paul Knutzen

The Kennewick Planning Commission conducted a public hearing on September 9, 2024. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and listening to public testimony, the Commission passed a motion on the proposed Comprehensive Plan Amendment, concurring with the findings and conclusions in the staff report and recommends to City Council approval of CPA-2024-0001.

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The owners are T3 Development Steptoe, LLC and Kennewick Acquisition Company, LLC.
3. The request is to change the site's land use designation from Low Density Residential to Industrial.
4. The application was received on March 26, 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on June 19, 2024.
5. 803 S Steptoe Street is served by City Water and Sewer Utilities, the additional property to the south does not have utility stubs to it.
6. Access to the site is from S Steptoe Street.
7. The proposed amendment is adjacent to Medium Density Residential, Low Density Residential and Industrial designated lands.
8. A Determination of Non-Significance was issued for this application on July 8, 2024. The appeal period for the determination ended on July 22, 2024.
9. A public hearing notification sign was posted on site August 23, 2024.
10. Notice of the public hearing for this application was published in the Tri-City Herald on August 25, 2024.
11. Notices were mailed to property owners within 300 feet of the site on August 21, 2024.
12. The proposed amendment will allow the property to be zoned an Industrial Zoning District. Future development will be subject to development regulations in order to protect the environment and public.
13. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
14. The proposed amendment does not correct an obvious mapping error.
15. This request will address a deficiency in the Comprehensive Plan for Industrial Land.

Conclusions of Law

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for 1.79-acres from Low Density Residential to Industrial.

3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan Industrial Goals 1, 2 and 3.
4. Future development will be required to meet applicable development regulations and concurrency requirements.

The motion to approve was moved by Commissioner Gregory and seconded by Commissioner Griffith. The motion passed unanimously, with Commissioners Gregory, Griffith, Hempstead, Shor, Vice-Chair Helgeson and Chairman Morris all in favor.

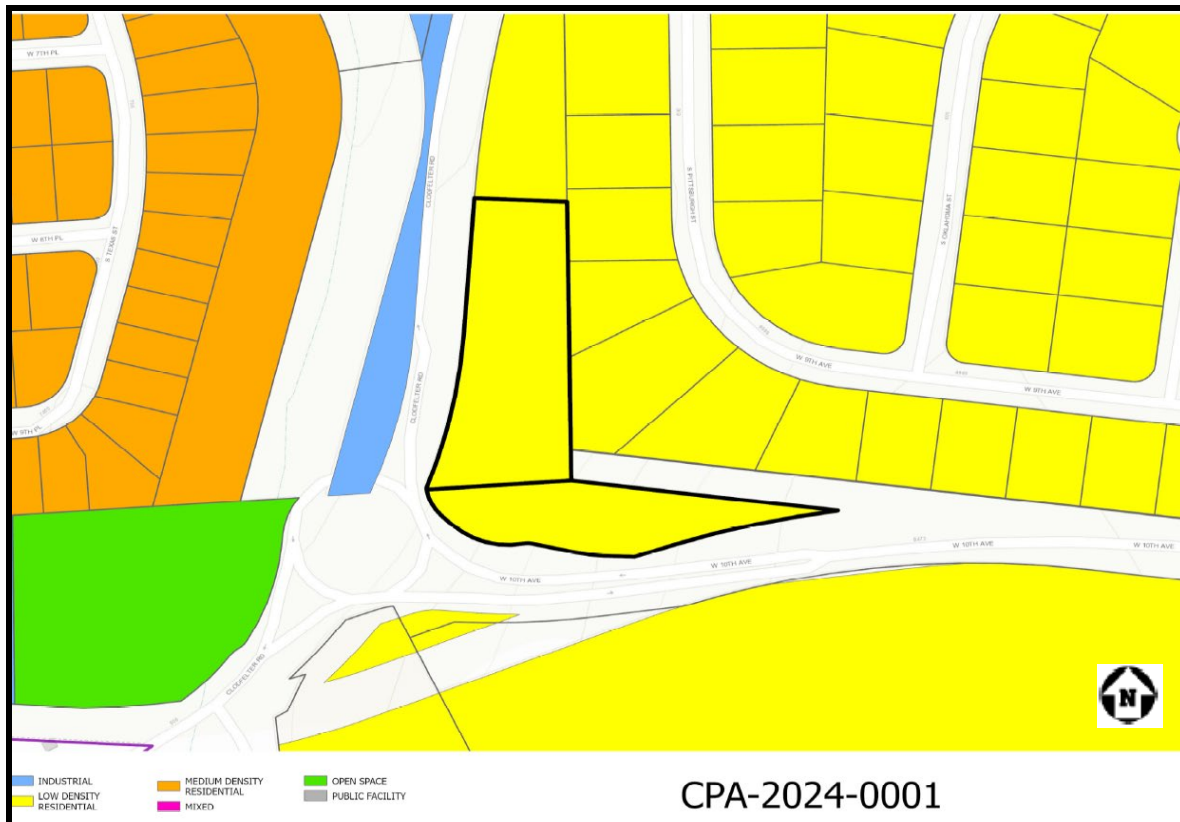


Comprehensive Plan Amendment CPA-2024-0001

REQUEST: Change 1.79-acres from Low Density Residential (LDR) to Industrial (I).

APPLICANT: Knutzen Engineering, c/o Paul Knutzen

OWNER: T3 Development Steptoe, LLC and Kennewick Acquisition Company, LLC



Not to scale

SITE INFORMATION

- **Size:** 1.79-acres
- **Location:** 803 S Steptoe Street
- **Topography:** Flat and 15% slopes
- **Existing Comprehensive Plan Designation:** Low Density Residential
- **Existing Zoning:** Residential, Low (RL)
- **Existing Land Use:** Carpet Cleaning Business and vacant

EXHIBITS

- **Exhibit A-1:** Aerial Map
- **Exhibit A-2:** Land Use Map

- **Exhibit A-3:** Supplemental Questions
- **Exhibit A-4:** Environmental Determination

APPLICATION PROCESS

- Application Submitted March 26, 2024
- Application routed for comments June 19, 2024
- Determination of Non-Significance (DNS) was issued on July 8, 2024
- Appeal Period for the DNS ended July 22, 2024
- Notice of Public Hearing was posted at the site on August 23, 2024
- Notice of Public Hearing published August 25, 2024
- Notice of Notice Hearing mailed August 21, 2024

SURROUNDING COMPREHENSIVE PLAN, ZONING AND LAND USES

North	Comprehensive Plan – Low Density Residential (LDR) Zoning – Residential, Low (RL) Existing Land Uses – Single Family Residences
South	Comprehensive Plan – LDR Zoning – RL Existing Land Uses – Vacant Land
East	Comprehensive Plan – LDR Zoning – RL Existing Land Uses – Single Family Residences
West	Comprehensive Plan – Medium Density Residential (MDR) and Industrial (I) Zoning – Residential, Medium (RM) and Industrial, Light (IL) Existing Land Uses – Single-Family Residences and Commercial Businesses

REGULATORY CONTROLS

- City of Kennewick Comprehensive Plan
- Benton County Development Regulations
- Kennewick Municipal Code (KMC) Title 4

DESCRIPTION OF REQUEST

The applicant has requested to change the land use designation of 1.79-acres from Low Density Residential to Industrial.

COMPLIANCE WITH TITLE 4 (ADMINISTRATIVE PROCEDURES)

KMC 4.12.110(7): Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that the request meets one or more of the following:

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
Approval of the proposed amendment will then allow the property to be zoned one of the industrial implementing zoning districts. Future development of the sites will be required to meet all applicable development regulations to ensure that surrounding properties are not negatively impacted.
2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment;
This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.

3. The proposed amendment corrects an obvious mapping error; or
This request does not correct a mapping error.
4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
The City of Kennewick's 2017-2037 Comprehensive Plan Table 2 shows that the City has a surplus of 1,387.2 acres for Low Density Residential Land and a deficit of 774.5 acres for Industrial Land. The addition of the 1.79 acres will have a minimal impact on the existing supplies of either land use designation.

KMC 4.12.110(8): Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

1. The effect upon the physical environment;
The site consists of flat and sloped areas, future development of the site will require some grading. At this time, there are no known negative impacts on the physical environment.
2. The effect on open space and natural features including, but not limited to topography, streams, rivers, and lakes;
Slopes greater than 15% are designated on-site. No negative impacts are anticipated from the proposed amendment or future development. Adequate measures within the Kennewick Municipal Code exist to mitigate any possible negative impacts to the natural environment.
3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
Approval will designate the same land use designation as the properties to the west and north of the site. Future development will be subject to applicable development regulations in order to limit negative impacts to surrounding properties.
4. The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
The future development of the site is required to provide infrastructure improvements to ensure adequacy of community facilities.
5. The quantity and location of land planned for the proposed land use type and density and the demand for such land;
There is a need for more industrial land due to the large deficit the City currently has. The proposed amendment will have minimal impact to the existing deficit. If approved, the requested land use designation will result in a lower residential density than what would occur under the current land use designation.
6. The current and projected project density in the area; and
No maximum density exists for the current land use designation. The density will be reduced by the proposed land use designation since residential uses will not be allowed in the Industrial Zoning Districts.
7. The effect, if any upon other aspects of the Comprehensive Plan.
The proposed change will not affect any other aspects of the Comprehensive Plan.

PUBLIC COMMENT

Staff has received no public comment concerning the proposal to date.

AGENCY COMMENTS

Staff did not receive site-specific comments from the notified agencies.

ANALYSIS OF REQUEST

This request is to amend the land use designation for 1.79-acres from Low Density Residential to Industrial. There are industrial properties in the immediate area and industrial/commercial businesses have taken place at the site for many years. Currently, there is a carpet cleaning business on one of the lots and the other lot is vacant. Staff is not aware of any future uses for either of the sites.

Single-family residential is directly behind the site and is at a higher grade. Commercial and industrial zoning districts and uses are currently on the west side of S Steptoe Street.

Staff's review to the comprehensive plan has determined that the following goals and policies provides a basis to approve the request:

INDUSTRIAL GOAL 1: Encourage the development of a diverse industrial base with family wage jobs.

Policy 3: Encourage compact development patterns within the UGA that can be efficiently served by public facilities.

INDUSTRIAL GOAL 2: Limit adverse effects associated with industrial uses.

Policy 2: Minimize adverse effects of industrial uses adjacent to less intensive zones with buffers of natural or man-made features.

INDUSTRIAL GOAL 3: Maintain an adequate amount of industrial land within the City Limits and the Urban Growth Boundary.

FINDINGS

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The owners are T3 Development Steptoe, LLC and Kennewick Acquisition Company, LLC.
3. The request is to change the site's land use designation from Low Density Residential to Industrial.
4. The application was received on March 26, 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on June 19, 2024.
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6. Access to the site is from S Steptoe Street.
7. The proposed amendment is adjacent to Medium Density Residential, Low Density Residential and Industrial designated lands.
8. A Determination of Non-Significance was issued for this application on July 8, 2024. The appeal period for the determination ended on July 22, 2024.
9. A public hearing notification sign was posted on site August 23, 2024.
10. Notice of the public hearing for this application was published in the Tri-City Herald on August 25, 2024.
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12. The proposed amendment will allow the property to be zoned an Industrial Zoning District. Future development will be subject to development regulations in order to protect the environment and public.
13. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
14. The proposed amendment does not correct an obvious mapping error.

15. This request will address a deficiency in the Comprehensive Plan for Industrial Land.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for 1.79-acres from Low Density Residential to Industrial.
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan Industrial Goals 1, 2 and 3.
4. Future development will be required to meet applicable development regulations and concurrency requirements.

Recommendation

Staff recommends that the Planning Commission concur with the findings and conclusions of CPA-2024-0001 contained in the staff report and recommend approval to City Council.

Motion

I move that the Planning Commission concur with the findings and conclusions of CPA-2024-0001 contained in the staff report and recommend to City Council approval of the request.



August 5, 2024

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

- | | | |
|---|---|---|
| CountyParcelLayer |  | Historic Bldg on Registry |
| StreetName |  | StructureBridge |
|  | Preliminary Parcel |  StructureBuilding |



1 inch = 300 feet 1:3,600
 0 0.0275 0.055 0.11 mi
 0 0.0425 0.085 0.17 km

Source: Esri, Maxar, Earthstar
 Geographics, and the GIS User



Exhibit A-2

- INDUSTRIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- OPEN SPACE
- PUBLIC FACILITY
- MIXED

CPA-2024-0001

Supplemental Questions

1. What are the reasons for the requested amendment?
The change will allow the property to conform to the corrected land designation and also allow for a future zone change.
2. Which elements of the comprehensive plan will be affected?
Land Use
3. Please explain how the affected elements will be impacted if the proposal is approved. Include detailed information on utilities and their associated plans as well as the effect on emergency services, parks, schools, etc.
The land use and housing elements of the Comprehensive Plan would be affected. This proposal would convert low density residential property to industrial property. The Comprehensive Plan outlines the projected housing needs, indicating that there is an anticipated surplus of 1,387 acres of low density. Converting this low density residential property to industrial will not adversely affect the projected housing needs as there is currently a significant surplus. Usage of utilities such as water, sewer and power will not be affected due to the conversion to industrial property, because the property already currently as an industrial use property. It will not impact to warrant improvements to existing utility mains. The property will still require services such as fire, police, parks and schools.
4. Please explain how the proposed amendment will implement the comprehensive plan and be in the best interest of Kennewick referencing appropriate goals and policies contained in the plan.
The proposed amendment implements Industrial goals 1, 2 and 3, Urban Design goal 5, and Economic Development goals 3 and 6. The amendment would provide linkage with the nearby industrial uses, strengthening this industrial area. This proposal would encourage redevelopment where necessary and ensure sufficient land is available for industrial purposes.
5. Please explain any other substantiated information in support of the proposed amendment.
The proposed amendment is in conformance with the existing land uses in the area. There are industrial properties to the immediate northwest across S Steptoe St. There is a large surplus of low density residential properties in Kennewick which will fulfill the demand for single-family residences in the area for many years to come.



**CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE**

FILE/PROJECT NUMBER: ED-2024-0008

DESCRIPTION OF PROPOSAL: To change the properties land use designation from Low Density Residential to Industrial and rezone them from Residential, Low to Industrial, Light.

PROPONENT: Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 803 S Steptoe Street, Parcel Numbers: 101884010981002 and 107892013596001

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4386

- ☐ Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: July 8, 2024

Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued, no later than **5 p.m. on July 22, 2024**. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED-2024-0008 File

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF KENNEWICK’S COMPREHENSIVE
PLAN (CPA 2024-0001, Knutzen Engineering, c/o Paul Knutzen)

WHEREAS, the City of Kennewick, by and through its City Council, and pursuant to the Growth Management Act, directed the Planning Commission of the City of Kennewick to review and update the Comprehensive Plan for the purposes of coordinating all plans and programs relating to the physical and social development of the Kennewick Urban Growth Area and the people therein; and

WHEREAS, the City of Kennewick, in accord with the Growth Management Act and RCW 36.70A.130 and implementing municipal regulations, has directed the Department of Community Planning and the Planning Commission to review and update the plan annually; and

WHEREAS, appropriate public notice has been given and a public hearing held by the Planning Commission on September 9, 2024, concerning the proposed changes, and the same has been reviewed by the Department of Commerce for the review required under RCW 36.70A.106; NOW, THEREFORE:

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

Section 1. The following amendment is made to the City of Kennewick Comprehensive Plan Land Use Map as adopted by Resolution 07-12:

1. CPA 2024-0001 – 1.79 acres located at 803 S Steptoe Street (Low Density Residential (LDR) to Industrial (I)).

Section 2. The property is legally described as follows:

Low Density Residential to Industrial

Parcel Number 1-0188-401-0981-002:

Section 1 Township 8 Range 28 Quarter SE Short Plat #981, Lot 2,
Sidewalk & Utility Easement AF #2017-000093 1/02/2014. Less that
portion conveyed to the City of Kennewick for roads, AF #2024-000093,
1/02/2014

Parcel Number 1-0789-201-3596-001:

Lot 1, Short Plat #3596, as recorded in Volume 1 of Short Plats, Page 3596, Records of Benton County, Washington, AF #2019-003252, 2/8/2019.

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

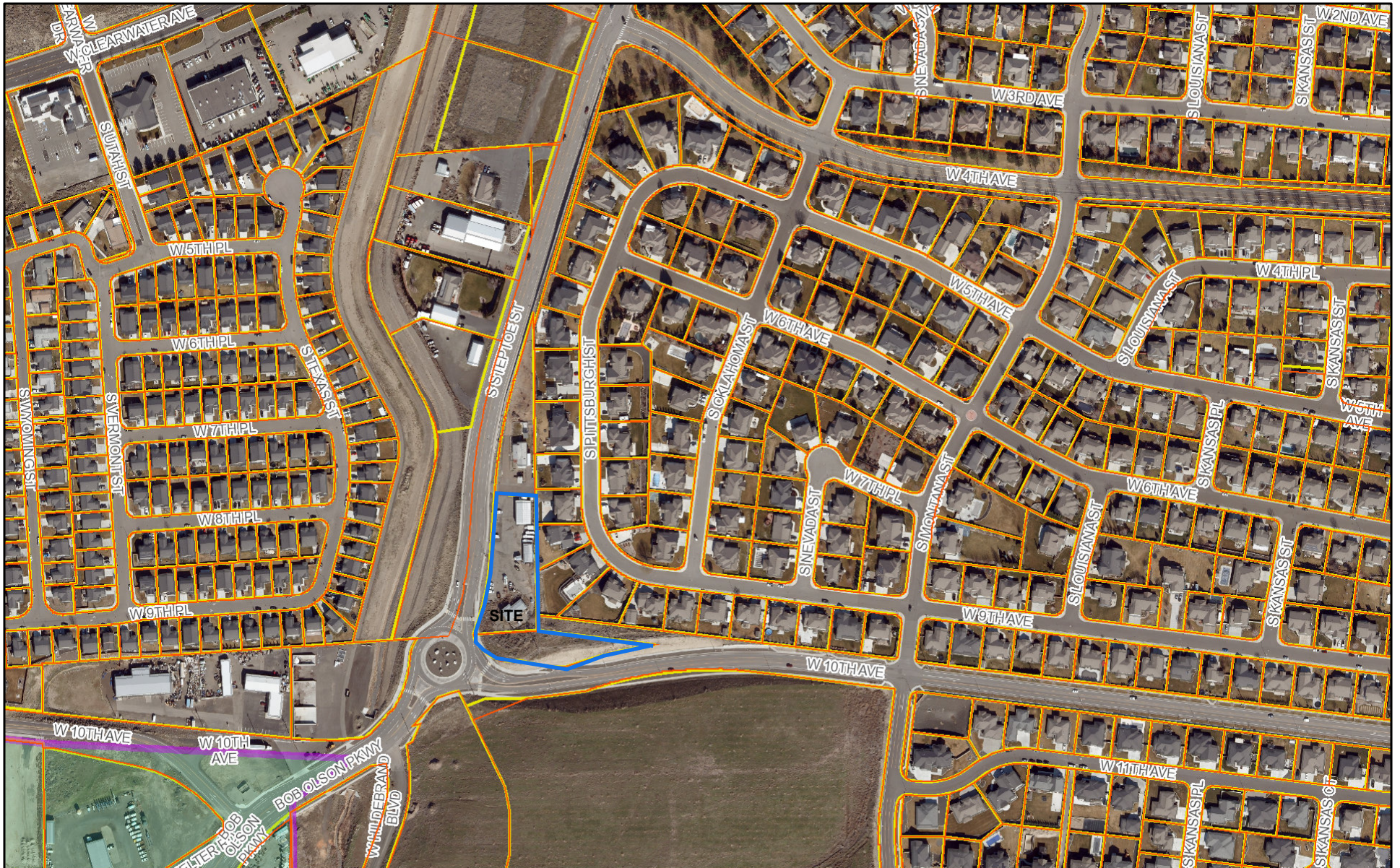
LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

Vicintiy Map



September 23, 2024 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

CountyParcelLayer **SurveyAddressPoint**

StreetName

● <all other values>

■ Apartment



Building



Condo



Mobile Home

Parcel



1 inch = 376 feet

1:4,514

0 0.035 0.07 0.14 mi

0 0.05 0.1 0.2 km

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

Council Agenda Coversheet	Item Number: 5.b. Date: 10/1/2024 Item Type: Ordinance	Category: Ordinance/Reso
	Subject: Ordinance: Comprehensive Plan Amendment CPA-2024-0002 - 2219 W 13th Avenue from Low Density Residential (LDR) to Medium Density Residential (MDR) Department: Community Planning Ordinance # 24-XX Permit # CPA-2023-002	
<u>Recommendation</u> The Planning Commission recommends approval of CPA-2024-0002 through adoption of the Ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the Ordinance as presented. <u>Summary</u> The applicant, Douglas Jones, requests to change the land use designation of two landlocked parcels totaling 0.5348 acres located behind 2219 W 13th Avenue from Low Density Residential (LDR) to Medium Density Residential (MDR). The applicant intends to consolidate the two parcels with the property at 2219 W 13th Avenue and construct a detached accessory structure behind the existing duplex. The Planning Commission held a public hearing for this application on 9 September 2024. At the hearing, staff presented an overview of the staff report and findings. Two neighbors attended the public hearing and expressed concern with the potential for additional dwelling units on the property, as well as parking and access issues related to such construction if it were to occur. These individuals did not express concern over the applicant's plan to construct a detached accessory structure. The Planning Commission voted 5-0 to recommend approval to City Council. <u>Alternatives</u> To deny or modify the proposed amendment. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Staff Report 2. Vicinity Map 3. PC Action Summary 4. Ordinance 5. PC Minutes		



Community Planning Department

210 West 6th Avenue

Kennewick, WA 99336

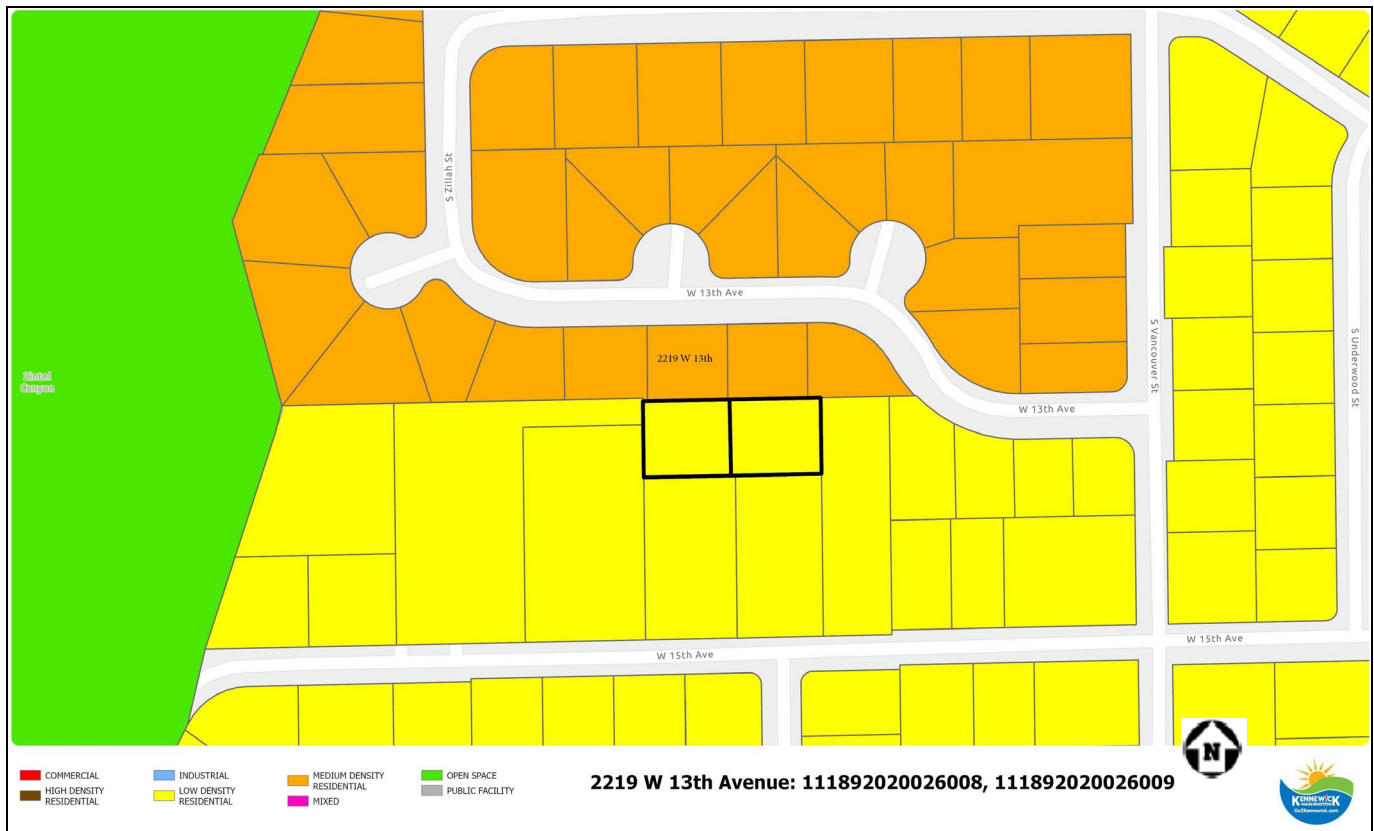
Phone: (509) 585-4280

cedinfo@ci.kennewick.wa.us

Comprehensive Plan Amendment 2024-0002

REQUEST: Change 0.5348-acres from Low Density Residential (LDR) to Medium Density Residential (MDR)

APPLICANT & Owner: Douglas Jones



Not to scale

SITE INFORMATION

- **Size:** 0.5348 acres
- **Location:** 2219 W 13th Avenue
- **Topography:** Flat
- **Existing Comprehensive Plan Designation:** Low Density Residential (LDR)
- **Existing Zoning:** Residential, Low Density (RL)
- **Existing Land Use:** Outbuilding / Vacant

EXHIBITS

- **Exhibit A-1:** Aerial Map
- **Exhibit A-2:** Land Use Map
- **Exhibit A-3:** Application
- **Exhibit A-4:** Environmental Determination
- **Exhibit A-5:** Notice of Public Hearing
- **Exhibit A-6:** KID Comment Letter
- **Exhibit A-7:** Ecology Comment Letter

APPLICATION PROCESS

- Application Submitted 12 April 2024
- Application routed for comments 7 May 2024
- Determination of Non-Significance was issued on 8 July 2024
- Appeal Period for the DNS ended 22 July 2024
- A property posting sign notifying the public of a public hearing on this request was posted on the site on 22 August 2024
- Notice of Public Hearing published 25 August 2024
- Notice of Public Hearing mailed 22 August 2024

SURROUNDING COMPREHENSIVE PLAN, ZONING AND LAND USES

North	Comprehensive Plan – Medium Density Residential Zoning – Residential, Medium Density (RM) Existing Land Uses – Duplexes
South	Comprehensive Plan – Low Density Residential Zoning – Residential, Low Density (RL) Existing Land Uses – Single Family Residential
East	Comprehensive Plan – Low Density Residential Zoning – Residential, Low Density (RL) Existing Land Uses – Single Family Residential
West	Comprehensive Plan – Low Density Residential Zoning – Residential, Low Density (RL) Existing Land Uses – Single Family Residential

REGULATORY CONTROLS

- City of Kennewick Comprehensive Plan
- Kennewick Municipal Code Title 4
- Kennewick Municipal Code Title 18

DESCRIPTION OF REQUEST

The applicant requests to change 0.5348 acres from Low Density Residential to Medium Density Residential.

COMPLIANCE WITH TITLE 4 (ADMINISTRATIVE PROCEDURES)

KMC 4.12.110(7): Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that the request meets one or more of the following:

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
The proposed amendment will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment;
This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
3. The proposed amendment corrects an obvious mapping error; or
This request does not correct a mapping error.

4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
Table 2: Land Use Inventory of the Comprehensive Plan identifies a small surplus in lands designated as both Low and Medium Density Residential (1,387 acres LDR / 248 acres MDR). That said, 0.5348 acres will have a negligible impact on lands designated as either Low or Medium Density Residential.

KMC 4.12.110(8): Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

1. The effect upon the physical environment;
The effect upon the physical environment should be minimal as the property is landlocked and located behind an existing set of duplexes. An outbuilding currently exists on the western parcel, while the eastern parcel is vacant. It is the applicant's intent to consolidate the two parcels with the property at 2219 W 13th Avenue, currently fronting W 13th Avenue and developed with a duplex, and construct a new shop for personal use. The applicant's proposal is consistent with the current single-family/duplex nature of the neighborhood.
2. The effect on open space and natural features including, but not limited to topography, streams, rivers, and lakes;
Aside from the potential construction of a future shop, there will be no impact to either open space or natural features as a result of the change in land use designation.
3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
The proposal is consistent with existing land use patterns surrounding the property, which includes single-family homes, duplexes, and accessory structures to support those residential properties. As indicated above, the subject property is landlocked and located behind two duplexes fronting W 13th Avenue. It is the applicant's intent to consolidate the parcels in order to construct a detached accessory structure, consistent with existing development to the east, south, and west.
4. The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
As indicated above, the property fronting W 13th Avenue is already developed, with established utilities and street improvements provided. Neither the Public Works nor the Fire Departments have commented on the proposed application. Both will have an opportunity to comment and require upgrades with any future development proposal.
5. The quantity and location of land planned for the proposed land use type and density and the demand for such land;
Comprehensive Plan Table 2: Land Use Inventory identifies a surplus of roughly 248.1-acres of land designated as Medium Density Residential within the City. Conversely, there is a surplus of 1,387.2-acres of land designated as Low Density Residential. The transfer of 0.5348-acres from Low Density Residential to Medium Density Residential will not substantially effect either inventory. Land to the immediate north of the subject property is designated as Medium Density Residential.
6. The current and projected project density in the area; and
The subject properties are currently zoned RL, with one parcel developed with an existing accessory structure, and the other currently vacant. The proposed Medium Density Residential designation will allow for a parcel consolidation with the property at 2219 W 13th Avenue. Ultimately, the applicant intends to construct a detached accessory structure on the property, which is not currently permitted on a residential lot without a residence. No change in density is anticipated as a result of the applicant's proposal.

7. The effect, if any upon other aspects of the Comprehensive Plan.
The proposed change will not affect any other aspects of the Comprehensive Plan.

PUBLIC COMMENT

No public comment either for or against the proposed amendment has been received to date.

AGENCY COMMENTS

In a letter dated 2 July 2024, the Washington Department of Ecology indicated the subject property is located in an area that once held an historic orchard. Ground contamination from pesticides containing arsenic may be present.

ANALYSIS OF REQUEST

The proposal is to change the land use designation of two parcels totaling 0.5348-acres from Low Density Residential to Medium Density Residential. It is the applicant's intent to consolidate the parcels with the property at 2219 W 13th Avenue, and ultimately construct an accessory structure. A Change of Zone is required prior to consolidation if the change in land use designation is approved.

Though the Comprehensive Plan identifies a surplus of land designated as both Low and Medium Density Residential, a change of roughly half an acre is not significant to either inventory. Moreover, the parcels are landlocked and located behind existing duplexes to the north. Single-family homes, duplexes, and detached accessory structures surround the subject properties. The applicant's request is consistent with the current development pattern in the neighborhood.

Residential Goal 1 of the Comprehensive Plan is to provide for attractive, walkable, and well-designed neighborhoods, with differing densities and compatible with neighboring areas. Currently, the properties flanking W 13th Avenue have a land use designation of Medium Density Residential. Additionally, Residential Goal 3 promotes a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban areas. According to Table 2 of the Comprehensive Plan, there is a surplus of land designated as both Low and Medium Density Residential.

The subject properties are adjacent to a swath of land designated Medium Density Residential to the north. The proposal serves to implement Residential Goals 1 and 3 of the Comprehensive Plan in a manner similar to existing development surrounding the subject properties. Overall, the applicant's proposal is congruous with existing development patterns in the area. Future development is required to meet city regulations relative to zoning, traffic, landscaping, and lighting.

FINDINGS

1. The applicant is Douglas Jones, 712 S Young Pl, Kennewick, WA 99336.
2. The owner is also Douglas Jones, 712 S Young Pl, Kennewick, WA 99336.
3. The request is to change the land use designation from Low Density Residential (LDR) to Medium Density Residential (MDR).
4. The application was received on 12 April 2024 and was routed for review to various City departments and other local, state and federal agencies for comment on 19 June 2024.
5. The site is currently landlocked with no formal access to the street network or municipal water and sewer infrastructure. Municipal water and sewer exists on W 13th Avenue.

6. The proposed amendment is adjacent to Low and Medium Density Residential designated lands.
7. A Determination of Non-Significance was issued on 8 July 2024 for this application. The appeal period for the determination ended on 22 July 2024.
8. A public hearing notification sign was posted on site 22 August 2024.
9. Notice of the public hearing for this application was published in the Tri-City Herald on 25 August 2024. Notices were also mailed to property owners within 300 feet of the site on 22 August 2024.
10. The proposed amendment bears a relationship to the public health, safety, welfare and protection of the environment in that it will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
11. This proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
12. The proposed amendment does not correct an obvious mapping error.
13. This request will not address an identified deficiency in the Comprehensive Plan.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for the two subject parcels from Low Density Residential (LDR) to Medium Density Residential (MDR).
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have minimal impact on other aspects of the plan.
4. The proposed amendment will allow the property to be rezoned and consolidated with the property at 2219 W 13th Avenue.
5. There is currently no formal access to the site. As a result of the applicant's proposal, access will ultimately be provided via W 13th Avenue.

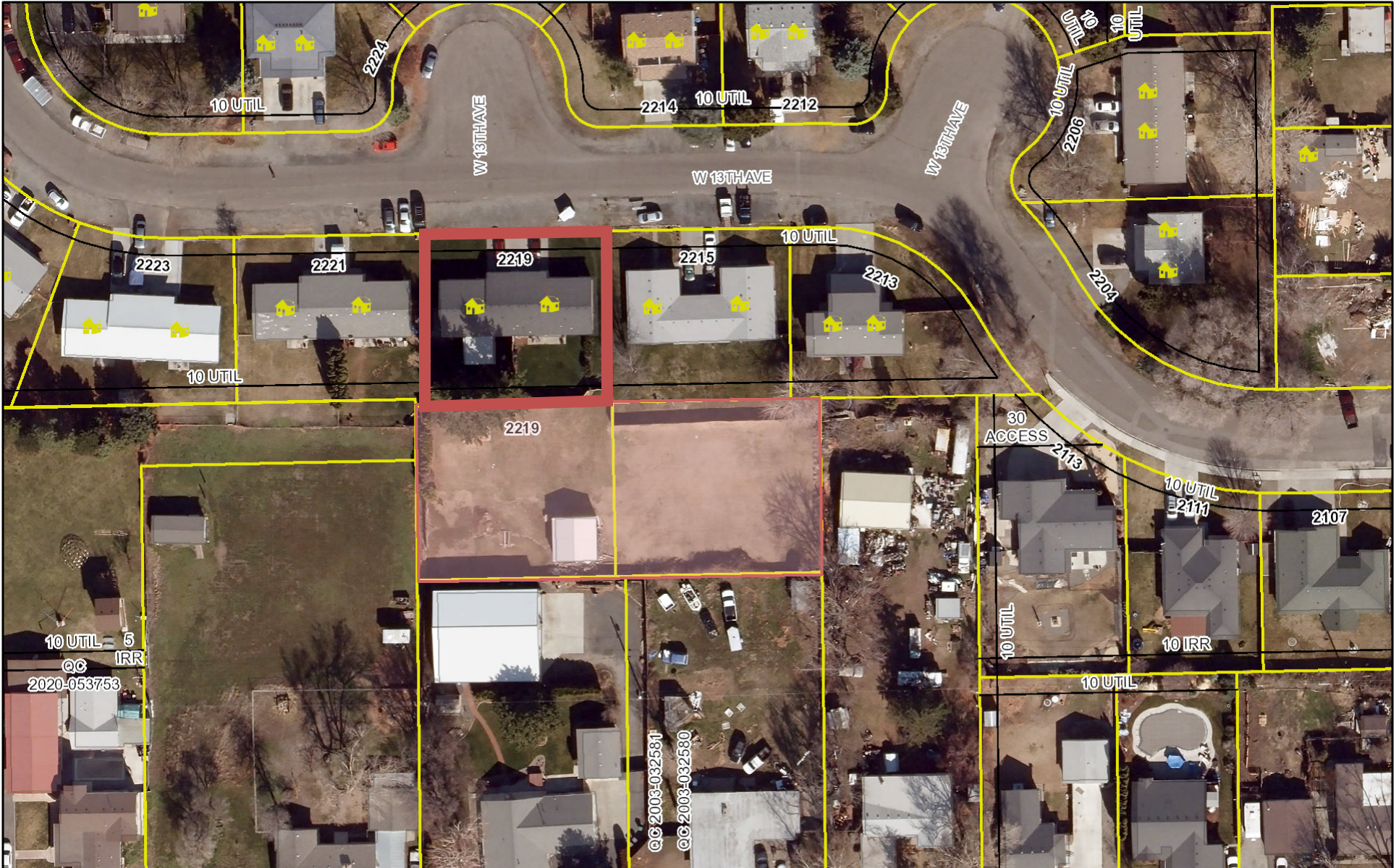
Recommendation

Staff recommends the Planning Commission concur with the findings and conclusions contained within staff report CPA-2024-0002 and recommend approval of the amendment to City Council.

Motion

I move that the Planning Commission concur with the findings and conclusions contained within staff report CPA-2024-0002 and recommend approval of the amendment to City Council.

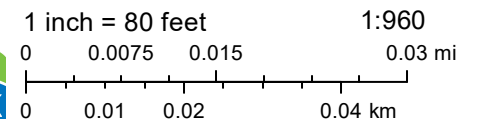
Vicinity Map



August 13, 2024

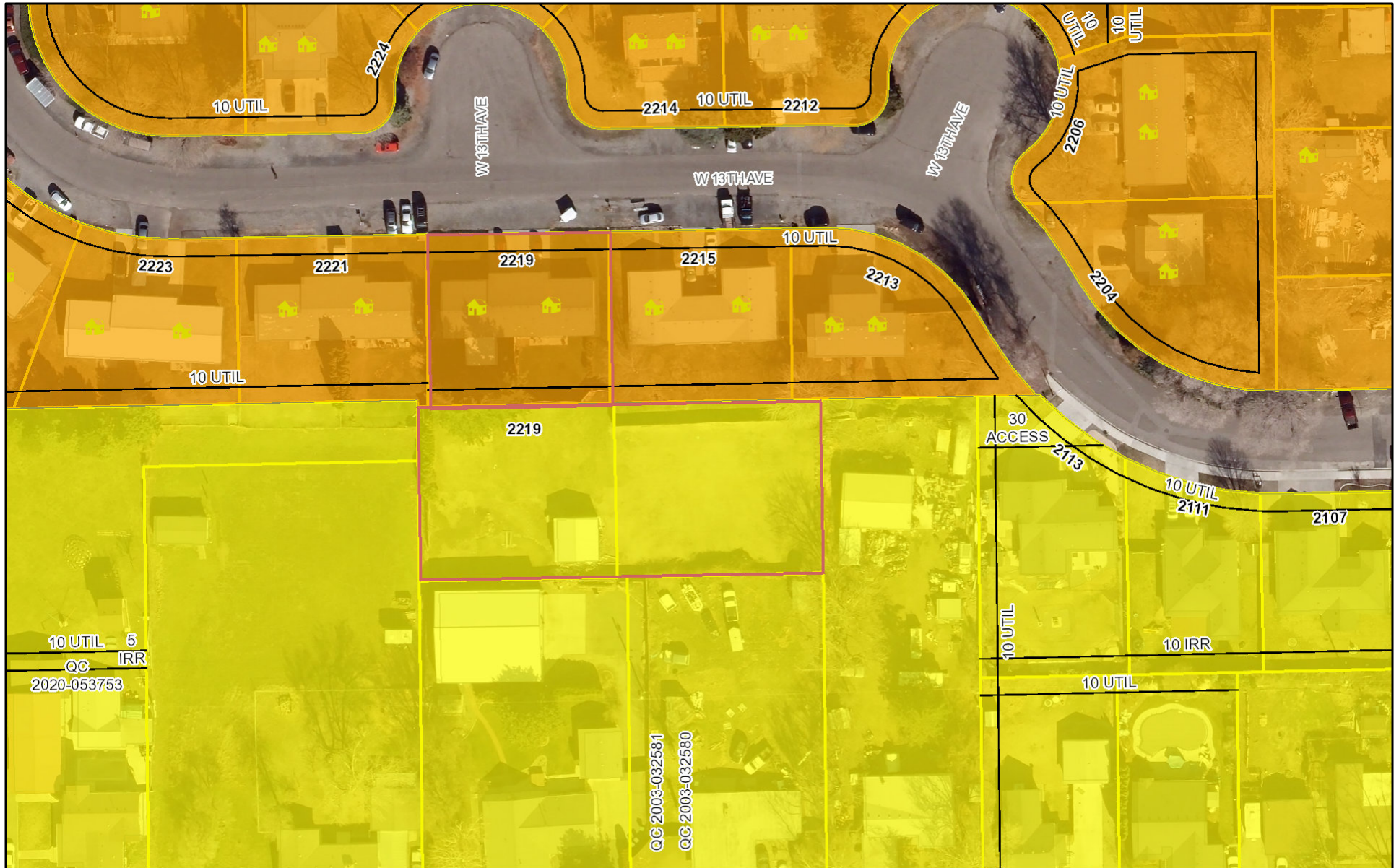
This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName		Apartment		Mobile Home	—	SurveyEasement
SurveyAddressPoint		Building		Parcel		
	Condo			SurveyEasementPoint		
	<all other values>					



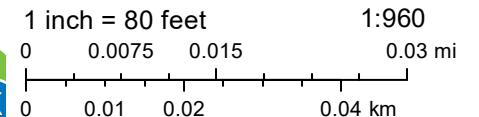
Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

Land Use Map



August 13, 2024 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName	Apartment	Mobile Home	SurveyEasement
SurveyAddressPoint	Building	Parcel	
<all other values>	Condo	SurveyEasementPoint	



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

**CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)**

PROJECT # 24 - 0025 PLN- LPA-2024-0002 FEE \$ _____

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 ☐ Tier 2 ☐ Tier 3 ☐ Binding Site Plan ☐

Short Plat ☐ Conditional Use ☐ Other _____

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: Doug Jones

Address: 712 S. Young Place

Telephone: _____ Cell Phone: 509-440-2898 Fax: _____ E-mail _____

Property Owner (if other than applicant): _____

Address: _____

Telephone: _____ Cell Phone: _____ E-mail _____

SITE INFORMATION

Parcel No. _____ Acres _____ Zoning: _____

Address of property: 2219 W 13th

Number of Existing Parking Spaces _____ Number of Proposed (New) Parking Spaces _____

Present use of property Garage + Grass 60 x 60

Size of existing structure: 24 x 24 - _____ sq. ft. Size of Proposed addition/New structure: 36 x 60 3600 sq. ft.

Height of building: 22' Tall Cubic feet of excavation: _____ Cost of new construction _____

Benton County Assessor Market Improvement Value: _____

Description of Project: Garage + work SHOP

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Applicant's Signature

Signature of owner or owner's authorized representative

Date: 5/25/24

Legal Description

1-1189-202-0026-008

THE HIGHLANDS, PLAT "C": THAT PORTION OF THE WEST HALF OF TRACT 26, THE HIGHLANDS, PLAT 'C' DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 26 AND BEING THE TRUE POINT OF BEGINNING: THENCE NORTH 88 DEGREES 50'36" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 26 A DISTANCE OF 113.33 FEET: THENCE SOUTH 01 DEGREE 09'24" EAST A DISTANCE OF 100 FEET: THENCE SOUTH 88 DEGREES 50'36" WEST A DISTANCE OF 114.24 FEET TO THE WESTERLY LINE OF SAID TRACT 26: THENCE NORTH 00 DEGREES 38'16" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

1-1189-202-0026-009

THE HIGHLANDS, PLAT 'C': THAT PORTION OF THE WEST HALF OF TRACT 26, THE HIGHLANDS PLAT 'C' DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 26: THENCE NORTH 88 DEGREES 50'36" EAST ALONG THE NORTH-LINE OF SAID TRACT 26 A DISTANCE OF 113.33 FEET AND BEING THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 119.65 FEET: THENCE SOUTH 00 DEGREES 39'47" EAST A DISTANCE OF 100.00 FEET: THENCE SOUTH 88 DEGREES 50'36" WEST A DISTANCE OF 118.79 FEET: THENCE NORTH 01 DEGREE 09'24" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

Supplemental Questions

1. What are the reasons for the requested amendment?

A change in the land use designation from Low Density Residential to Medium Density Residential, along with the subsequent Change of Zone, will allow for the two subject properties to be consolidated with the property at 2219 W 13th Ave, creating one parcel. Ultimately, a larger shop is proposed which is not currently allowed on a standalone parcel without a residence.

2. Which elements of the comprehensive plan will be affected?

Land use.

3. Please explain how the affected elements will be impacted if the proposal is approved. Include detailed information on utilities and their associated plans as well as the effect on emergency services, parks, schools, etc.

No impacts to utilities, emergency services, parks, or schools are anticipated. The ultimate goal is to consolidate three parcels into one and construct a larger garage/workshop.

4. Please explain how the proposed amendment will implement the comprehensive plan and be in the best interest of Kennewick referencing appropriate goals and policies contained in the plan.

The amendment is consistent with goals 1 and 3 of the Comprehensive Plan, to provide for attractive, walkable, and well-designed neighborhoods with differing densities and compatible with neighboring areas, as well as promoting a variety of residential densities.

5. Please explain any other substantiated information in support of the proposed amendment.

Currently, the two subject parcels are landlocked with no deeded access to W 13th Ave. By consolidating these two parcels with the property at 2219 W 13th Ave, this nonconforming situation will be resolved.



DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2024-0009

DESCRIPTION OF PROPOSAL: Comprehensive Plan Map Amendment to change the land use designation of 0.5348 acres from Low Density Residential (LDR) to Medium Density Residential (MDR).

PROPONENT: Douglas Jones

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 2219 W 13th Ave

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by ___. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Community Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4361

- ☐ Changes, modifications and /or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: 8 July 2024

Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued, by 5:00 PM on 23 July 2024. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

KENNEWICK PLANNING COMMISSION**NOTICE OF PUBLIC HEARING
RESCHEDULED**

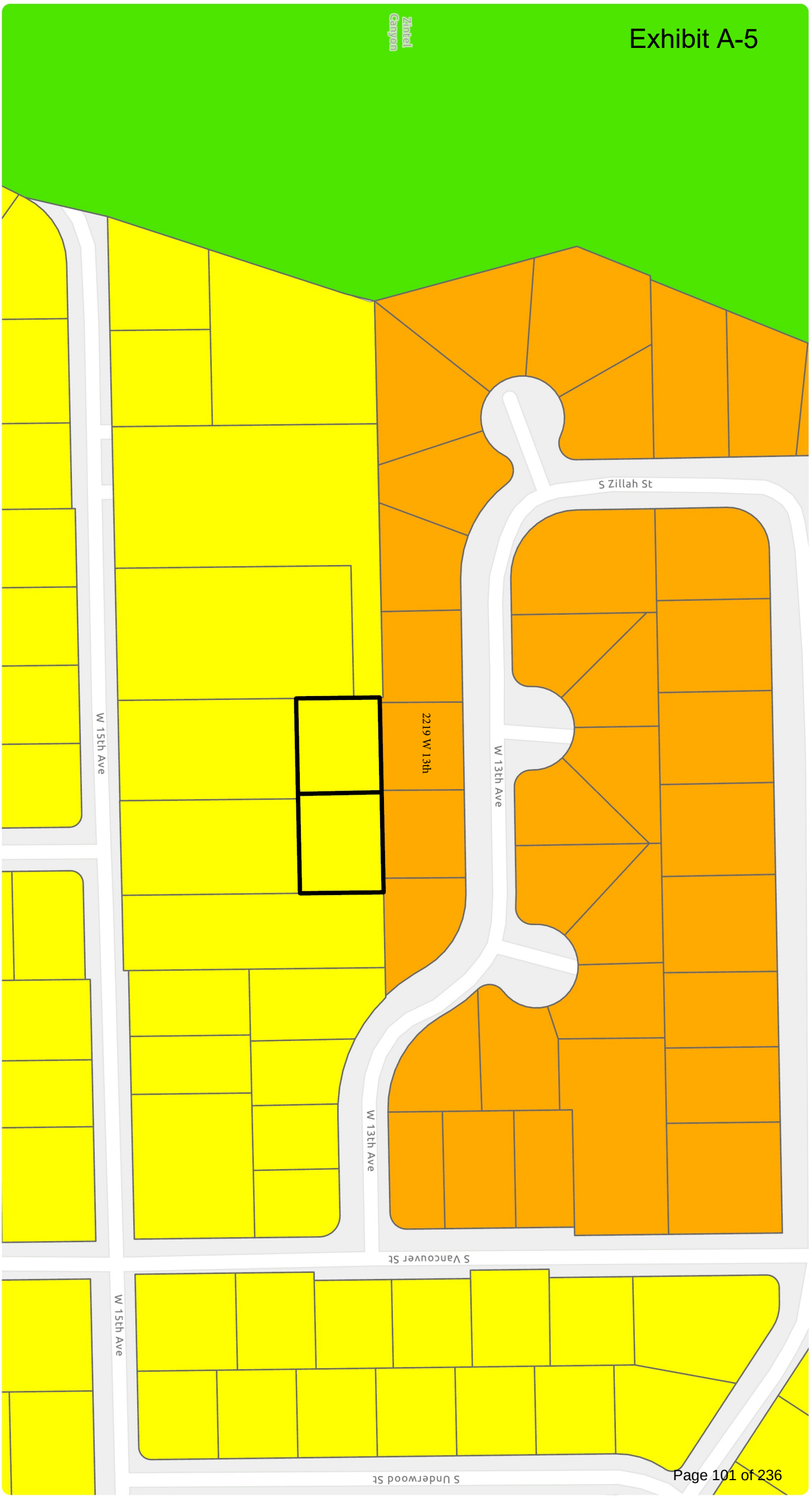
September 9, 2024 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, September 9, 2024, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Comprehensive Plan Amendment. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate virtually in the hearing, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Project# CPA-2024-0002 –Comprehensive Plan Amendment to change the land use designation of 0.5348 acres from Low Density Residential (LDR) to Medium Density Residential (MDR). The proposal is located at 2219 W 13th Avenue. *See map on back.*

Submit written comments to Matt Halitsky at matt.halitsky@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Matt Halitsky (509) 585-4416

The City of Kennewick welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Matt Halitsky at (509) 585-4416 or the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.



Zintel
Zintel
Canyon

S Zillah St

W 13th Ave

2219 W 13th

W 13th Ave

S Vancouver St

S Underwood St

W 15th Ave

W 15th Ave

- COMMERCIAL
HIGH DENSITY
RESIDENTIAL
- INDUSTRIAL
LOW DENSITY
RESIDENTIAL
- MEDIUM DENSITY
RESIDENTIAL
MIXED
- OPEN SPACE
PUBLIC FACILITY

2219 W 13th Avenue: 111892020026008, 111892020026009



NOTIFICATION OF MAILING

I, Matt Halitsky, on 22 August, 2024

Mailed 42 copies of Notice of Public Hearing

for CPA-2024-0002

to property owners within 300'

as shown on the attached list.

Signature



37
Carol Fuller
2311 W 15th Ave
Kennewick, WA 99337

37
Toby McKay
2708 N Road 60
Pasco, WA 99301

37
Richard May
2303 W 15th Ave
Kennewick, WA 99337

37
Alan Young
203 S Highland Dr
Kennewick, WA 99337

37
William Pfaffle
1418 S Vancouver St
Kennewick, WA 99337

37
Jack Delange
1119 W 53rd Ave
Kennewick, WA 99337

37
Saul Fausto
2210 W 13th Ave
Kennewick, WA 99337

37
Westlake Properties LLC
3822 West Lake Dr
West Richland, WA 99353

37
Ilene Tarelo
3736 S Kellogg Street
Kennewick, WA 99338

37
Xavier Trujillo
2218 W 15th Ave
Kennewick, WA 99337

37
John Zeller
480 Charbonneau Drive
Richland, WA 99352

37
Paul Olson
6830 NE Bothell Way Ste C303
Kenmore, WA 98028

37
Ithaca Homes LC
5006 S Dayton St
Kennewick, WA 99337

37
Raymond Siglin
207805 E Finley Rd
Kennewick, WA 99337

37
Kozel Lynn Taft
7400 W Colt Drive
Boise, ID 83709

37
Armando Tarelo
3736 S Kellogg Street
Kennewick, WA 99336

37
Jeffrey Wood
4401 Mt Daniel Ct
West Richland, WA 99353

37
Jack Delange
1119 W 53rd Ave
Kennewick, WA 99337

37
Mata Juan A Silva
2215 W 12th Ave
Kennewick, WA 99337

37
Clarice Morrow
850 W Johns Ave
Hermiston, OR 97838

37
Patricia Puente-Martinez
2329 W 15th Ave
Kennewick, WA 99337

37
Richard Ralston
2209 W 15th Ave
Kennewick, WA 99337

37
Kathe Davis
2225 W 13th #A
Kennewick, WA 99337

37
Barraza Sital
2208 W 13th Ave
Kennewick, WA 99337

37
Gage Shepard
1139 Hanson Loop
Burbank, WA 99323

37
Yessica Linares Hernandez
2212 W 13th Ave
Kennewick, WA 99337

37
Alberto Navarro
PO Box 5955
Kennewick, WA 99336

37
Dulce Salazar
2211 W 12th Unit B
Kennewick, WA 99336

37
Joel Chavez
128 Rachel Rd
Kennewick, WA 99338

37
Cruz Bentancourt
2106 W 15th Ave
Kennewick, WA 99337

Exhibit A-5

37 Steven Hubbard 2128 W 15th Ave Kennewick, WA 99337	37 Jacob Walters 2220 W 15th Ave Kennewick, WA 99337
37 Luris Cope 20621 S Haney Rd Kennewick, WA 99337	37 Katherine Powell 2108 W 15th Ave Kennewick, WA 99337
37 Nicholas Hebert 1426 S Vancouver St Kennewick, WA 99337	37 K Scott Watkins 2304 W 15th Ave Kennewick, WA 99337
37 Ali Al Hadeethi 2107 W 13th Ave Kennewick, WA 99337	37 Whitney Dye 2111 W 13th Ave Kennewick, WA 99337

37 Timothy Burdine 2113 W 13th Ave Kennewick, WA 99337
37 Charles Polk 3 W 3rd Ave Kennewick, WA 99336
37 Airxn Holdings LLC 11804 Waters Edge Dr Pasco, WA 99301
37 Douglas Jones 712 S Young Pl Kennewick, WA 99336

2015 South Ely Street
Kennewick, WA 99337
Phone 509-586-9111
FAX 509-586-7663
www.kid.org

June 25, 2024



Matthew Halitsky, AICP, Planner
City of Kennewick - Development Services Division
PO Box 6108
Kennewick, WA 99336

Subject: CPA-2024-0002/ED-2024-0009 – 2219 W 13th Ave

Dear Mr. Halitsky:

The Kennewick Irrigation District has received your application for an Environmental Determination submitted by the City of Kennewick (City) for the Comprehension Plan Map Amendment to change the land use designation on 0.5348 acres from Low Density Residential (LDR) to Medium Density Residential (MDR), located at 2219 W 13th Ave.

1. This parcel is within the Kennewick Irrigation District (KID) boundaries and is considered irrigable lands; therefore, it is assessed by the Kennewick Irrigation District.
2. Please protect all KID infrastructure.
3. Please note that permanent structures are not allowed within irrigation easements unless approved and permitted by KID.

If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,

Chris D. Sittman
CAD Specialist/KID Engineering

C: LB/correspondence/File: [11-08-29]



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Central Region Office

1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

July 2, 2024

Matt Halitsky
City of Kennewick Community Planning Department
PO Box 6108
Kennewick, WA 99336

RE: 202402650; ED-2024-0009

Dear Matt Halitsky:

Thank you for the opportunity to comment on the Pre-Threshold Consultation for the Jones Comprehensive Plan Amendment. We have reviewed the environmental checklist and have the following comment.

Toxics Cleanup Program

Historical aerial photos indicate sections of your property was occupied by orchard during the period when the pesticide lead arsenate was applied, often resulting in shallow soil contamination from lead and/or arsenic.

Ecology **requires** soil sampling if vacant, commercial, industrial, or agricultural properties are converted to residential use as there may be an increased risk of exposure to soil with elevated concentrations of arsenic and lead.

Ecology can provide sampling services at no cost. If sampling indicates elevated levels of lead and arsenic, cleanup will be required prior to occupancy. There are simple steps that can be taken to reduce exposure and Ecology can provide free technical assistance.

Additionally, Ecology uses Model Remedies to guide cleanup for lead and arsenic pesticide contamination in historical orchards of Central Washington. The Model Remedy document is an excellent source of technical guidance, and is available at <https://apps.ecology.wa.gov/publications/SummaryPages/2109006.html>

Compliance with a Model Remedy ensures your project meets the minimum standards of the Model Toxics Control Act, and if implemented as described, your property will be successfully cleaned up to Washington State standards.

City of Kennewick Community Planning Department

July 2, 2024

Page 2 of 2

Additional information, including precautions you can take to reduce exposure, is available at:

<https://ecology.wa.gov/dirtalert>

Please contact Hector Casique, Project Manager, at (509) 208-1288 or email

hector.casique@ecy.wa.gov, for further information or to schedule your initial sampling

Sincerely,



Amber Johnson

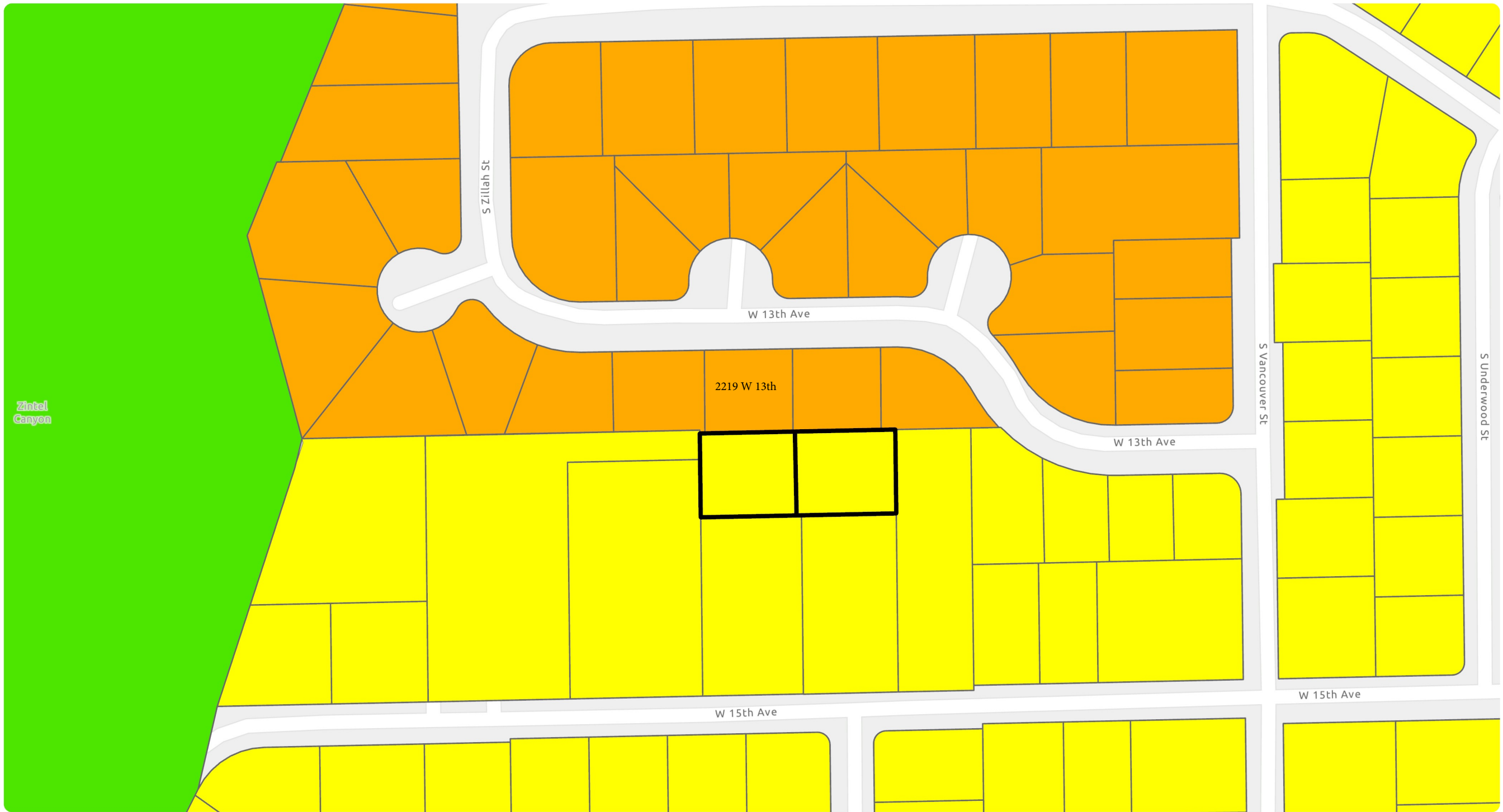
SEPA Coordinator

Central Regional Office

509-723-5677

crosepacoordinator@ecy.wa.gov





2219 W 13th Avenue: 111892020026008, 111892020026009

- | | | | |
|---|---|--|---|
| ■ COMMERCIAL | ■ INDUSTRIAL | ■ MEDIUM DENSITY RESIDENTIAL | ■ OPEN SPACE |
| ■ HIGH DENSITY RESIDENTIAL | ■ LOW DENSITY RESIDENTIAL | ■ MIXED | ■ PUBLIC FACILITY |

Planning Commission Action Summary

CPA-2024-0002 (LDR to MDR)

The Kennewick Planning Commission conducted a hybrid in-person/virtual public hearing on 9 September 2024. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Short moved that the Planning Commission concur with the findings and conclusions contained within staff report CPA-2024-0002 and recommend to City Council approval of the proposed Comprehensive Plan Amendment.

FINDINGS

1. The applicant is Douglas Jones, 712 S Young Pl, Kennewick, WA 99336.
2. The owner is also Douglas Jones, 712 S Young Pl, Kennewick, WA 99336.
3. The request is to change the land use designation from Low Density Residential (LDR) to Medium Density Residential (MDR).
4. The application was received on 12 April 2024 and was routed for review to various City departments and other local, state and federal agencies for comment on 19 June 2024.
5. The site is currently landlocked with no formal access to the street network or municipal water and sewer infrastructure. Municipal water and sewer exists on W 13th Avenue.
6. The proposed amendment is adjacent to Low and Medium Density Residential designated lands.
7. A Determination of Non-Significance was issued on 8 July 2024 for this application. The appeal period for the determination ended on 22 July 2024.
8. A public hearing notification sign was posted on site 2 August 2024.
9. Notice of the public hearing for this application was published in the Tri-City Herald on 4 August 2024. Notices were also mailed to property owners within 300 feet of the site on 2 August 2024.
10. The proposed amendment bears a relationship to the public health, safety, welfare and protection of the environment in that it will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
11. This proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
12. The proposed amendment does not correct an obvious mapping error.
13. This request will not address an identified deficiency in the Comprehensive Plan.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.

2. The proposed amendment will change the land use designation for the two subject parcels from Low Density Residential (LDR) to Medium Density Residential (MDR).
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have minimal impact on other aspects of the plan.
4. The proposed amendment will allow the property to be rezoned and consolidated with the property at 2219 W 13th Avenue.
5. There is currently no formal access to the site. As a result of the applicant's proposal, access will ultimately be provided via W 13th Avenue.

The motion was seconded by Commission Helgeson. The motion passed unanimously, with Commissioners Gregory, Griffith, Helgeson, Short, and Chair Morris all in favor.

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF KENNEWICK’S COMPREHENSIVE
PLAN (CPA 2024-0002, Douglas Jones)

WHEREAS, the City of Kennewick, by and through its City Council, and pursuant to the Growth Management Act, directed the Planning Commission of the City of Kennewick to review and update the Comprehensive Plan for the purposes of coordinating all plans and programs relating to the physical and social development of the Kennewick Urban Growth Area and the people therein; and

WHEREAS, the City of Kennewick, in accord with the Growth Management Act and RCW 36.70A.130 and implementing municipal regulations, has directed the Department of Community Planning and the Planning Commission to review and update the plan annually; and

WHEREAS, appropriate public notice has been given and a public hearing held by the Planning Commission on September 9, 2024, concerning the proposed changes, and the same has been reviewed by the Department of Commerce for the review required under RCW 36.70A.106; NOW, THEREFORE:

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

Section 1. The following amendment is made to the City of Kennewick Comprehensive Plan Land Use Map as adopted by Resolution 07-12:

1. CPA 2024-0002 – 0.5348 acres located at 2219 W 13th Avenue (Low Density Residential (LDR) to Medium Density Residential (MDR)).

Section 2. The property is legally described as follows:

Low Density Residential to Medium Density Residential

Parcel Number 1-1189-202-0026-008:

THE HIGHLANDS, PLAT “C”: THAT PORTION OF THE WEST HALF OF TRACT 26, THE HIGHLANDS, PLAT ‘C’ DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 26 AND BEING THE TRUE POINT OF BEGINNING: THENCE NORTH 88 DEGREES 50’36’ EAST ALONG THE NORTHERLY LINE OF SAID TRACT 26 A DISTANCE OF 113.33 FEET: THENCE SOUTH 01 DEGREE 09’24’ EAST A DISTANCE OF 100 FEET: THENCE SOUTH 88 DEGREES 50’36’ WEST A DISTANCE OF 114.24 FEET TO THE WESTERLY LINE OF SAID TRACT

26: THENCE NORTH 00 DEGREES 38'16' WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

Parcel Number 1-1189-202-0026-009:

THE HIGHLANDS, PLAT 'C': THAT PORTION OF THE WEST HALF OF TRACT 26, THE HIGHLANDS PLAT 'C' DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 26: THENCE NORTH 88 DEGREES 50'36' EAS ALONG THE NORTH-LINE OF SAID TRACT 26 A DISTANCE OF 113.33 FEET AND BEING THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 119.65 FEET: THENCE SOUTH 00 DEGREES 39'47' EAST A DISTANCE OF 100.00 FEET: THENCE SOUTH 88 DEGREES 50'36' WEST A DISTANCE OF 118.79 FEET: THENCE NORTH 01 DEGREE 09'24' WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

**KENNEWICK PLANNING COMMISSION
SEPTEMBER 9, 2024
SPECIAL WORKSHOP/SPECIAL MEETING MINUTES**

1. CALL TO ORDER

Chairman Morris called the Special Workshop Meeting to order at 6:00 p.m.

Commissioners Nikki Griffith, Ken Short and Chairman Victor Morris were present in the Council Chambers, Vice Chairman Thomas Helgeson attended remotely.

Staff present at the workshop meeting were Steve Donovan, AICP Development Services Manager; Matt Halitsky, AICP Senior Planner; Melinda Didier, Community Planning Administrative Assistant/Planning Commission Recorder.

Mr. Donovan and Mr. Halitsky presented a condensed review of 2024 Comprehensive Plan Amendments and answered clarifying questions for the Planning Commissioners.

No members of the public were present, either in person or remotely.

The Special Workshop Meeting concluded at 6:15 pm.

Chairman Morris called the Special Meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

PRESENT: Chairman Victor Morris, Commissioners Tina Gregory, Nikki Griffith, Ken Short (*All in person*); Commissioner James Hempstead, Vice Chairman Thomas Helgeson (*Both attended remotely*).

ABSENT: None

STAFF: Steve Donovan, AICP Development Services Manager; Matt Halitsky, AICP Senior Planner; Melinda Didier, Community Planning Administrative Assistant/Planning Commission Recorder.

Ms. Didier declared a quorum was established.

2. CONSENT AGENDA

- a. Approval of the minutes dated June 3, 2024.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

MOTION: Commissioner Griffith moved to approve the Consent Agenda; Commissioner Gregory seconded the motion.

DISCUSSION: None.

VOTE: The motion passed on a unanimous roll call vote.

3. PUBLIC HEARINGS:

Chairman Morris made the following statement:

“Good evening and welcome to the September 9, 2024 Kennewick Planning Commission special meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant’s Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request.”

A. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0001:

Chairman Morris opened the public hearing at 6:34 pm for Comprehensive Plan Amendment (CPA) #2024-0001, proposing to change the land use designation for approximately 1.79 acres located at 803 S. Steptoe Street from Low Density Residential (LDR) to Industrial (I). Applicant is Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Owner is T3 Development Steptoe LLC and Kennewick Acquisition Company LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0001 to City Council.

Planning Commission asked clarifying questions of staff.

2. Testimony of Applicant Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive Ste. 160, Kennewick, WA 99338. Mr. Knutzen gave testimony to clarify in support of this request (*supporting this project that is 1.5 years in the making, will make this parcel compatible with the Comprehensive Plan*).
3. Testimony in Favor of the Request: None.
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None

8. Planning Commission Questions of Staff: Any comments from surrounding neighbors *(none)*. *Commissioner Short declared he knows the applicant, has no conflict of interest and was not asked by the Planning Commissioners to recuse himself from consideration of this proposal.*

9. Public Testimony Closed at 6:41 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0001 and recommend City Council APPROVE the request. Commissioner Griffith seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

B. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0002:

Chairman Morris opened the public hearing at 6:44 pm for Comprehensive Plan Amendment (CPA) #2024-0002, proposing to change the land use designation for approximately 0.5438 acres located at 2219 W. 13th Avenue from Low Density Residential (LDR) to Medium Density Residential (MDR). Applicant/Owner is Douglas Jones, 712 S. Young Place, Kennewick, WA 99336.

1. Mr. Halitsky described the application, presented the staff report, and staff recommended the Planning Commission forward a recommendation of approval of CPA-2024-0002 to City Council.

Planning Commission asked clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: Charles Polk, 2222 W. 15th Avenue, Kennewick – understands that applicant is building a shop there, against any future owner placing higher density uses such as apartments.

Alberto Navarro, 1207 S. Zillah Street, Kennewick – shares many of the concerns as Mr. Polk, there are already big issues with parking/inoperable vehicles.

5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: Mr. Halitsky clarified parking and uses in MDR zone.
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 6:55 p.m.

MOTION: Commissioner Short moved to concur with the findings and conclusions in staff report CPA-2024-0002 and recommend City Council APPROVE the request. Vice Chair Helgeson seconded the motion.

DISCUSSION: Commissioner Gregory declared that she knows Mr. Jones and was close with his wife; Commissioner Gregory state she can be impartial and the Planning Commission did not ask her to recuse herself. Commissioner Short asked clarifying questions of staff:

VOTE: The motion passed unanimously on a roll call vote.

C. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0003:

Chairman Morris opened the public hearing at 6:59 pm for Comprehensive Plan Amendment (CPA) #2024-0003, proposing to change the land use designation for approximately .55 acres located at 1200 N. Irving Place from Commercial (C) to Low Density Residential (LDR). Applicant is Lexar Homes of TC, 1212 Irving Place, Kennewick, WA 99336. Property Owner is SLAC, LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0003 to City Council.

Planning Commission did not have any clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 7:01 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0003 and recommend City Council APPROVE the request. Commissioner Short seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

D. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0004:

Chairman Morris opened the public hearing at 7:03 pm for Comprehensive Plan Amendment (CPA) #2024-0004, proposing a text amendment to the Comprehensive Plan to add the expansion of the Convention Center to the Capital Facilities Plan list of projects. Applicant is the City of Kennewick.

1. Mr. Halitsky described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0004 to City Council.

Planning Commission did not have any clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None – City of Kennewick is the Applicant.
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None

6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 7:04 p.m.

MOTION: Commissioner Griffith moved to concur with the findings and conclusions in staff report CPA-2024-0004 and recommend City Council APPROVE the request. Commissioner Gregory seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

4. VISITORS NOT ON AGENDA:

- a. None

5. OLD BUSINESS:

- a. City Council Action Updates – All the 2024 Comp Plan Amendments heard tonight will go before City Council on October 1, 2024.

6. NEW BUSINESS:

- a. None.

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

- a. Mr. Donovan reviewed Planning Commissioner City email accounts and the usage of them by the Planning Commission – we are required to use them. Staff knows that there is a problem with them, a workshop with our IT department will most likely be scheduled. City staff will be in contact with commissioners very soon to get that well established with City emails, discontinue using private emails for notification purposes.

Chairman Morris asked about the Middle Housing Advisory Board – Mr. Donovan said Mr. Muai will forward that information to the Planning Commissioners. Chairman Morris will be unavailable for the first regular meeting in October.

ADJOURNMENT: The meeting concluded at 7:12 p.m.

Council Agenda Coversheet	Item Number: 5.c. Date: 10/1/2024 Item Type: Ordinance	Category: Ordinance/Reso
	Subject: Ordinance: Comprehensive Plan Amendment CPA-2024-0003 - 1200 N. Irving Pl from Commercial (C) to Low Density Residential (LDR) Department: Community Planning Ordinance # 24-XX Permit # CPA-2023-003	
<u>Recommendation</u> The Planning Commission recommends City Council approve CPA-2024-0003 <u>Motion for Consideration</u> Motion to adopt the Ordinance as presented. <u>Summary</u> Lexar Homes of TC, c/o Scott Stroud, has applied to change the comprehensive plan land use designation of one parcel totaling .55 acres from Commercial (C) to Low Density Residential (LDR). The property is located at 1200 N Irving Place. The properties to the north and east have a land use designation of Commercial and are zoned Commercial, Office (CO) and Commercial, Community (CC). The properties to the west are designated LDR and zoned Residential, Low (RL). The properties to the south are designated LDR, C and High Density Residential, with RL, CC and Residential Trailer Park Zoning Districts. The Planning Commission held a public hearing to review the comprehensive plan amendment on September 9, 2024. At the hearing, staff presented an overview of the staff report and findings. No public testimony or comments were received for or against the proposal. The Planning Commission voted unanimously (6-0) to recommend approval of CPA-2024-0003 to City Council. <u>Alternatives</u> Modify or Deny <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. CPA-2024-0003 MINUTES 2. Staff Report 3. o24-XX CPA 24-0003 4. PC Action Summary 5. Vicinity Map		

**KENNEWICK PLANNING COMMISSION
SEPTEMBER 9, 2024
SPECIAL WORKSHOP/SPECIAL MEETING MINUTES**

C. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0003:

Chairman Morris opened the public hearing at 6:59 pm for Comprehensive Plan Amendment (CPA) #2024-0003, proposing to change the land use designation for approximately .55 acres located at 1200 N. Irving Place from Commercial (C) to Low Density Residential (LDR). Applicant is Lexar Homes of TC, 1212 Irving Place, Kennewick, WA 99336. Property Owner is SLAC, LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0003 to City Council.

Planning Commission did not have any clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 7:01 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0003 and recommend City Council APPROVE the request. Commissioner Short seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.



Community Planning Department

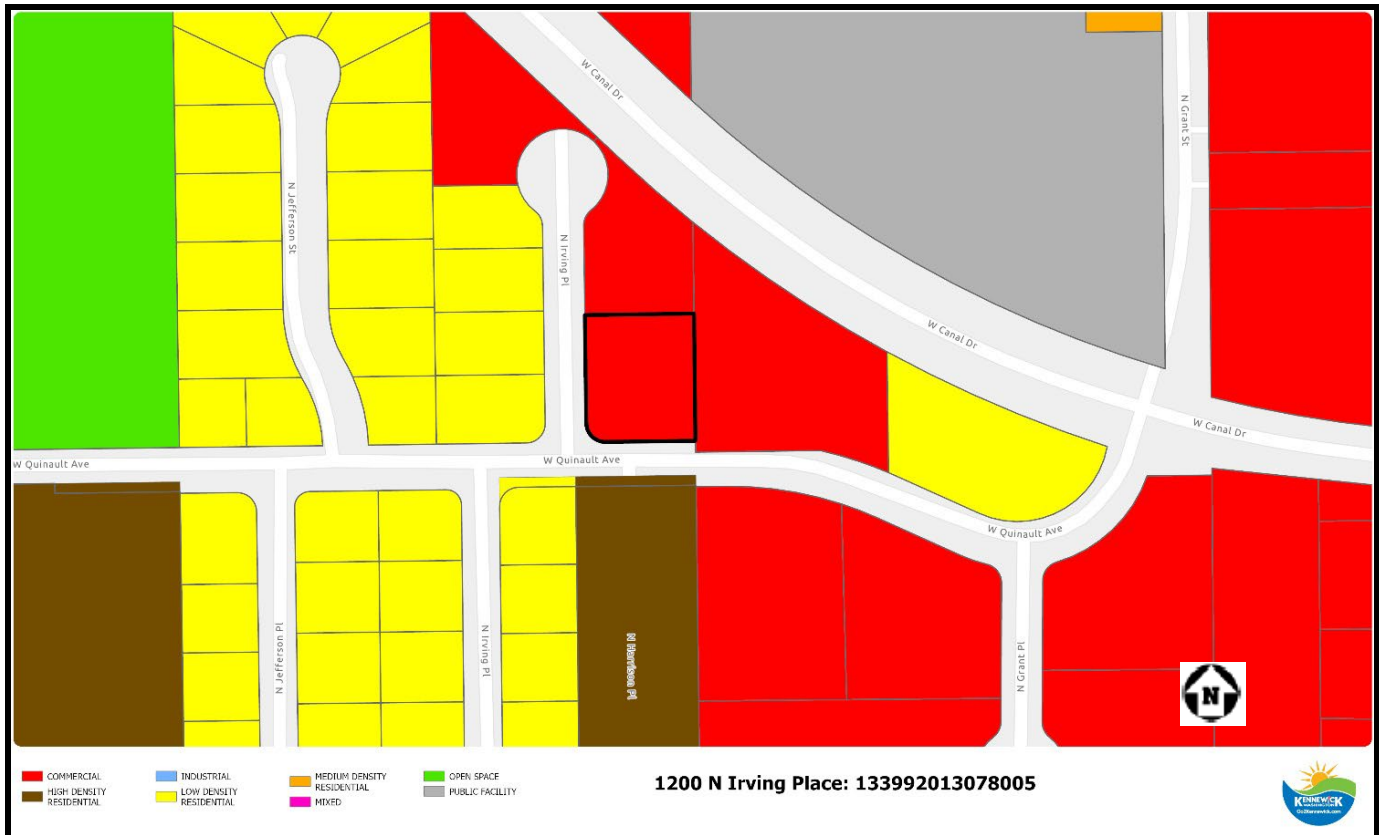
210 W 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4561

Comprehensive Plan Amendment CPA-2024-0003

REQUEST: Change .55-acres from Commercial to Low Density Residential (LDR).

APPLICANT: Lexar Homes of TC

OWNER: SLAC, LLC



Not to scale

SITE INFORMATION

- **Size:** .55-acres
- **Location:** 1200 N Irving Place
- **Topography:** Flat
- **Existing Comprehensive Plan Designation:** Commercial
- **Existing Zoning:** Commercial, Community (CC)
- **Existing Land Use:** Vacant

EXHIBITS

- **Exhibit A-1:** Aerial Map

- **Exhibit A-2:** Land Use Map
- **Exhibit A-3:** Supplemental Questions
- **Exhibit A-4:** Environmental Determination

APPLICATION PROCESS

- Application Submitted April 30, 2024
- Application routed for comments June 19, 2024
- Determination of Non-Significance (DNS) was issued on July 8, 2024
- Appeal Period for the DNS ended July 22, 2024
- Notice of Public Hearing was posted at the site on August 23, 2024
- Notice of Public Hearing published August 25, 2024
- Notice of Notice Hearing mailed August 21, 2024

SURROUNDING COMPREHENSIVE PLAN, ZONING AND LAND USES

North	Comprehensive Plan – Commercial (C) Zoning – Commercial, Office (CO) Existing Land Uses – Offices
South	Comprehensive Plan – High Density Residential (HDR), Low Density Residential (LDR), C Zoning – Residential Trailer Park (RTP), Residential, Low (RL), Commercial, Community (CC) Existing Land Uses – Residences and Vacant Land
East	Comprehensive Plan – C Zoning – CC Existing Land Uses – Vacant
West	Comprehensive Plan – LDR Zoning – RL Existing Land Uses – Vacant

REGULATORY CONTROLS

- City of Kennewick Comprehensive Plan
- Benton County Development Regulations
- Kennewick Municipal Code (KMC) Title 4

DESCRIPTION OF REQUEST

The applicant has requested to change the land use designation of .55-acres from Commercial to Low Density Residential.

COMPLIANCE WITH TITLE 4 (ADMINISTRATIVE PROCEDURES)

KMC 4.12.110(7): Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that the request meets one or more of the following:

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
Approval of the proposed amendment will change the land use designation to a less intense designation than what currently exists. Future development of the sites will be required to meet all applicable development regulations to ensure that surrounding properties are not negatively impacted.

2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment;
This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
3. The proposed amendment corrects an obvious mapping error; or
This request does not correct a mapping error.
4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
The City of Kennewick's 2017-2037 Comprehensive Plan Table 2 shows that the City has a surplus of 1,387.2 acres for Low Density Residential Land and a surplus of 91.5 acres for Commercial Land. The addition of the .55 acres will have a minimal impact on the existing supplies of either land use designation, but it will provide needed additional housing opportunities for Kennewick residents.

KMC 4.12.110(8): Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

1. The effect upon the physical environment;
The site is flat and there are no known negative impacts on the physical environment.
2. The effect on open space and natural features including, but not limited to topography, streams, rivers, and lakes;
No negative impacts are anticipated from the proposed amendment or future development. Adequate measures within the Kennewick Municipal Code exist to mitigate any possible negative impacts to the natural environment.
3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
Approval will designate the same land use designation as the properties to the west and southwest of the site. Future development will be subject to applicable development regulations in order to limit negative impacts to surrounding properties.
4. The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
The future development of the site is required to provide infrastructure improvements to ensure adequacy of community facilities. Access to public streets, water and sewer utilities are available to the site.
5. The quantity and location of land planned for the proposed land use type and density and the demand for such land;
There is a need for more housing opportunities in the City. The proposed amendment will have a minimal impact on the need. If approved, the requested land use designation will result in increasing the residential density from what would occur under the current land use designation.
6. The current and projected project density in the area; and
No maximum density exists for the current land use designation, but residential uses are required to meet specific regulations. The density will be reduced by the proposed land use designation because zoning will require specific lot sizes.
7. The effect, if any upon other aspects of the Comprehensive Plan.
The proposed change will not affect any other aspects of the Comprehensive Plan.

PUBLIC COMMENT

Staff has received no public comment concerning the proposal to date.

AGENCY COMMENTS

Staff did not receive site-specific comments from the notified agencies.

ANALYSIS OF REQUEST

This request is to amend the land use designation for a .55-acre parcel from Commercial to Low Density Residential. There are Low Density Residential properties that are in the immediate area of the site. This site is vacant and the property owner most likely will develop single-family residences on it in the near future.

Staff's review to the comprehensive plan has determined that the following goals and policies provides a basis to approve the request:

RESIDENTIAL GOAL 1: Provide for attractive, walkable, and well-designed residential neighborhoods.

RESIDENTIAL GOAL 4: Provide more housing opportunities near commercial, transit and employment.

HOUSING GOAL 1: Support and develop a variety of housing types and densities to meet the diverse needs of the population.

FINDINGS

1. The applicant is Lexar Homes of TC, 1212 Irving Place, Kennewick, WA 99336.
2. The owner is SLAC, LLC.
3. The request is to change the site's land use designation from Commercial to Low Density Residential.
4. The application was received on April 30, 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on June 19, 2024.
5. 1200 N Irving Place is served by City Water and Sewer Utilities.
6. Access to the site is N Irving Place.
7. The proposed amendment is adjacent to Low Density Residential, High Density Residential and Commercial lands.
8. A Determination of Non-Significance was issued for this application on July 8, 2024. The appeal period for the determination ended on July 22, 2024.
9. A public hearing notification sign was posted on site August 23, 2024.
10. Notice of the public hearing for this application was published in the Tri-City Herald on August 25, 2024.
11. Notices were mailed to property owners within 300 feet of the site on August 21, 2024.
12. The proposed amendment will allow the property to be zoned a Residential Zoning District. Future development will be subject to development regulations in order to protect the environment and public.
13. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
14. The proposed amendment does not correct an obvious mapping error.
15. This request will address a housing need for the community, not necessarily a deficiency in the Comprehensive Plan.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for a .55-acre parcel from Commercial to Low Density Residential.

3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan Residential Goals 1, 4 and Housing Goal 1.
4. The proposed amendment will increase population densities in the area.
5. Future development will be required to meet applicable development regulations and concurrency requirements.

Recommendation

Staff recommends that the Planning Commission concur with the findings and conclusions of CPA-2024-0003 contained in the staff report and recommend approval to City Council.

Motion

I move that the Planning Commission concur with the findings and conclusions of CPA-2024-0003 contained in the staff report and recommend to City Council approval of the request.

Aerial Map

Exhibit A-1



August 5, 2024

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

CountyParcelLayer  Historic Bldg on Registry

StreetName  StructureBridge

 Preliminary Parcel  StructureBuilding



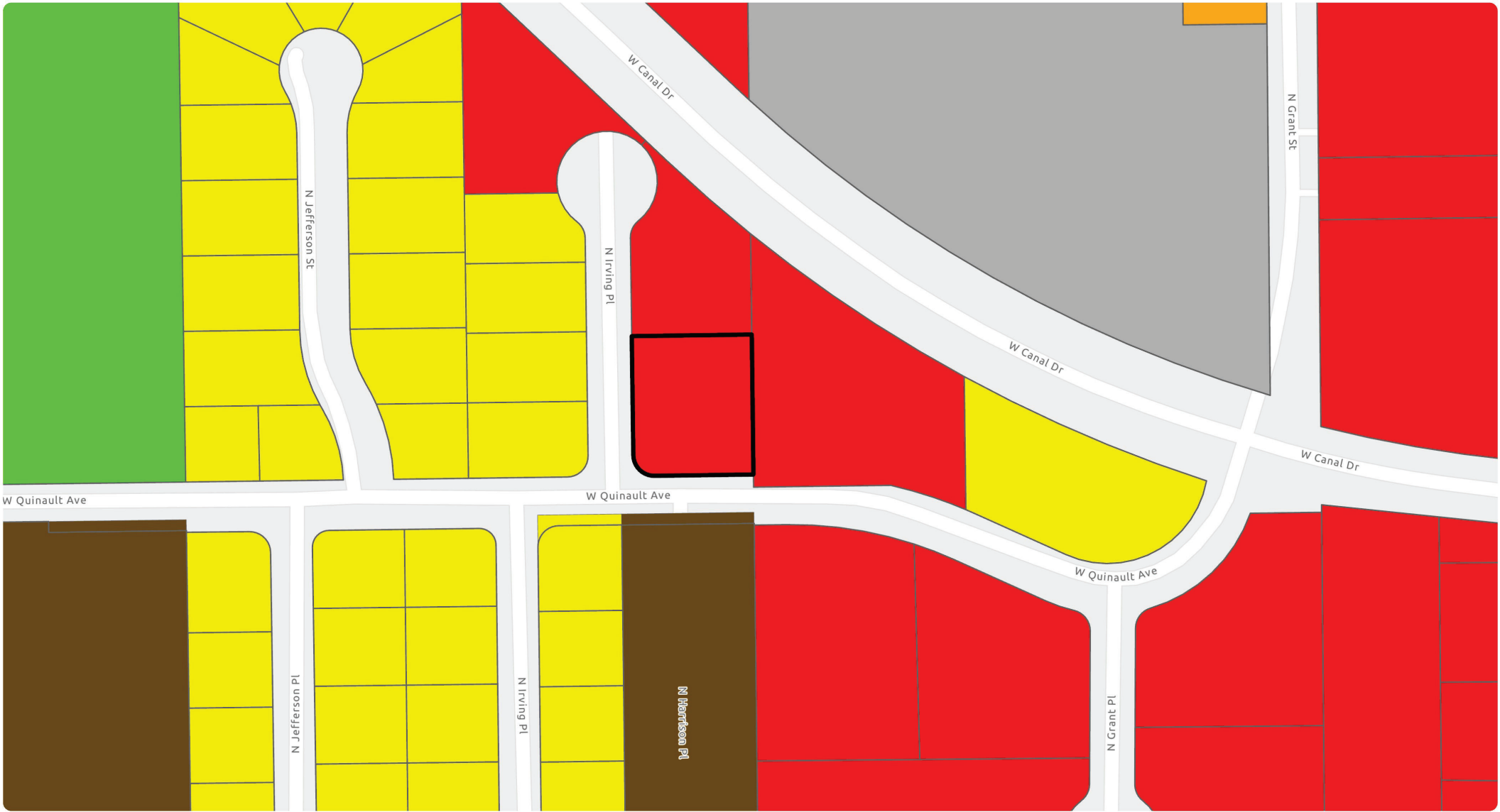
1 inch = 300 feet

1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Source: Esri, Maxar, Earthstar
Geographics, and the GIS User



1200 N Irving Place: 133992013078005



Supplemental Questions

1. What are the reasons for the requested amendment?
Lexar Homes of Tri Cities would like to build houses for the community on this property similar to the houses that are being built across the street by Brett Lott.
2. Which elements of the comprehensive plan will be affected?
Housing
Land Use
3. Please explain how the affected elements will be impacted if the proposal is approved. Include detailed information on utilities and their associated plans as well as the effect on emergency services, parks, schools, etc.
Change will be minimal because the area is already surrounded by residential properties.
4. Please explain how the proposed amendment will implement the comprehensive plan and be in the best interest of Kennewick referencing appropriate goals and policies contained in the plan.
The use of these lots as residential will help address the housing shortage and prices in Kennewick.
5. Please explain any other substantiated information in support of the proposed amendment.
After the land across the street was rezoned to residential, this land became less desirable as a commercial use property. We want the land use to be consistent with the homes that are being built around it.



CITY OF KENNEWICK DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2024-0008

DESCRIPTION OF PROPOSAL: To change the property's land use designation from Commercial to Low Density Residential and rezone it from Commercial to Residential, Low.

PROPONENT: SLAC, LLC, c/o Adam Diaz, 1212 N Irving Place, Kennewick, WA 99336

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 1200 N Irving Place, Parcel Number: 133992013078005

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4386

- ☐ Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: July 8, 2024

Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued, no later than **5 p.m. on July 22, 2024**. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED-2024-0012 File

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF KENNEWICK’S COMPREHENSIVE
PLAN (CPA 2024-0003, Lexar Homes of Tri-Cities, c/o Scott Stroud)

WHEREAS, the City of Kennewick, by and through its City Council, and pursuant to the Growth Management Act, directed the Planning Commission of the City of Kennewick to review and update the Comprehensive Plan for the purposes of coordinating all plans and programs relating to the physical and social development of the Kennewick Urban Growth Area and the people therein; and

WHEREAS, the City of Kennewick, in accord with the Growth Management Act and RCW 36.70A.130 and implementing municipal regulations, has directed the Department of Community Planning and the Planning Commission to review and update the plan annually; and

WHEREAS, appropriate public notice has been given and a public hearing held by the Planning Commission on September 9, 2024, concerning the proposed changes, and the same has been reviewed by the Department of Commerce for the review required under RCW 36.70A.106; NOW, THEREFORE:

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

Section 1. The following amendment is made to the City of Kennewick Comprehensive Plan Land Use Map as adopted by Resolution 07-12:

1. CPA 2024-0003 – .55 acres located at 1200 N Irving Place (Commercial (C) to Low Density Residential (LDR)).

Section 2. The property is legally described as follows:

Commercial to Low Density Residential

Parcel Number 1-3399-201-3078-005:

Section 33 Township 9 Range 29 Quarter NW Short Plat #3078, Lot 5, Recorded 2/25/2008, under Auditor’s File No. 2008-004837. Recorded in Volume 1 of Short Plats, Page 3078, Records of Benton County, Washington.

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

Planning Commission Action Summary
CPA-2024-0003 – Lexar Homes of TC, c/o Scott Stroud

The Kennewick Planning Commission conducted a public hearing on September 9, 2024. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and listening to public testimony, the Commission passed a motion on the proposed Comprehensive Plan Amendment, concurring with the findings and conclusions in the staff report and recommends to City Council approval of CPA-2024-0003.

Findings of Fact

1. The applicant is Lexar Homes of TC, 1212 Irving Place, Kennewick, WA 99336.
2. The owner is SLAC, LLC.
3. The request is to change the site's land use designation from Commercial to Low Density Residential.
4. The application was received on April 30, 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on June 19, 2024.
5. 1200 N Irving Place is served by City Water and Sewer Utilities.
6. Access to the site is N Irving Place.
7. The proposed amendment is adjacent to Low Density Residential, High Density Residential and Commercial lands.
8. A Determination of Non-Significance was issued for this application on July 8, 2024. The appeal period for the determination ended on July 22, 2024.
9. A public hearing notification sign was posted on site August 23, 2024.
10. Notice of the public hearing for this application was published in the Tri-City Herald on August 25, 2024.
11. Notices were mailed to property owners within 300 feet of the site on August 21, 2024.
12. The proposed amendment will allow the property to be zoned a Residential Zoning District. Future development will be subject to development regulations in order to protect the environment and public.
13. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
14. The proposed amendment does not correct an obvious mapping error.
15. This request will address a housing need for the community, not necessarily a deficiency in the Comprehensive Plan.

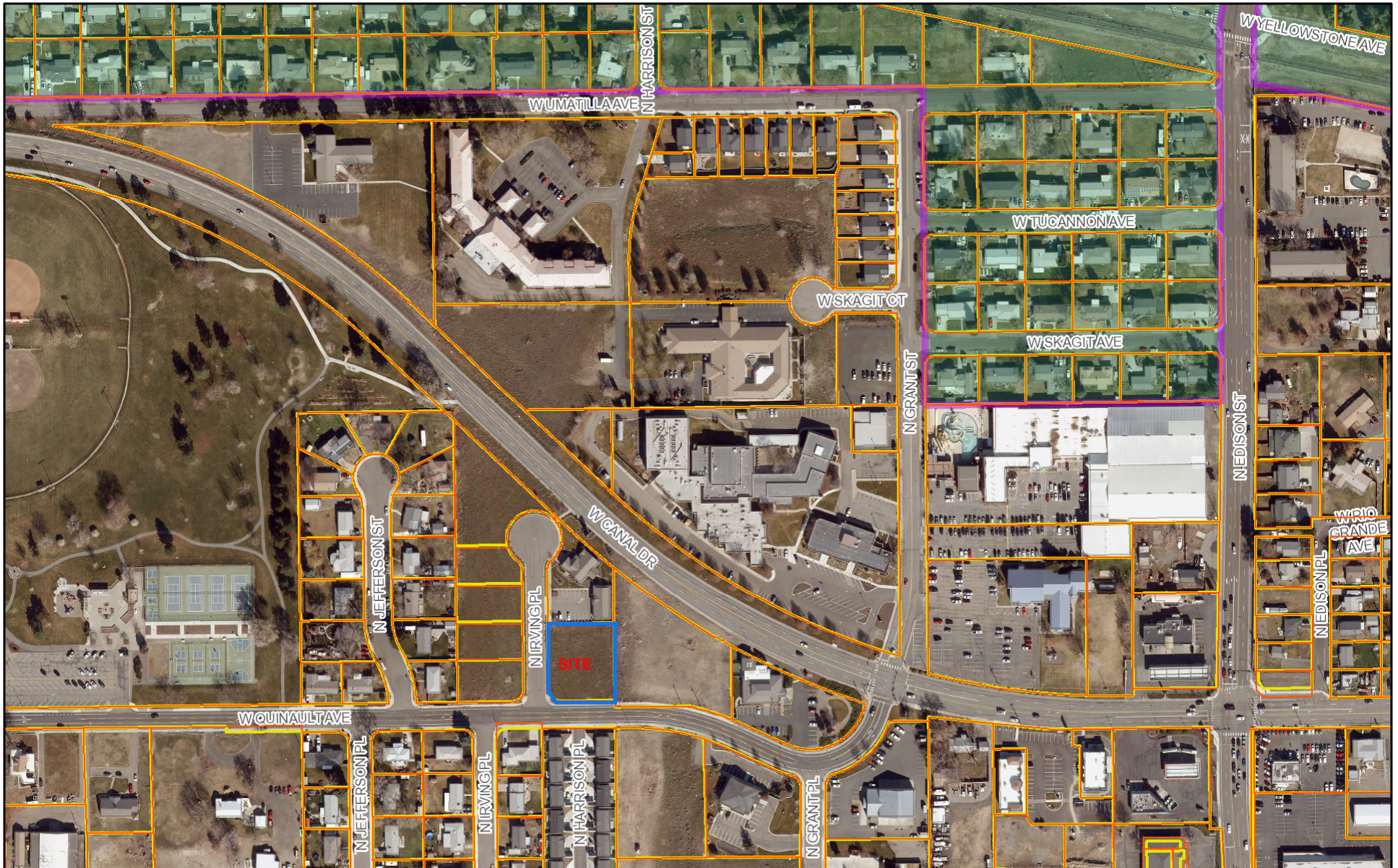
Conclusions of Law

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for a .55-acre parcel from Commercial to Low Density Residential.
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan Residential Goals 1, 4 and Housing Goal 1.

4. The proposed amendment will increase population densities in the area.
5. Future development will be required to meet applicable development regulations and concurrency requirements.

The motion to approve was moved by Commissioner Gregory and seconded by Commissioner Short. The motion passed unanimously, with Commissioners Gregory, Griffith, Hempstead, Shor, Vice-Chair Helgeson and Chairman Morris all in favor.

Vicinity Map



September 23, 2024 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

CountyParcelLayer **SurveyAddressPoint**

StreetName

● <all other values>

■ Apartment

■ Building

■ Condo

■ Mobile Home

Parcel



1 inch = 300 feet

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

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

Council Agenda Coversheet	Item Number: 5.d. Date: 10/1/2024 Item Type: Ordinance	Category: Ordinance/Reso
	Subject: Ordinance: Comprehensive Plan Amendment CPA-2024-0004 - Text amendment to add the expansion of the Convention Center to the Capital Facilities Plan list of projects Department: Community Planning Ordinance # 24-XX Permit # CPA-2023-004	
<u>Recommendation</u> The Planning Commission recommends City Council approve CPA-2024-0004 by adopting the Ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> The expansion of the Convention Center is not currently included in the Capital Facilities Plan list of projects. The proposed text amendment adds this project to the list for future planning and the identification of funding. The Planning Commission held a public hearing to review the Comprehensive Plan Amendment on 9 September 2024. At the hearing, staff presented an overview of the staff report and findings. No public comment either for or against the amendment was received. The Planning Commission voted 5-0 to recommend approval of CPA-2024-0004 to City Council. <u>Alternatives</u> None. <u>Fiscal Impact</u> None at this time.		
<u>Attachments:</u> 1. Staff Report 2. Ordinance 3. PC Action Summary 4. PC Minutes		



Comprehensive Plan Amendment CPA-2024-0004

REQUEST: Text amendment to the Comprehensive Plan to add the expansion of the Convention Center to the Capital Facilities Plan list of projects.

APPLICANT: City of Kennewick

EXHIBITS

Exhibit 1: Environmental Determination

Exhibit 2: CIP Summary 2023-2028

Exhibit 3: Washington Department of Fish & Wildlife Letter 7/5/2024

APPLICATION PROCESS

- Application Submitted 30 April 2024
- Determination of Non-Significance was issued on 8 July 2024
- Appeal Period for the DNS ended 22 July 2024
- Notice of Public Hearing published 25 August 2024

REGULATORY CONTROLS

- City of Kennewick Comprehensive Plan

DESCRIPTION OF REQUEST

Amend the Comprehensive Plan Capital Facilities element to include the expansion of the Convention Center to the project list.

COMPLIANCE WITH TITLE 4 (ADMINISTRATIVE PROCEDURES)

KMC 4.12.110(7): Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that the request meets one or more of the following:

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
The proposal updates the Capital Facilities project list in the comprehensive plan to reflect current facts and figures ensuring the Comprehensive Plan remains up to date as a document useful for determining public health, safety, welfare, and protection of the environment.
2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment;
This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
3. The proposed amendment corrects an obvious mapping error; or
This request does not correct a mapping error.

4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
The proposal updates the Capital Facilities element in the comprehensive plan to add the Convention Center expansion.

KMC 4.12.110(8): Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

1. The effect upon the physical environment;
As a text update, the proposal will have no effect on the physical environment.
2. The effect on open space and natural features including, but not limited to topography, streams, rivers, and lakes;
As a text update, the proposal will have no effect on open space and natural features.
3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
As a text update, the proposal does not impact any lots within the city.
4. The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
As a text update, the proposal will have no impact on community facilities.
5. The quantity and location of land planned for the proposed land use type and density and the demand for such land;
As a text update, the proposal will have no immediate effect on any land within the city. Ultimately, the amendment will allow additional planning and funding to be allocated for the Convention Center expansion.
6. The current and projected project density in the area; and
As a text update, the proposal is not held to density standards, nor does it impact density standards of any site.
7. The effect, if any upon other aspects of the Comprehensive Plan.
As stated above, the proposed amendment adds the expansion of the Convention Center to the Capital Facilities project list of the Comprehensive Plan.

PUBLIC COMMENT

Staff has received no public comment concerning the proposal to date.

AGENCY COMMENTS

In a letter dated 5 July 2024 (Exhibit 3), the Washington Department of Fish & Wildlife indicates the area intended for the Convention Center expansion and/or parking area may be considered critical shrub-steppe habitat and fall under the City's Critical Area Ordinance as well as Fish and Wildlife Conservation Areas (KMC 18.63).

ANALYSIS OF REQUEST

The proposal amends the Comprehensive Plan Capital Facilities element to include the expansion of the Convention Center to the project list.

FINDINGS

1. The applicant is City of Kennewick, 210 W 6th Ave, Kennewick, WA 99336.
2. The request amends the Comprehensive Plan Capital Facilities element to include the expansion of the Convention Center to the project list.

3. The application was received on 30 April 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on 7 May 2024.
4. No sites are impacted by the proposed update.
5. A Determination of Non-Significance was issued for this application on 8 July 2024. The appeal period for the determination ended on 22 July 2024.
6. Notice of the public hearing for this application was published in the Tri-City Herald on 25 August 2024.
7. The proposed amendment will not change the zoning of any site within the city.
8. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
9. The proposed amendment does not correct an obvious mapping error.
10. This request will address an identified deficiency in the Comprehensive Plan.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will not change the land use of any site within the city.
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have no impact on other aspects of the plan.
4. The proposed amendment will not affect population densities in the area.
5. The proposal will not influence the traffic and park system.

RECOMMENDATION

Staff recommends that the Planning Commission concur with the findings and conclusions of CPA-2024-0004 contained in the staff report and recommend approval to City Council.

Motion

I move that the Planning Commission concur with the findings and conclusions of CPA-2024-0004 contained in the staff report and recommend approval to City Council.



Community Planning Department

210 West 6th Avenue

Kennewick, WA 99336

Phone: (509) 585-4280

cedinfo@ci.kennewick.wa.us

DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2024-0013

DESCRIPTION OF PROPOSAL: Comprehensive Plan Text Amendment to amend the capital facilities element to include the expansion of the convention center to the project list.

PROPONENT: City of Kennewick

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: N/A

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

☒ There is no comment period for this DNS.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Community Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4361

Date: 8 July 2024

Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

CITYWIDE SUMMARY

Capital Improvement Program

	ACTUAL	ESTIMATE	PROJECTION					
	2019/2020	2021/2022	2023	2024	2025	2026	2027	2028
BEGINNING FUND BALANCE								
Arterial Street	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Urban Arterial Street	227,685	2,224	-	-	-	-	-	-
Capital Improvement Fund	17,713,127	23,561,243	23,152,836	23,943,749	25,750,728	29,060,395	18,075,812	17,978,031
Water and Sewer Fund	11,204,145	14,938,876	13,365,599	30,769,990	17,733,489	28,494,174	22,915,972	13,833,197
Stormwater Fund	317,085	1,398,090	1,609,587	2,414,148	1,413,595	1,954,587	2,263,168	2,241,457
Total Beginning Fund Balance	29,462,062	39,900,433	38,128,022	57,127,887	44,897,812	59,509,156	43,254,952	34,052,685
REVENUES								
TAXES								
Trails & Paths Gas Tax	16,334	16,000	8,000	8,000	8,000	8,000	8,000	8,000
Optional Sales Tax	11,402,596	14,838,000	7,001,000	7,101,500	7,382,500	7,673,500	7,974,000	8,283,700
LRF Sales Tax	1,000,000	1,000,000	500,000	500,000	500,000	500,000	500,000	500,000
LRF Tax Increment - Sales Tax	37,000	-	-	-	-	-	-	-
Real Estate Excise Tax	3,337,758	5,225,500	1,719,000	1,771,000	1,824,000	1,879,000	1,935,000	1,993,000
Real Estate Excise Tax (2nd 1/4%)	3,337,758	5,225,500	1,719,000	1,771,000	1,824,000	1,879,000	1,935,000	1,993,000
LRF Property Tax	524,212	774,000	470,000	517,000	564,000	611,000	660,000	738,000
LRF Tax Increment - Property Tax	113,311	67,000	23,000	23,000	23,000	23,000	23,000	23,000
Water and Sewer Utility Tax	1,774,370	2,158,873	1,180,400	1,259,100	1,343,200	1,432,800	1,528,500	1,621,500
Subtotal Taxes	21,543,339	29,304,873	12,620,400	12,950,600	13,468,700	14,006,300	14,563,500	15,160,200
INTERGOVERNMENTAL								
Rural County Funds	384,542	-	500,000	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000
CSLFRF - ARPA Funds	-	6,060,000	-	-	-	-	-	-
State Proviso	1,622,987	-	-	-	-	-	-	-
HSIP State	-	875,607	363,000	-	-	-	-	-
FEMA Grant	56,623	80,319	-	-	-	-	-	-
NHFP Grant	1,025	-	-	-	-	-	-	-
NHS Grant	1,432,160	-	-	-	-	-	-	-
STP Federal	1,501,061	5,299,146	-	666,050	1,989,500	2,084,800	-	-
STP Local	4,989	-	-	-	-	-	-	-
Emergency Management State	9,437	13,386	-	-	-	-	-	-
TIB Grant	309,938	1,733,008	-	600,000	-	-	-	-
WSDOT Grant	2,602	-	-	-	40,000	826,800	-	-
WTSC Grant	120,815	30,842	-	-	-	-	-	-
Benton Franklin Council of Government TAP Grant	-	-	-	-	30,275	259,500	528,082	-
RCO Grant	-	135,000	-	-	-	-	-	-
Connecting Washington Grant	1,870,000	217,285	-	-	-	-	-	-
Kennewick School District	136,846	7,710	-	-	5,200	40,116	-	-
City of Richland	-	114,750	-	-	-	-	-	-
Port of Kennewick	-	794,400	-	-	-	90,760	216,200	-
Department of Commerce Grant	-	37,240	-	-	-	-	-	-
Department of Ecology Grant	126,860	20,000	-	-	-	-	-	-
Subtotal Intergovernmental	7,579,885	15,418,693	863,000	5,266,050	3,064,975	4,301,976	1,744,282	1,000,000
CHARGES FOR SERVICES								
Revenue from Water/Sewer Rates	8,711,187	12,256,798	8,543,616	9,593,334	11,146,440	11,747,762	13,538,337	15,028,782
Revenue from Stormwater Rates	1,553,528	3,006,753	1,347,465	1,438,792	1,506,380	1,500,475	1,574,631	1,651,484
Water Area Charges	152,754	125,540	74,664	75,801	76,955	78,126	79,316	80,523
Sewer Area Charges	384,950	403,525	284,248	288,575	292,968	297,428	301,956	306,553
Subtotal Charges for Services	10,802,419	15,792,616	10,249,993	11,396,502	13,022,743	13,623,791	15,494,240	17,067,342
MISCELLANEOUS								
Interest/Miscellaneous	633,329	372,648	387,259	634,094	478,644	581,288	637,624	700,269
Rentals and Leases	28,597	46,000	23,000	23,000	23,000	23,000	23,000	23,000
Proceeds from Land Sale	-	218,000	-	-	-	-	-	-
Donations	217,991	180,000	202,000	57,000	42,000	42,000	42,000	-
Park Development Fees	29,243	7,732	-	-	-	-	-	-
Developer Contributions	777,300	228,288	-	-	-	-	-	-
Subtotal Miscellaneous	1,686,460	1,052,668	612,259	714,094	543,644	646,288	702,624	723,269
INTERFUND TRANSFERS								
Transfer from Capital Improvement Fund:								

CITYWIDE SUMMARY

Capital Improvement Program

	ACTUAL	ESTIMATE	PROJECTION					
	2019/2020	2021/2022	2023	2024	2025	2026	2027	2028
Urban Arterial Fund	5,188,593	2,227,243	100,000	1,303,950	931,300	12,013,024	7,240,800	2,079,000
Arterial Street Fund	3,903,005	5,000,000	4,000,000	4,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Capital Improvement Fund - Facilities	1,410,935	2,860,527	1,676,900	882,200	521,305	547,985	575,290	606,370
Capital Improvement Fund - TIF	1,870,786	2,007,080	500,000	500,000	500,000	500,000	500,000	500,000
Capital Improvement Fund - LRF Tax	1,575,603	2,044,299	993,000	1,040,000	1,087,000	1,134,000	1,183,000	1,261,000
Capital Improvement Fund - PIF	-	188,112	225,000	-	-	-	-	-
Capital Improvement Fund - Park Reserve	-	62,540	-	-	-	-	-	-
Capital Improvement Fund - 2016 GO Bond	384,297	-	-	-	-	-	-	-
Capital Improvement Fund - 2020 GO Bond	-	2,080,000	-	-	-	-	-	-
Capital Improvement Fund - Capital	1,791,311	1,388,811	560,500	581,550	610,600	610,600	641,200	641,200
Transfer from General Fund:								
Capital Improvement Fund - Streets	2,000,000	1,174,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfer from Medical Services Fund:								
Capital Improvement Fund - Capital	137,447	-	24,000	29,650	-	-	-	-
Transfer from Building Safety Fund:								
Capital Improvement Fund - Capital	310,948	-	12,000	16,000	-	-	-	-
Transfer from Water/Sewer:								
Capital Improvement Fund - Facilities	-	35,896	-	-	-	-	-	-
Capital Improvement Fund - Capital	810,620	-	52,000	65,750	-	-	-	-
Transfer from Stormwater:								
Capital Improvement Fund - Facilities	-	10,256	-	-	-	-	-	-
Capital Improvement Fund - Capital	70,811	-	8,000	7,400	-	-	-	-
Transfer from Bi-Pin Operations Fund:								
Capital Improvement Fund - Facilities	2,996	-	8,000	7,500	-	-	-	-
Transfer from Community Development Fund:								
Capital Improvement Fund - Streets	863,945	1,388,902	500,000	500,000	350,000	350,000	350,000	350,000
Subtotal Interfund Transfers	20,321,297	20,467,666	9,659,400	9,934,000	8,000,205	19,155,609	14,490,290	9,437,570
OTHER FINANCING SOURCES								
Bond Proceeds	21,928,972	18,170,000	3,700,000	-	7,400,000	35,500,000	-	12,600,000
State Revolving Loan Fund Proceeds	145,023	2,347,000	29,000,000	-	-	-	-	-
Bond Premiums	107,402	545,500	-	-	-	-	-	-
Transportation Impact Fees	1,507,989	1,393,000	500,000	500,000	500,000	500,000	500,000	500,000
Park Impact Fees	273,522	215,000	120,000	120,000	120,000	120,000	120,000	120,000
Public Works Trust Fund Loan Proceeds	4,326,899	6,156,104	-	-	-	-	-	-
Subtotal Other Financing Sources	28,289,807	28,826,604	33,320,000	620,000	8,020,000	36,120,000	620,000	13,220,000
Total Revenues	90,223,207	110,863,120	67,325,052	40,881,246	46,120,267	87,853,964	47,614,936	56,608,381
TOTAL	\$119,685,269	\$150,763,553	\$105,453,074	\$98,009,133	\$91,018,079	\$147,363,120	\$90,869,888	\$90,661,066

EXPENDITURES

STREET CONSTRUCTION/RECONSTRUCTION

Urban Arterial Street Fund:									
Street Projects	\$ 10,972,192	\$ 10,263,056	\$ 600,000	\$ 2,570,000	\$ 2,966,000	\$ 15,055,500	\$ 7,457,000	\$ 2,079,000	
Capital Improvement Fund:									
Kellogg St Roadside Development	23,034	-	-	-	-	-	-	-	-
Subtotal Street Reconstruction	10,995,226	10,263,056	600,000	2,570,000	2,966,000	15,055,500	7,457,000	2,079,000	

STREET OVERLAYS

Arterial Street Fund:									
Pavement Preservation Program	3,943,785	6,000,000	4,000,000	4,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
Capital Improvement Fund:									
Miscellaneous Street Projects	384,641	268,000	106,525	106,525	106,525	106,525	106,525	106,525	
Crack Sealing	220,097	247,200	150,000	150,000	150,000	150,000	150,000	150,000	
Subtotal Street Overlays	4,548,523	6,515,200	4,256,525	4,256,525	3,256,525	3,256,525	3,256,525	3,256,525	

STORM DRAINAGE

Stormwater Fund:									
Drywell Storm Systems (misc locations)	206,767	400,000	150,000	150,000	150,000	150,000	150,000	150,000	
Decant Facility	945,760	-	-	-	-	-	-	-	
UGA Stormwater Facility	511,787	-	-	-	-	-	-	-	
47th Place	3,407	-	-	-	-	-	-	-	
7th Ave Outfall	-	-	-	-	800,000	800,000	800,000	-	
W 14th Outfall - Hartford to Garfield	189,560	-	-	-	-	-	-	-	
Creekstone Trench Repair	-	50,000	-	-	-	-	-	-	
Cherry Blossom Heights - 19th to Union	-	-	15,000	224,000	-	-	-	-	

CITYWIDE SUMMARY

Capital Improvement Program

	ACTUAL	ESTIMATE	PROJECTION					
	2019/2020	2021/2022	2023	2024	2025	2026	2027	2028
W 46th/47th Ave - Ledbetter to Ely	-	800,000	-	-	-	-	-	-
Ohr'ts Addition Subdivision	-	685,000	40,000	565,000	-	-	-	-
Garfield - Blackberry Canyon to Black Hills	270	780,000	-	-	-	-	-	-
Zintel Canyon Dam - Training Walls	25,116	25,000	-	-	-	-	-	-
Park Hills Dr Storm Replacement	-	60,000	6,000	880,000	-	-	-	-
Vancouver St Storm Drain	-	-	10,000	103,000	-	-	-	-
14th Ave - Garfield to CID Canal	-	-	-	-	28,000	259,000	-	-
Southridge Settlement/Trench Restoration	-	-	200,000	-	-	-	-	-
Outfall to Canyon Lakes Golf Course	-	-	-	-	-	-	125,000	-
Outfall to Duffy's Pond (SR397Kenn Pond pipelining)	-	-	-	-	-	-	25,000	520,000
26th (Garfield to 27th Ave) storm sys/road surfacing	-	-	-	-	-	-	215,000	215,000
Kennewick Ave/Rainier Storm Pipe Access	-	-	-	-	-	-	279,000	279,000
Zintel Canyon - KID Outfall Erosion Prevention	-	-	-	-	-	-	15,000	-
Panoramic Heights Clubhouse - Access to Drywells	-	-	-	-	-	-	16,000	-
Ridgeline Dr (Sherman to W 36th Place)	-	-	33,000	440,000	-	-	-	-
Outfall to Duffy's Pond Phase 2	-	-	-	-	-	-	-	120,000
Outfall Disconnects to CID Canal	-	-	-	-	-	-	-	387,500
Hansen Park Regional Pond (Steptoe/4th Ave)	-	-	37,000	-	-	-	-	-
Frog Pond Rehabilitation	-	-	-	34,000	-	-	-	-
Data Processing Equipment	5,215	-	-	-	-	-	-	-
Stormwater Studies	-	-	60,000	60,000	-	-	-	-
Subtotal Storm Drainage	1,887,882	2,800,000	551,000	2,456,000	978,000	1,209,000	1,625,000	1,671,500

STREET LIGHTS/SIGNALS

Capital Improvement Fund:

Flashing School Beacon	163,793	38,552	-	-	-	-	-	-
Traffic Sign Inventory	3,737	-	-	-	-	-	-	-
Traffic Volume Counts	1,507	-	-	-	-	-	-	-
W. 27th & Olson Signal	449,410	-	-	-	-	-	-	-
Pedestrian Improvements	444	155,746	-	100,000	-	-	-	-
Columbia Drive Ped Signal	32,929	-	-	-	-	-	-	-
St. Lts. Misc. Locations (Arterials)	93,820	141,931	78,100	78,100	78,100	78,100	78,100	78,100
Systematic Safety Street Lighting Improvements	-	-	363,000	-	-	-	-	-
Retrofit Roundabout Art	1,575	-	-	-	-	-	-	-
RRFB Pedestrian Safety Improvements	-	860,900	-	-	-	-	-	-
Misc Traffic Signals or Roundabouts	516,685	382,800	210,500	210,500	210,500	210,500	210,500	210,500
Subtotal Street Lights/Signals	1,263,900	1,579,929	651,600	388,600	288,600	288,600	288,600	288,600

SIDEWALKS

Capital Improvement Fund:

ADA Transition Program	569,716	-	-	500,000	350,000	350,000	350,000	350,000
Pedestrian Pathway Solar Lighting	-	197,000	-	-	-	-	-	-
W Canal Sidewalk Improvement	-	400,000	-	-	-	-	-	-
W 6th Ave Sidewalk Improvement	-	286,000	-	-	-	-	-	-
Sidewalk Program	147,449	262,000	140,000	140,000	140,000	140,000	140,000	140,000
Subtotal Sidewalks	717,165	1,145,000	140,000	640,000	490,000	490,000	490,000	490,000

WATER/SEWER SYSTEM IMPROVEMENTS

Water/Sewer Fund:

Water System Improvements	15,101,249	25,773,835	7,094,300	6,705,500	6,541,710	5,235,700	4,404,100	4,717,600
Sewer System Improvements	3,483,133	6,034,070	16,623,000	15,333,000	580,000	11,530,000	12,957,250	10,812,200
Combined Utility Improvements	601,268	725,000	550,000	1,250,000	1,250,000	1,250,000	250,000	250,000
Sewer Area Charge Projects	234,744	2,347,000	-	-	-	-	-	-
Subtotal W/S Improvements	19,420,394	34,879,905	24,267,300	23,288,500	8,371,710	18,015,700	17,611,350	15,779,800

LAND & FACILITIES

Capital Improvement Fund:

Facilities Maintenance Program	146,587	286,520	422,900	446,200	471,305	497,985	525,290	556,370
Tree Removal	303,165	427,335	-	-	-	-	-	-
City Hall	22,969	68,753	-	-	-	35,500,000	-	-
Dock Rehabilitation	-	165,000	-	-	-	-	-	-
Fire Station #1	81,368	12,693,000	-	-	-	-	-	-
Fire Station #2	19,830	16,357	-	-	-	-	-	-
Fire Station #3	2,255,625	3,553,833	-	-	-	-	-	-
Fire Station #4	50,618	-	-	-	-	-	-	-
Fire Station #5	35,194	-	-	-	-	-	-	-
Fire Station #6	2,800	-	-	-	-	-	-	12,600,000
Fire Station Fill Stations	-	14,000	-	-	-	-	-	-

CITYWIDE SUMMARY

Capital Improvement Program

	ACTUAL	ESTIMATE	PROJECTION					
	2019/2020	2021/2022	2023	2024	2025	2026	2027	2028
E. Benton Museum HVAC	-	28,000	-	-	-	-	-	-
Police Station	99,370	-	-	-	-	-	-	-
Keewaydin Park Improvements	-	450,000	-	-	-	-	-	-
KSD Parking Lot	2,904	-	-	-	-	-	-	-
Library	45,660	51,000	-	-	-	-	-	-
Southridge Complex	258,209	-	180,000	-	-	-	-	-
Shoreline Stabilization	8,201	276,777	-	-	-	-	-	-
Frost Facility	34,171	144,270	-	-	-	-	-	-
Parks Restrooms	-	52,000	-	-	-	-	-	-
Dog Park	-	-	225,000	-	-	-	-	-
Lawrence Scott Park Pickleball Complex	-	1,330,700	-	-	-	-	-	-
Subtotal Land & Facilities	3,366,671	19,557,545	827,900	446,200	471,305	35,997,985	525,290	13,156,370

OTHER IMPROVEMENTS

Capital Improvement Fund:								
Animal Control Facility	9,676	2,428,454	-	-	-	-	-	-
Boys & Girls Club	45,530	-	-	-	-	-	-	-
Park Comprehensive Plan Update	-	-	100,000	200,000	-	-	-	-
Playground of Dreams	424,929	219,147	-	-	-	-	-	-
Civic Center Athletic Area	-	300,000	-	-	-	-	-	-
Underwood Park	65,934	-	-	-	-	-	-	-
Street Assessments/Studies	-	45,000	-	-	-	-	-	-
Monopoly Park	104,888	-	-	-	-	-	-	-
Keene Trail Extension/Island View Study	-	-	-	-	35,000	300,000	610,500	-
Wayfinding Program	403,490	109,610	-	-	-	-	-	-
Community Center	125,228	19,472	-	-	-	-	-	-
Swimming Pool & Splash Pad	66,469	156,000	500,000	-	-	-	-	-
Playground Repair/Replace	43,140	6,860	-	-	-	-	-	-
Park Amenities	7,330	32,670	-	-	-	-	-	-
Hard Surface Repair Program	17,181	107,842	200,000	200,000	-	-	-	-
JS Express	4,000	26,000	-	-	-	-	-	-
Park & Rec Annex Building	30,662	-	-	-	-	-	-	-
Vancouver Park Tennis Court	-	20,000	-	-	-	-	-	-
Data Processing Equipment	728,691	266,104	664,500	707,850	610,600	610,600	641,200	641,200
Software	14,180	154,920	-	-	-	-	-	-
Eden Replacement	2,210,586	1,275,846	-	-	-	-	-	-
Subtotal Other Improvements	4,301,914	5,167,925	1,464,500	1,107,850	645,600	910,600	1,251,700	641,200

PARK IMPROVEMENTS

Capital Improvement Fund:								
Park Development/Construction:								
4W 10th/CCB & Park Site	511	-	-	-	-	-	-	-
4E Eastgate/Arboretum	766	-	-	-	-	-	-	-
1E Fruitland Park	766	-	3,141	-	-	-	-	-
1W Sunset Park	1,351	-	4,470	-	-	-	-	-
2E Zintel/Underwood/Vancouver	511	-	-	-	-	-	-	-
2W Lawrence Scott Park	4,800	62,541	-	-	-	-	-	-
3E Civic Area	255	-	10,078	-	-	-	-	-
3W John Day/Hawthorne	-	-	257	-	-	-	-	-
6E Cascade	23,174	155,971	-	-	-	-	-	-
6W Southridge	57,007	-	21,684	-	-	-	-	-
7W Five Corners	278,914	-	114,680	-	-	-	-	-
5E Horse Heaven Park	4,290	-	37,927	-	-	-	-	-
5W Grange	29,811	-	16,124	-	-	-	-	-
Park Impact Service Area West	-	-	225,000	-	-	-	-	-
Park Impact Service Area East	-	188,112	-	-	-	-	-	-
Subtotal Park Improvements	402,156	406,624	433,361	-	-	-	-	-

DEBT SERVICE

Stormwater Fund:								
Stormwater Revolving Loans	218,507	-	-	-	-	-	-	-
Capital Improvement Fund:								
PWTF Loan - Comp Street Imp - Phase II	499,095	-	-	-	-	-	-	-
PWTF Loan - US395/Ridgeline	107,965	612,725	282,025	278,374	274,722	271,071	267,420	263,769
Debt Issue Costs	77,428	144,082	-	-	-	-	-	-
Subtotal Debt Service	902,995	756,807	282,025	278,374	274,722	271,071	267,420	263,769

MISCELLANEOUS

CITYWIDE SUMMARY

Capital Improvement Program

	ACTUAL	ESTIMATE	PROJECTION					
	2019/2020	2021/2022	2023	2024	2025	2026	2027	2028
Stormwater Utility Fund:								
Transfer to Equipment Rental	64,305	-	-	-	-	-	-	-
Transfer to Capital Improvement Fund	70,811	10,256	8,000	7,400	-	-	-	-
Water/Sewer Fund:								
Transfer to Capital Improvement Fund	810,620	35,896	52,000	65,750	-	-	-	-
Capital Improvement Fund:								
Transfer to Arterial Fund	3,903,005	5,000,000	4,000,000	4,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Transfer to Urban Arterial Fund	5,188,593	2,227,243	100,000	1,303,950	931,300	12,013,024	7,240,800	2,079,000
Transfer to Equipment Rental	2,024,073	2,094,000	2,083,800	1,111,100	1,165,200	1,165,200	1,270,000	1,270,000
Transfer to Capital Improvement - Streets fm TIF	1,870,786	2,007,080	500,000	500,000	500,000	500,000	500,000	500,000
Transfer to Capital Improvement - Streets fm LRF	1,575,603	2,044,299	993,000	1,040,000	1,087,000	1,134,000	1,183,000	1,261,000
Transfer to Capital Improvement - Streets fm 2016	384,297	-	-	-	-	-	-	-
Transfer to Capital Improvement - Facilities	1,410,935	2,860,527	1,676,900	882,200	521,305	547,985	575,290	606,370
Transfer to Capital Purchases	1,791,311	1,388,811	560,500	581,550	610,600	610,600	641,200	641,200
Transfer to FS#1 Const - from 2020 Bonds	-	2,080,000	-	-	-	-	-	-
Transfer to Medical Services Fund	-	-	30,500	-	-	-	-	-
Transfer to Coliseum	4,442,263	18,000	-	-	-	-	-	-
Transfer to Golf Course	426,055	170,000	49,000	36,000	50,000	50,000	50,000	50,000
Transfer to Debt Service Fund	6,563,030	8,177,428	4,072,276	3,426,322	3,426,056	5,367,378	5,359,028	6,281,633
Transfer to Public Facilities Dist - Debt Service	542,890	440,000	125,000	125,000	125,000	125,000	125,000	-
Transfer to Public Facilities Dist-Convention Ctr Expansion	-	-	-	4,000,000	1,750,000	3,500,000	3,500,000	3,500,000
Transfer to Conv Ctr - City of Pasco	909,433	1,010,000	600,000	600,000	600,000	600,000	600,000	-
Subtotal Miscellaneous	31,978,010	29,563,540	14,850,976	17,679,272	13,766,461	28,613,187	24,044,318	19,189,203
Total Expenditures	79,784,836	112,635,531	48,325,187	53,111,321	31,508,923	104,108,168	56,817,203	56,815,967
ENDING FUND BALANCE	39,900,433	38,128,022	57,127,887	44,897,812	59,509,156	43,254,952	34,052,685	33,845,099
TOTAL	\$119,685,269	\$150,763,553	\$105,453,074	\$98,009,133	\$91,018,079	\$147,363,120	\$90,869,888	\$90,661,066



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

South Central Region • Region 3 • 1701 South 24th Avenue, Yakima, WA 98902-5720
Telephone: (509) 575-2740 • Fax: (509) 575-2474

July 5, 2024

Matthew Halitsky
Senior Planner
Community Planning Department
City of Kennewick

SUBJECT: WDFW COMMENTS ON CPA-2024-0004

Dear Mr. Halitsky,

Thank you for the opportunity to comment of the City of Kennewick's proposal, CPA-2024-0004 to add the expansion of the Convention Center to the Capital Facilities Plan list of projects. While the SEPA checklist did not provide details on precisely where the expansion would go, there is undeveloped land to the northeast of the existing convention center that seems a potential location. These comments center around the assumption that expansion would happen in this undeveloped area.

The undeveloped land that is northeast of the existing convention center is mapped by Washington Department of Wildlife (WDFW) Priority Habitats and Species (PHS) program as shrubsteppe habitat. That habitat type would fall under the City of Kennewick's Critical Areas Ordinance (CAO) as Fish and Wildlife Habitat Conservation Area (18.63.010). If this proposal moves forward, it is likely that future impacts to the shrubsteppe habitat will need to be mitigated as called for under the CAO at the time of project development.

WDFW as a technical expertise in this habitat type and PHS is willing to assist the City of Kennewick in impacts and appropriate mitigation for these impacts. When such a proposal is developed, please reach out to me (Scott.Downes@dfw.wa.gov) and Troy Maikis (Troy.Maikis@dfw.wa.gov), the Area Habitat Biologist for Benton County to discuss impacts and potential mitigation solutions. We appreciate your help in ensuring that these priority habitats are protected.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Downes".

Scott Downes
Regional Land Use Planner

Cc:
Troy Maikis, WDFW

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S
COMPREHENSIVE PLAN (CPA 2024-0004, TEXT AMENDMENT)

WHEREAS, the City of Kennewick, by and through its City Council, and pursuant to the Growth Management Act, directed the Planning Commission of the City of Kennewick to review and update the Comprehensive Plan for the purposes of coordinating all plans and programs relating to the physical and social development of the Kennewick Urban Growth Area and the people therein; and

WHEREAS, the City of Kennewick, in accord with the Growth Management Act and RCW 36.70A.130 and implementing municipal regulations, has directed the Department of Community Planning and the Planning Commission to review and update the plan annually; and

WHEREAS, appropriate public notice has been given and a public hearing held by the Planning Commission on September 9, 2024, concerning the proposed changes, and the same has been reviewed by the Department of Commerce for the review required under RCW 36.70A.106; NOW, THEREFORE:

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

Section 1. The following text amendments are made to the City of Kennewick's Comprehensive Plan as adopted by Resolution 07-12:

1. CPA 2024-0004 – Text Amendment to add the expansion of the Convention Center to the Capital Facilities Plan list of projects.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

Planning Commission Action Summary

CPA-2024-0004 Text Amendment

The Kennewick Planning Commission conducted a hybrid in-person/virtual public hearing on 9 September 2024. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Griffith moved that the Planning Commission concur with the findings and conclusions contained within staff report CPA-2024-0004 and recommend to City Council approval of the proposed Comprehensive Plan Text Amendment.

FINDINGS

1. The applicant is City of Kennewick, 210 W 6th Ave, Kennewick, WA 99336.
2. The request amends the Comprehensive Plan Capital Facilities element to include the expansion of the Convention Center to the project list.
3. The application was received on 30 April 2024 and was routed for review to various City Departments and other local, state and federal agencies for comment on 7 May 2024.
4. No sites are impacted by the proposed update.
5. A Determination of Non-Significance was issued for this application on 8 July 2024. The appeal period for the determination ended on 22 July 2024.
6. Notice of the public hearing for this application was published in the Tri-City Herald on 4 August 2024.
7. The proposed amendment will not change the zoning of any site within the city.
8. This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
9. The proposed amendment does not correct an obvious mapping error.
10. This request will address an identified deficiency in the Comprehensive Plan.

CONCLUSIONS

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will not change the land use of any site within the city.
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have no impact on other aspects of the plan.
4. The proposed amendment will not affect population densities in the area.
5. The proposal will not influence the traffic and park system.

The motion was seconded by Commission Gregory. The motion passed unanimously, with Commissioners Helgeson, Short, Gregory, Griffith, and Chair Morris all in favor.

**KENNEWICK PLANNING COMMISSION
SEPTEMBER 9, 2024
SPECIAL WORKSHOP/SPECIAL MEETING MINUTES**

1. CALL TO ORDER

Chairman Morris called the Special Workshop Meeting to order at 6:00 p.m.

Commissioners Nikki Griffith, Ken Short and Chairman Victor Morris were present in the Council Chambers, Vice Chairman Thomas Helgeson attended remotely.

Staff present at the workshop meeting were Steve Donovan, AICP Development Services Manager; Matt Halitsky, AICP Senior Planner; Melinda Didier, Community Planning Administrative Assistant/Planning Commission Recorder.

Mr. Donovan and Mr. Halitsky presented a condensed review of 2024 Comprehensive Plan Amendments and answered clarifying questions for the Planning Commissioners.

No members of the public were present, either in person or remotely.

The Special Workshop Meeting concluded at 6:15 pm.

Chairman Morris called the Special Meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

PRESENT: Chairman Victor Morris, Commissioners Tina Gregory, Nikki Griffith, Ken Short (*All in person*); Commissioner James Hempstead, Vice Chairman Thomas Helgeson (*Both attended remotely*).

ABSENT: None

STAFF: Steve Donovan, AICP Development Services Manager; Matt Halitsky, AICP Senior Planner; Melinda Didier, Community Planning Administrative Assistant/Planning Commission Recorder.

Ms. Didier declared a quorum was established.

2. CONSENT AGENDA

- a. Approval of the minutes dated June 3, 2024.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

MOTION: Commissioner Griffith moved to approve the Consent Agenda; Commissioner Gregory seconded the motion.

DISCUSSION: None.

VOTE: The motion passed on a unanimous roll call vote.

3. PUBLIC HEARINGS:

Chairman Morris made the following statement:

“Good evening and welcome to the September 9, 2024 Kennewick Planning Commission special meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant’s Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request.”

A. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0001:

Chairman Morris opened the public hearing at 6:34 pm for Comprehensive Plan Amendment (CPA) #2024-0001, proposing to change the land use designation for approximately 1.79 acres located at 803 S. Steptoe Street from Low Density Residential (LDR) to Industrial (I). Applicant is Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Owner is T3 Development Steptoe LLC and Kennewick Acquisition Company LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0001 to City Council.

Planning Commission asked clarifying questions of staff.

2. Testimony of Applicant Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive Ste. 160, Kennewick, WA 99338. Mr. Knutzen gave testimony to clarify in support of this request (*supporting this project that is 1.5 years in the making, will make this parcel compatible with the Comprehensive Plan*).
3. Testimony in Favor of the Request: None.
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None

8. Planning Commission Questions of Staff: Any comments from surrounding neighbors (*none*). *Commissioner Short declared he knows the applicant, has no conflict of interest and was not asked by the Planning Commissioners to recuse himself from consideration of this proposal.*

9. Public Testimony Closed at 6:41 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0001 and recommend City Council APPROVE the request. Commissioner Griffith seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

B. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0002:

Chairman Morris opened the public hearing at 6:44 pm for Comprehensive Plan Amendment (CPA) #2024-0002, proposing to change the land use designation for approximately 0.5438 acres located at 2219 W. 13th Avenue from Low Density Residential (LDR) to Medium Density Residential (MDR). Applicant/Owner is Douglas Jones, 712 S. Young Place, Kennewick, WA 99336.

1. Mr. Halitsky described the application, presented the staff report, and staff recommended the Planning Commission forward a recommendation of approval of CPA-2024-0002 to City Council.

Planning Commission asked clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: Charles Polk, 2222 W. 15th Avenue, Kennewick – understands that applicant is building a shop there, against any future owner placing higher density uses such as apartments.

Alberto Navarro, 1207 S. Zillah Street, Kennewick – shares many of the concerns as Mr. Polk, there are already big issues with parking/inoperable vehicles.

5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: Mr. Halitsky clarified parking and uses in MDR zone.
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 6:55 p.m.

MOTION: Commissioner Short moved to concur with the findings and conclusions in staff report CPA-2024-0002 and recommend City Council APPROVE the request. Vice Chair Helgeson seconded the motion.

DISCUSSION: Commissioner Gregory declared that she knows Mr. Jones and was close with his wife; Commissioner Gregory state she can be impartial and the Planning Commission did not ask her to recuse herself. Commissioner Short asked clarifying questions of staff:

VOTE: The motion passed unanimously on a roll call vote.

C. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0003:

Chairman Morris opened the public hearing at 6:59 pm for Comprehensive Plan Amendment (CPA) #2024-0003, proposing to change the land use designation for approximately .55 acres located at 1200 N. Irving Place from Commercial (C) to Low Density Residential (LDR). Applicant is Lexar Homes of TC, 1212 Irving Place, Kennewick, WA 99336. Property Owner is SLAC, LLC.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0003 to City Council.

Planning Commission did not have any clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 7:01 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report CPA-2024-0003 and recommend City Council APPROVE the request. Commissioner Short seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

D. COMPREHENSIVE PLAN AMENDMENT (CPA) #2024-0004:

Chairman Morris opened the public hearing at 7:03 pm for Comprehensive Plan Amendment (CPA) #2024-0004, proposing a text amendment to the Comprehensive Plan to add the expansion of the Convention Center to the Capital Facilities Plan list of projects. Applicant is the City of Kennewick.

1. Mr. Halitsky described the application, presented the staff report, and recommended the Planning Commission forward a recommendation of approval of CPA-2024-0004 to City Council.

Planning Commission did not have any clarifying questions of staff.

2. Testimony of Applicant/Applicant's Representative: None – City of Kennewick is the Applicant.
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: None

6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: None
9. Public Testimony Closed at 7:04 p.m.

MOTION: Commissioner Griffith moved to concur with the findings and conclusions in staff report CPA-2024-0004 and recommend City Council APPROVE the request. Commissioner Gregory seconded the motion.

DISCUSSION: None

VOTE: The motion passed unanimously on a roll call vote.

4. VISITORS NOT ON AGENDA:

- a. None

5. OLD BUSINESS:

- a. City Council Action Updates – All the 2024 Comp Plan Amendments heard tonight will go before City Council on October 1, 2024.

6. NEW BUSINESS:

- a. None.

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

- a. Mr. Donovan reviewed Planning Commissioner City email accounts and the usage of them by the Planning Commission – we are required to use them. Staff knows that there is a problem with them, a workshop with our IT department will most likely be scheduled. City staff will be in contact with commissioners very soon to get that well established with City emails, discontinue using private emails for notification purposes.

Chairman Morris asked about the Middle Housing Advisory Board – Mr. Donovan said Mr. Muai will forward that information to the Planning Commissioners. Chairman Morris will be unavailable for the first regular meeting in October.

ADJOURNMENT: The meeting concluded at 7:12 p.m.

Council Agenda Coversheet 	Item Number: 6.a. Date: 10/1/2024 Item Type: Resolution Subject: Resolution: Surplus of Real Property at 10th & Gum Department: Community Planning Ord/Reso #	Category: Ordinance/Reso Public Mtg / Hrg
<u>Recommendation</u> It is recommended that the City Council adopt a resolution declaring city property surplus and authorizing the sale of real estate generally located at 563 E 13th Ave. <u>Motion for Consideration</u> Motion to declare city property surplus and authorize the sale of real estate generally located at 563 E. 13th Ave. <u>Summary</u> On September 20, 2022, City Council entered into an interlocal agreement (ILA) with the Kennewick Housing Authority (KHA) in which the City would subdivide the City Shops parcel located at 414 E. 10th Ave. and surplus and sell a portion to the Kennewick Housing Authority for the construction of affordable housing. The newly created parcel comprises 3.64 acres located on the south side of the property leaving 5.19 acres for Purchasing and Fleet operations as well as storage functions for Public Works, Parks and Police. The ILA dictates that the City of Kennewick would subdivide the property through the binding site plan process and that the KHA would pay for and conduct the required infrastructure improvements, or bond for said improvements, in order to satisfy state and local requirements for subdividing land. Once the binding site plan was completed, the City would then surplus the property and sell it to the KHA. The binding site plan has now been completed creating two parcels. Lot 1 (414 E. 10th Ave.) contains the Shops and associated storage areas. Lot 2 (563 E. 13th Ave.) is vacant. With these conditions having been met and with the City no longer having an operational need for Lot 2, it is now ready to be declared surplus as a prerequisite of the sale. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Net proceeds from the eventual sale of the property.		
<u>Attachments:</u> 1. Survey 2. Resolution		

BINDING SITE PLAN 2022-023

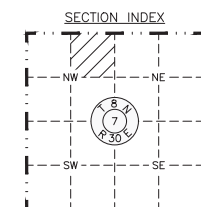
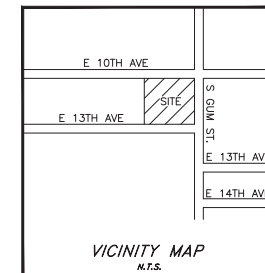
LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. BENTON COUNTY, WASHINGTON

SURVEYOR'S NOTES:

1. BEARING BASE IS GRID WASHINGTON COORDINATE SYSTEM (SOUTH ZONE), NAD_83 (2011). DISTANCES ARE TRUE GROUND MEASUREMENTS, SCALED FROM GRID BY MULTIPLYING BY A COMBINED FACTOR OF 1.000076796
2. O = DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028"
3. ● = DENOTES FOUND MONUMENT AS NOTED
4. (M) = MEASURED (C) = COMPUTED (R) = RECORD
5. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS IF ANY OTHERS EXIST.
6. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS USING REAL TIME KINEMATIC METHODS
7. MONUMENTS VISITED 7-8-2022

EXISTING LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. BENTON COUNTY, WASHINGTON, EXCEPT THE SOUTH 20 FEET THEREOF CONVEYED FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 254960.



LEGEND

- SEWER LINE
- GAS LINE
- STORM DRAIN LINE
- ELECTRICAL LINE
- COMMUNICATION LINE
- WATER LINE
- UNKNOWN UNDERGROUND LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF KENNEWICK IN JULY 2022.



DAVID P. BAALMAN
CERTIFICATE #41028

DATE



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT _____ M.
IN VOLUME ____ OF SURVEYS, AT PAGE ____ AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR

AUDITOR'S FILE NUMBER

REV: 8/7/23 DCP

CLIENT	CITY OF KENNEWICK	JOB	17722
PROJECT	BINDING SITE PLAN		
	PTN OF NW 1/4 OF S7M T8N R30E		
DRN. BY	DCP	SCALE 1"= 60'	F. B. NO. 883
APPROVED	DPB	DATE 7/8/2022	FILE: 17722.DWG
			SHEET 1 OF 2

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ARE THE PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED THE SAME TO BE SURVEYED AND SEGREGATED AS SHOWN HEREON; DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS, AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

CITY OF KENNEWICK REPRESENTATIVE

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____

ON THIS _____ DAY OF _____, _____

BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE (PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER, OR OTHER AUTHORIZED OFFICER OR AGENT, AS THE CASE MAY BE) OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON PRINT

RESIDING AT: _____

COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

NOTARY STAMP (BLACK INK ONLY)

CITY OF KENNEWICK NOTES:

1. ...

TREASURE'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2022.

1-0780-200-0001-000

TAX PARCEL NUMBER

BENTON COUNTY TREASURER

DATE

PUD DISTRICT CERTIFICATE

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY BENTON UTILITY DISTRICT NO. 1.

SIGNATURE

TITLE

DATE

C.O.K. PLAT ADMINISTRATOR'S CERTIFICATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

CITY OF KENNEWICK FILE NUMBER

SIGNATURE

TITLE

DATE

BINDING SITE PLAN 2022-023

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF
SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST,
W.M. BENTON COUNTY, WASHINGTON

IRRIGATION DISTRICT CERTIFICATE

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS BINDING SITE PLAN ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

KENNEWICK IRRIGATION DISTRICT

DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ M,
IN VOLUME _____ OF SURVEYS, AT PAGE _____, AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR

AUDITOR'S FILE NUMBER

REV: NONE



DATE



CLIENT		CITY OF KENNEWICK		JOB
				17722
PROJECT		BINDING SITE PLAN		
		PTN OF NW 1/4 OF S7M T8N R30E		
DRN. BY	DCP	SCALE	1"= 60'	F. B. NO. 883
APPROVED	DPB	DATE	7/8/2022	ACAD VER - C3D21
				FILE: 17722.DWG
				SHEET 2 OF 2

CITY OF KENNEWICK
RESOLUTION NO. 24-_____

A RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE PRIVATE NEGOTIATION AND SALE OF CERTAIN REAL ESTATE LOCATED AT 563 E. 13TH AVE.

WHEREAS, the City of Kennewick is the owner of certain real property located at 563 E. 13th Ave.; and

WHEREAS, in 2018, the City, in partnership with KHA, applied for and received a \$200,000 Department of Ecology grant (Department of Ecology Agreement No. TCPHH-1921-Kennew-00152) to conduct environmental due diligence and a housing market analysis in consideration of redeveloping the “Project Area” identified in Section 2.6 herein into 110 affordable housing units in partnership with KHA; and

WHEREAS, both parties acknowledge that the Tri-Cities area and more specifically the city of Kennewick lacks sufficient affordable housing opportunities for the residents of Kennewick. The rental vacancy rate, as noted in the Kidder-Matthews Market Study, dated March 2, 2022, and contracted for as a part of the scope of work for the City’s Department of Ecology Agreement No. TCPHH-1921-Kennew-00152, indicates the affordable housing vacancy rate is currently 0.0%. The majority of housing development within the Kennewick area is concentrated on market rate, or high-end housing development, and those units are seldom affordable to residents seeking affordable housing opportunities; and

WHEREAS, under Chapter 35.83 RCW, the Washington State Legislature has found and declared that the assistance herein provided by housing authorities constitutes a public use and purpose and is an essential governmental function for which public moneys may be spent, and other aid given; that it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such a project; and that these projects are necessary in the public interest; and

WHEREAS, for the purpose of aiding and cooperating in the planning, undertaking, construction or operation of housing projects under Chapter 35.83 RCW (and specifically RCW 35.83.030) and located within the area in which it is authorized to act, any state public body may upon such terms, with or without consideration, as it may determine dedicate, sell, grant, convey, or lease any of its interest in any property, or grant easements, licenses or any other rights or privileges therein to a housing authority; and

WHEREAS, the City of Kennewick entered into an interlocal agreement with the Kennewick Housing Authority with the intent to develop this property with affordable housing to serve the needs of the citizens of Kennewick ; and

WHEREAS, the property is not and will not be of any use to the City of Kennewick; and

WHEREAS, City staff is authorized to enter into private negotiations upon such terms and conditions as may be mutually agreed upon; NOW, THEREFORE

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON THAT the property legally described as:

Binding Site Plan 6058, Lot 2, Recorded in Volume 1 of Surveys, page 6058, records of Benton County, Washington (3.64 acres)

is found surplus to the present and reasonably anticipated future needs of the City of Kennewick; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign a Statutory Warranty Deed, conveying said property upon reaching a mutual agreement with a buyer.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 2024.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL TOWNSEND,
City Clerk

RESOLUTION NO. 24-_____ filed
and recorded in the office of the City
Clerk of the City of Kennewick
Washington, this 2nd day of October, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

Council Agenda Coversheet	Item Number: 6.a.1. Date: 10/1/2024 Item Type: Contract/Agreement/Lease Subject: Sale of Real Property: 10th & Gum Department: Community Planning Ord/Reso # Contract # Project # Permit #	Category: Public Mtg / Hrg
		
<u>Recommendation</u> It is recommended that the City Council authorize the Mayor to sign the purchase and sale agreement for the sale of surplus property. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the purchase and sale agreement for surplus property located at 563 E. 13th Ave. <u>Summary</u> On September 20, 2022, City Council entered into an interlocal agreement (ILA) with the Kennewick Housing Authority (KHA) in which the City would subdivide the City Shops parcel located at 414 E. 10th Ave. and surplus and sell a portion to the Kennewick Housing Authority for the construction of affordable housing. The attached purchase and sale agreement with the Kennewick Housing Authority is for the sale of 3.64 acres located at 563 E. 13th Ave. This lot was created through the subdivision of the City Shops parcel per the ILA. The site was previously used as a laydown yard, vehicle storage area and contained a washdown facility. The site has been vacated of all city property and the washdown facility was relocated to a site near the wastewater treatment plant. The City has spent approximately \$160,000 on relocating the washdown facility. In an effort to assist in the creation of affordable housing, the recommended sale price of the lot has been derived using the assessed value of the land. The current assessed value of the pre-subdivided land is \$460,560. The total acreage of the pre-subdivided parcel is 8.83 acres which equates to \$52,158.55 per acre (\$460,560/8.83 acres). The recommended sale price for the 3.64 acre parcel is \$189,858 (3.64 acres x \$52,158.55 rounded to the next dollar) which allows the City to recoup costs associated with relocating the washdown facility to prepare the site for the sale. <u>Alternatives</u> None recommended, however Council may sell the parcel for a different price if they choose. <u>Fiscal Impact</u> Net proceeds from the sale of surplus property.		
<u>Attachments:</u> 1. Purchase and Sale Agreement		

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “Agreement”) is entered into on this ____ day of _____, 2024, between the CITY OF KENNEWICK, a municipal corporation (hereinafter “Seller” or “City”) and the HOUSING AUTHORITY CITY OF KENNEWICK (hereinafter “Purchaser”) for establishing the terms and conditions for the sale of certain real property in Kennewick, Washington.

RECITALS

WHEREAS, Seller is the owner of real property located in Benton County, Washington, which real property is described more particularly below (the “Property”); and

WHEREAS, Seller wishes to sell the Property and Purchaser wishes to purchase the Property under certain terms and conditions as set forth below; NOW, THEREFORE,

The parties covenant and agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Purchaser agrees to purchase:

- (a) That certain parcel of real property commonly known as the 13th and Gum Street property, Kennewick, Washington, which is legally described as follows:

Binding Site Plan 6058, Lot 2, Recorded in Volume 1 of Surveys, page 6058, records of Benton County, Washington

Containing: 3.64 acres (158,558 square feet), more or less.

[Seller is not conveying any personal property to Purchaser.]

2. Purchase Price/Financing. The purchase price for the Property is \$ 189,858 (the “Purchase Price”). The Seller represents that the Property totals approximately ± 158,558 square feet. The Purchase Price is payable in cash to the Seller on the date of Closing.
3. Method of Payment. Within ten (10) business days following the last party’s execution of this Agreement and delivery of a fully executed original thereof to the other party, Purchaser will deposit with Chicago Title Insurance Company (the “Title Company”) Five Thousand and 00/100ths Dollars (\$5,000.00), which shall constitute an earnest money deposit and be held in an interest bearing trust account. This deposit (“Deposit”) shall be applied to the Purchase Price.
 - (a) Purchaser agrees that the Deposit shall be paid to Seller if the sale does not close after Purchaser has removed all contingencies in writing.

On the date closing on the sale of the Property ("Closing"), Purchaser shall deliver to the Escrow Agent (as defined below) cash in the amount of the balance of the Purchase Price.

4. Escrow and Escrow Agent. Seller and Purchaser hereby agree that the Title Company will act as the Escrow Agent (in such capacity, the "Escrow Agent"):

Chicago Title Insurance Company
8102 W. Grandridge Blvd., Suite B
Kennewick, WA 99336
(509) 735-1575

5. Inspection Period:

- (a) Between the effective date of this Agreement and closing, or the earlier termination of this Agreement, Purchaser and its authorized agents, contractors, and consultants, shall have the right to go upon the Property at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Purchaser's sole cost and expense, to prepare such reports, tests, and studies as Purchaser deems appropriate, including, but not limited to, surveys, soil tests, engineering studies and environmental tests. Before conducting any invasive or intrusive testing such as borings or test holes, Purchaser shall give Seller at least forty-eight (48) hours prior written notice, and shall coordinate the date and time of such testing to enable Seller's representatives and/or consultants to be present to take duplicate samples and record the methods used by the Purchaser's consultants. The Purchaser's inspection period shall not exceed 180 (one hundred eighty) days from the effective date of the Agreement unless the Inspection Period is extended pursuant to this Agreement or otherwise agreed to by both parties in writing.
- (b) Purchaser agrees to repair any damage to the Property resulting from any activities of Purchaser or its agents or consultants on the Property before Closing. Purchaser agrees to defend, indemnify and hold the Seller harmless from any and all damages, expenses, claims, or liabilities (including, but not limited to, reasonable attorney's fees and costs) arising out of any activities of Purchaser or its agents or consultants on or about the Property before Closing, except to the extent that the same results from the Seller's negligence or intentional misconduct. Notwithstanding the foregoing, Purchaser shall not be liable for any inspection claim resulting from Purchaser's discovery of any pre-existing condition (including, but not limited to, the existence of any hazardous materials) in, on, under or about the Property or any exacerbation of a pre-existing condition in, on, under or about the Property, except to the extent that the exacerbation results from the negligent act or omission of Purchaser or its agents or consultants.

6. Title. Title shall be acceptable to Purchaser following a review of the Title Commitment as contemplated at paragraph 7 below. All title insurance charges for the policy referenced in paragraph 7 below in the amount of the Purchase Price shall be paid by

Seller, except for the cost of any special endorsements requested by Purchaser and cancellation fees shall be paid by Purchaser.

7. Preliminary Commitment. Within twenty (20) days from the last party's execution of this Agreement, Seller shall furnish Purchaser with a preliminary report/commitment from the Title Company for an ALTA owner's extended coverage policy of title insurance with respect to the Property, together with a copy of each document forming the basis for each exception referenced therein (the "Title Commitment"). Purchaser shall advise Seller of any title objections (the "Title Objection Notice") after its receipt of the report/commitment or its receipt of any supplemental thereto, including, but not limited to, any supplemental reflecting the Escrow Agent's receipt and review of the survey necessary to remove all survey exceptions or conditions in the title commitment. If within fifteen (15) days after delivery of the Title Objection Notice to Seller, Purchaser has not received evidence satisfactory to it that such unsatisfactory items can and will be removed at or prior to closing at Seller's sole cost and expense, then Purchaser may elect to (a) terminate this Agreement and receive a full refund of the Deposit, (b) waive such unsatisfactory items, in which case such matters shall be deemed Permitted Exceptions, or (c) continue this Agreement in effect pending their removal, which removal shall occur on or before the Closing (the "Election"). Removal of unsatisfactory items or their waiver shall be a condition of Closing. The term "Permitted Exceptions" means those specific exceptions in the Title Commitment other than those Seller is required to or has agreed to remove. If Purchaser does not make the Election within sixty (60) days of delivery of its Title Objection Notice to Seller, Purchaser shall be deemed to have waived the defects. Purchaser's right to terminate this Agreement because of title objections is exercisable in Purchaser's sole discretion. Notwithstanding anything herein to the contrary, the Property shall be conveyed free and clear of monetary liens, security interests, and claims of liens or security interests (other than the lien for non-delinquent taxes), and Seller shall remove at Closing (i) all such liens and security interests and (ii) any exceptions to title that arise after the effective date of the initial Title Commitment delivered to Purchaser.
8. Due Diligence; Inspection Period.
 - (a) Within twenty (20) days following the last party's execution of this Agreement, Seller shall provide Purchaser with the title commitment described in paragraph 7 above, together with all relevant documents relating to the Property, including, but not limited to, copies of all easement, parking, service, maintenance or management agreements with respect to all or portions of the Property; and all existing surveys, soil studies, engineering studies, environmental studies and other reports and studies relating to the Property or its use or development in the possession of Seller.
 - (b) Purchaser shall have 180 days from the date the last party executes this Agreement (the "Inspection Period") within which to conduct an examination of the Property, including examinations of title, lease reviews, engineering tests, soils tests, water percolation tests, ground water tests, environmental examinations, market studies, appraisals, and any other tests or inspections which Purchaser shall have deemed necessary or desirable for the purpose of

determining whether the Property is suitable for the Purchaser's intended purpose. Purchaser's decision regarding suitability may be made in Purchaser's sole discretion. On or before the expiration of the Inspection Period, the Purchaser shall notify Seller in writing, with a copy to Escrow Agent, whether Purchaser intends to purchase the Property or terminate this Agreement (the "Contingency Notice"). If Purchaser elects to purchase the Property, then the Inspection Period shall terminate and Purchaser's obligation to purchase and Seller's obligation to sell the Property shall remain, subject to the other terms and conditions of this Agreement. If Purchaser elects not to purchase the Property, then this Agreement shall be void and of no further force and effect, and the Deposit shall be returned to Purchaser. In the event Purchaser fails to notify Seller in writing of its election to purchase the Property or terminate this Agreement prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have elected to terminate this Agreement.

9. Pro-rations. Real Property taxes and any applicable assessments for the month of closing shall be prorated as of Closing. All expenses, fees and sums owing or incurred for the Property for periods prior to Closing shall be paid by Seller, when and as due.
10. Possession. Purchaser shall be entitled to sole possession of the Property at closing.
11. Closing. Subject to Purchaser's removal of contingencies, the sale shall be closed in escrow with the Escrow Agent within thirty (30) days following the date upon which both (i) the Purchaser has delivered the Contingency Notice to Seller indicating its intent to purchase the Property and (ii) the Conditions to Closing as set forth in paragraph 12 below have been met, or such other date as is mutually agreeable to Seller and Purchaser.
 - (a) At Closing, Seller will deposit in escrow a duly executed statutory warranty deed covering the Property; a FIRPTA affidavit in the form provided by the Title Company; such agreements, if any, as may be necessary to resolve problems related to any contingencies; and all other documents and monies required of it to close this transaction in accordance with the terms hereof, including, but not limited to, a counterpart of a real estate excise tax affidavit in the form required by the Washington Department of Revenue. All such documents shall be in form satisfactory to Purchaser's counsel.
 - (b) At Closing, Purchaser will deposit in escrow the monies required of it to close the transaction in accordance with the terms hereof.
12. Conditions to Closing.
 - (a) Purchaser's Conditions to Closing. Notwithstanding anything herein to the contrary, Purchaser's obligation to complete Closing is conditioned upon the satisfaction (or Purchaser's written waiver) on or prior to the Closing Date of all of the following conditions (collectively, "Purchaser's Conditions"):

- (i) Seller's Representations and Warranties. The representations and warranties of Seller herein contained, with such updates and changes as are herein expressly required, shall be true and correct in all material respects.
 - (ii) Seller's Performance. Seller shall have performed in all material respects all of Seller's covenants, agreements and obligations required by this Agreement to be performed at or prior to Closing.
 - (iii) Condition of Title. At Closing, the Property shall not be subject to any title exceptions or encumbrances other than the Permitted Exceptions.
- (b) Seller's Conditions to Closing. Notwithstanding anything herein to the contrary, Seller's obligation to complete Closing is conditioned upon the satisfaction (or Seller's written waiver) on or prior to the Closing Date of all of the following conditions (collectively, "Seller's Conditions"):
 - (i) Purchaser's Representations and Warranties. The representations and warranties of Purchaser herein contained, with such updates and changes as are herein expressly required, shall be true and correct in all material respects.
 - (ii) Purchaser's Performance. Purchaser shall have performed in all material respects all of Purchaser's covenants, agreements and obligations required by this Agreement to be performed at or prior to Closing.
- 13. Closing Costs. The sale of the Property to Purchaser shall be a "no cost transfer" in accordance with RCW 39.033.015. Accordingly, Purchaser will pay the excise, transfer, sales and other taxes incurred in connection with the sale, the title insurance premium for the owner's extended coverage title policy, the escrow fees, the inspection fee, if any, recording fees on the deed, and any other closing costs in connection with the transfer of the Property. Purchaser will pay the fees of experts retained by it. Each party shall bear its own attorneys' fees, except as otherwise expressly provided herein.
- 14. Counterparts. This Agreement may be signed in counterparts which, taken together, shall constitute the complete Agreement.
- 15. Actions During Term. During the term hereof, Seller shall not enter into any new lease or other agreement affecting the Property or its operation, or modify, extend or otherwise change the terms of any lease or other agreement affecting the Property or its operation or otherwise permit any change in the status of title to the Property without Purchaser's prior written consent.
- 16. Seller's Warranties; Indemnity. Seller makes the following representations and warranties, which shall be deemed remade as of the closing date:

- (a) The Property is not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, private restriction, zoning or environmental restriction.
- (b) There are no obligations in connection with the Property, which will be binding upon Purchaser after closing other than liability for the payment of real estate taxes and utility charges.
- (c) There are no claims, actions, suits or governmental investigations or proceedings existing or, to the best of Seller's knowledge, threatened against or involving Seller or the Property (including, without limitation, any condemnation or eminent domain proceeding or matter related to the formation of or assessment by a local improvement district) and Seller has received no written notice thereof.
- (d) At Closing, the Property shall not be subject to any title exceptions or encumbrances other than the Permitted Exceptions.
- (e) This Agreement has been, and all documents executed by Seller which are to be delivered to Purchaser at Closing will be, duly authorized, executed and delivered by Seller, and this Agreement does not and such other documents will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.
- (f) There are no leases, subleases, occupancies or tenancies or parties in possession of any part of the Property. Seller has not granted to any party any option, rights of first refusal, license or other similar agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein except as provided in this Agreement.
- (g) To the best of Seller's knowledge and except as may otherwise be disclosed in the environmental reports provided by Seller to Purchaser: (i) the Property is free from Hazardous Substances (as defined below); (ii) Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances (A) in excess of levels permitted by or (B) in violation of applicable Environmental Laws (as defined below), nor has the Property been used for or in connection with the disposal of any Hazardous Materials; and (iii) the Property is now and at all times has been in compliance with all Environmental Laws.
- (h) All such representations and warranties shall be reaffirmed by Seller as true and correct as of the Closing Date.

If, prior to Closing, Seller becomes aware of any fact or circumstance which would change a representation or warranty, then Seller will immediately give notice of such changed fact or circumstance to Purchaser, but such notice shall not relieve the Seller of its obligations hereunder.

17. Environmental Indemnification.

- (a) Seller will defend, indemnify, and hold Purchaser and its partners, agents and employees and assignee (collectively, the “Indemnified Parties”) harmless from and against any and all claims, obligations, damages, causes of action, costs and expenses, losses, fines, penalties, and liabilities, including, without limitation, attorneys’ fees and costs, imposed upon or incurred by or asserted against an Indemnified Party arising out of or in connection with the occurrence of any of the following: (i) prior to closing: (A) any Environmental Matter affecting or relating to the Property arising out of Seller’s use and ownership of the Property; or (B) any violation of any Environmental Law by Seller with respect to the Property; and (ii) subsequent to closing: (A) the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Substance in, on or under the Property by Seller; or (B) any violation of any Environmental Law by Seller with respect to the Property. Seller shall also be responsible for all costs, expenses, fines, and penalties arising out of or in connection with the investigation, removal, remediation, clean-up, and restoration work resulting from the matters described in the preceding sentence. Seller’s obligations under this Section 16 shall survive closing.
- (b) “Environmental Laws” shall mean any federal, state or local laws, ordinance, permits or regulations, or any common law, regarding health, safety, radioactive materials or the environment, including but not limited to, the following federal statutes: Clean Air Act (42 U.S. C. §§ 7401 et seq.) (“CAA”), Clean Water Act (33 U.S.C. §§ 1251 et seq.) (“CWA”), Resource Conservation and Recovery Act (42 U.S.C. §§ 6091 et seq.) (“RCRA”), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), Emergency Planning and Community Right-To-Know Act (41 U.S.C. §§ 11001 et seq.) (“EPCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) (“SDWA”), Hazardous Material Transportation Act of 1975 (49 U.S.C. §§ 1801 et seq.) (“HMTA”), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.) (“TSCA”), Endangered Species Act of 1973 (16 U.S.C. §§ 1531 et seq.) (“ESA”), Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.) (“FIFRA”), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.) (“OSHA”), the Washington Model Toxics Control Act (RCW Chapter 70.150D) (“MTCA”), or the Hazardous Waste Management Act (RCW Chapter 70.105) (“HWMA”), each as amended, and any regulations promulgated thereunder, guidance and directives issued with respect thereto, or policies adopted by the applicable authorities thereunder.
- (c) “Hazardous Substances” shall mean: (i) any radioactive materials; (ii) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any Environmental Law; or (iii) any substance or material for which standards of conduct are imposed under any Environmental Law. Without limiting the generality of the foregoing, “Hazardous Substances” shall include: asbestos and asbestos-containing materials (whether or

not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; radon; and any substances defined as “hazardous waste,” “hazardous substances,” “pollutants or contaminants,” “toxic substances,” “hazardous chemicals,” “hazardous pollutants,” or “toxic chemicals” under the CAA, CWA, RCRA, CERCLA, EPCRA, SDWA, HMTA, TSCA, OSHA, MTCA or HWMA.

- (d) “Environmental Matter” shall mean any of the following: (i) the release of any Hazardous Substance on or at the Property or any other property; (ii) the migration of any Hazardous Substance onto or from the Property; (iii) the environmental, health or safety aspects of transportation, storage, treatment, handling, use or release, whether any of the foregoing occurs on or off the Property, of Hazardous Substances in connection with the operations or past operations of the Property; (iv) the violation, or alleged violation with respect to the Property, of any Environmental Law, order, permit or license of or from any governmental authority, agency or court relating to environmental, health or safety matters; (v) the presence of any underground storage tanks within the confines of the Property; (vi) the presence of wetlands within the confines of the Property; (vii) the presence of any endangered species on, in or around the Property; or (viii) soil, groundwater and surface conditions on, in or around the Property which may have an adverse affect upon the use or value of the Property.

18. Costs and Expenses. Except as otherwise expressly provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.
19. Notices. All notices provided for herein may be delivered in person, sent by commercial overnight courier, telecopied, emailed or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time-to-time direct:

Seller: City of Kennewick
P.O. Box 6108
Kennewick, WA 99336
Attn: Erin Erdman, City Manager
Erin.Erdman@ci.kennewick.wa.us

Purchaser: Housing Authority City of Kennewick
1915 W 4th Place
Kennewick, WA 99336
Attn: Matt Truman, Executive Director
mtruman@kennewickha.org

20. Miscellaneous.

- (a) Further Documentation. Each of the parties agree to execute, acknowledge, and deliver upon request by the other party any document which the requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party than is otherwise imposed hereunder.
- (b) Headings. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- (c) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Pacific Time.
- (d) Time of Essence. Time is of the essence of this Agreement.
- (e) Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- (f) Exhibits. The Exhibits referred to herein and attached to this Agreement are incorporated herein as if set forth in full.
- (g) Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- (h) Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

21. Attorneys' Fees. If any lawsuit or arbitration arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to receive from the losing party, the substantially prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.

22. Waiver. A party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in

writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

23. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
24. Facsimile Signatures. Each party: (a) has agreed to permit the use, from time-to-time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (b) intends to be bound by its respective telecopied signature, (c) is aware that the other will rely on the telecopied signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy.
25. REMEDIES. IF PURCHASER FAILS, AFTER THE REMOVAL OF ITS CONTINGENCIES, AND WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES AND THE SOLE AND EXCLUSIVE REMEDY TO SELLER FOR SUCH FAILURE. IN THE EVENT OF SELLER'S DEFAULT, PURCHASER MAY PURSUE ANY REMEDY AVAILABLE AT LAW OR IN EQUITY, INCLUDING SPECIFIC PERFORMANCE.

Seller's Initials _____

Purchaser's Initials _____

26. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

PURCHASER

HOUSING AUTHORITY CITY OF KENNEWICK

Date: _____, 2024

By: _____
MATT TRUMAN, Executive Director

SELLER

CITY OF KENNEWICK

Date: _____, 2024

By: _____
GRETLE CRAWFORD, Mayor

Attest:

KRYSTAL TOWNSEND, City Clerk

Approved as to form:

LISA BEATON, City Attorney

Council Agenda Coversheet 	Item Number: 6.b. Date: 10/1/2024 Item Type: Public Hearing Subject: Ordinance: Annexation - AZAZ-2022-0001 - Harmony Development Department: Community Planning Ordinance # 24-XXXX Permit # AZAZ-2022-0001	Category: Public Mtg / Hrg Ordinance/Reso
<u>Recommendation</u> Staff recommends City Council annex one parcel generally located at 8045 W 10th Avenue by adopting the ordinances as presented. <u>Motion for Consideration</u> Motion to adopt the annexation ordinance as presented. <u>Summary</u> On 15 November 2022, City Council conducted a public meeting and accepted a Notice of Intent to Petition for Annexation that was initiated through a 10% Petition by Knutzen Engineering, on behalf of the property owner, Harmony Development LLC. The applicant submitted the 60% petition to staff on 3 July 2024. The proposed annexation area consists of one, 9.42 acre parcel generally located at 8045 W 10th Avenue. The property has an assessed valuation of \$214,540. A Determination of Sufficiency was issued by the Benton County Assessor on 19 July 2024, and accounts for 100% of the assessed valuation. The site has a Pre-Zone Designation of Residential, Low Density (RL) established via Ordinance 5385 (2011). If the proposed annexation ordinance is approved by Council, a garbage franchise is required. The franchise ordinance is listed as Item 6.b.1 for Council consideration and will be reviewed independently. In the event the annexation is not approved, the garbage franchise becomes moot and will not be considered. Adoption of the ordinance will approve the annexation, require assumption of existing city indebtedness, and establish the site's zoning classification as RL. <u>Alternatives</u> No alternatives are recommended. However, Council may take no action, which would result in the proposed annexation to fail. <u>Fiscal Impact</u> None identified.		
<u>Attachments:</u> 1. Ordinance 2. Staff Report 3. Zoning Map 4. Annexation Petition 5. Determination of Sufficiency 6. Legal Description 7. Map 8. Presentation		

CITY OF KENNEWICK
ORDINANCE NO. 24- _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN
TERRITORY LOCATED AT 8045 W. 10th AVENUE AND PROVIDING FOR
ZONING CLASSIFICATION THEREOF OF RESIDENTIAL, LOW DENSITY
(RL) (AZAZ 2022-0001, Knutzen Engineering)

WHEREAS, the hereinafter described tract of land located at 8045 W. 10th Avenue 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 non-incorporated 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 1-0789-100-0016-000:

LOT 2

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF
SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35' EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9°08'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; AND TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE SOUTH 9°08'30" WEST 806.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET; THENCE NORTH 9°08'30" EAST 771.8 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 395 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 07°25' WEST 168.24 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 07°25' EAST 168.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE

NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE NORTH 9°08'30" EAST 50.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTH 50°53' WEST ALONG SAID LATERAL RIGHT-OF-WAY, 11.24 FEET TO THE POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'30" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 7°25' EAST 67.26 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

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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, Low Density (RL).

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 1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:



Exhibit 1 Community Planning Department

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

ANNEXATION, AZAZ-2022-0001 STAFF REPORT

Report Date: 12 September 2024

Hearing Date & Location: 1 October 2024, Council Chambers and Virtually Online

Report Prepared By: Matt Halitsky, AICP
Senior Planner

Report Reviewed By: Anthony Muai, AICP
Planning Director

Summary Recommendation: Planning Staff Recommends AZ-2022-0001 be **APPROVED**

Summary of Proposal: Annex approximately 9.42 acres

Proposal Location: Located generally at 8045 W 10th Avenue

Legal Description(s): Parcel 1-0789-100-0004-001
LOT 2 THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

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Property Owner(s): Harmony Development LLC

Exhibits

Exhibit 1 – Staff Report

Exhibit 2 – Petition for Annexation

Exhibit 3 – Determination of Sufficiency

Exhibit 4 – Zoning Map

Background and Overview

This property has been in the City of Kennewick's Urban Growth Area since 1996. The annexation area is generally located at 8045 W 10th Avenue. A single-family dwelling is located at the northwest corner of the property. It is the applicant's intent to develop the property into low-density, single-family housing. Access to the new subdivision will be from both W 10th Avenue to the north and W 12th Avenue to the east.

On 15 November 2022, City Council conducted a public meeting and accepted a Notice of Intent to Petition for Annexation that was initiated through a 10% Petition by Knutzen Engineering, on behalf of the property owner, Harmony Development LLC. The applicant submitted the 60% petition to staff on 3 July 2024. A Determination of Sufficiency was issued by the Benton County Assessor on 19 July 2024. The assessed valuation of \$214,540 accounts for 100% of the assessed valuation.

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 area was given a Comprehensive Plan land use designation of Low Density Residential and pre-zoned Residential, Low Density (RL) as part of the 2011 Southridge Subarea Plan amendment via Ordinance 5385.

Zoning

The proposed zoning for this area is Residential, Low Density (RL), consistent with the established land use designation and pre-zone. The RL Zone is a single-family residential zone, with a minimum lot size of 7,500 square feet, and currently allowing one primary dwelling unit and up to two accessory dwelling units per lot.

Infrastructure

Municipal water and sewer is currently available in W 10th Avenue. In addition, municipal water is also available in W 12th Avenue to the east. It is anticipated that Georgia Street will be extended south of 10th Avenue to connect with W 12th Avenue. Water and sewer will also be extended at that time servicing the new development.

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, Low Density (RL).

Exhibit 1

4. Municipal water and sewer is available in W 10th Avenue. Municipal water is also available in W 12th Avenue. The property is not currently connected to city services.
5. Access to the site is via W 10th Avenue to the north and W 12th Avenue to the east.
6. The entire annexation area is 9.42 acres.
7. Benton County #1 is currently the first responder to this area for fire and emergency medical services, while the Kennewick Fire Department provides backup. Should the area be annexed, Kennewick Fire Department will be the first responder and Benton County #1 will provide backup.
8. The Benton County Sheriff Department is currently the first responder to this area and the Kennewick Police Department currently provides backup. Should the area be annexed, the Kennewick Police Department will be the first responder with the Benton County Sheriff providing backup.
9. City Council accepted the Notice of Intent to Petition for Annexation on 15 November 2022.
10. The 60% petition was received on 3 July 2024 from Knutzen Engineering.
11. A request for a Determination of Sufficiency was emailed to the Benton County Assessor on 3 July 2024. The Determination of Sufficiency was issued 19 July 2024
12. Notice of the public hearing for this annexation was posted on 12 September 2024 in two locations on-site as required by RCW 35A.14.130. A third location accessible to the public was not available.
13. Notice of the public hearing for this annexation was published in the Tri-City Herald on 20 September 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 25 July 2024 as required by RCW 35A.14.801.

Recommendation

Staff recommends City Council approve the proposed annexation by adopting both the annexation and Basin Disposal franchise ordinances.



Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

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. Torelli moved, seconded by Mr. Millbauer to accept the Intent to Petition for Annexation request accepting the proposed boundary and require the assumption of existing city indebtedness. The motion passed unanimously.

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			
	<u>Hasmi Wilkison</u> for Harmony Development, LLC	8045 W 10 th Avenue	107891000004001	\$302,670	07/02/24
	<u>Jason Wilkison</u> for Harmony Development, LLC	8045 W 10 th Avenue	107891000004001	\$302,670	7/2/24
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue	107891000004001	\$302,670	
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue	107891000004001	\$302,670	
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PROPERTY OWNED BY HARMONY DEVELOPMENT, LLC

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.

LOT 2

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35' EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9°08'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; AND TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE SOUTH 9°08'30" WEST 806.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET; THENCE NORTH 9°08'30" EAST 771.8 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 395 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 07°25' WEST 168.24 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 07°25' EAST 168.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE NORTH 9°08'30" EAST 50.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTH 50°53' WEST ALONG SAID LATERAL RIGHT-OF-WAY, 11.24 FEET TO THE POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'30" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 7°25' EAST 67.26 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

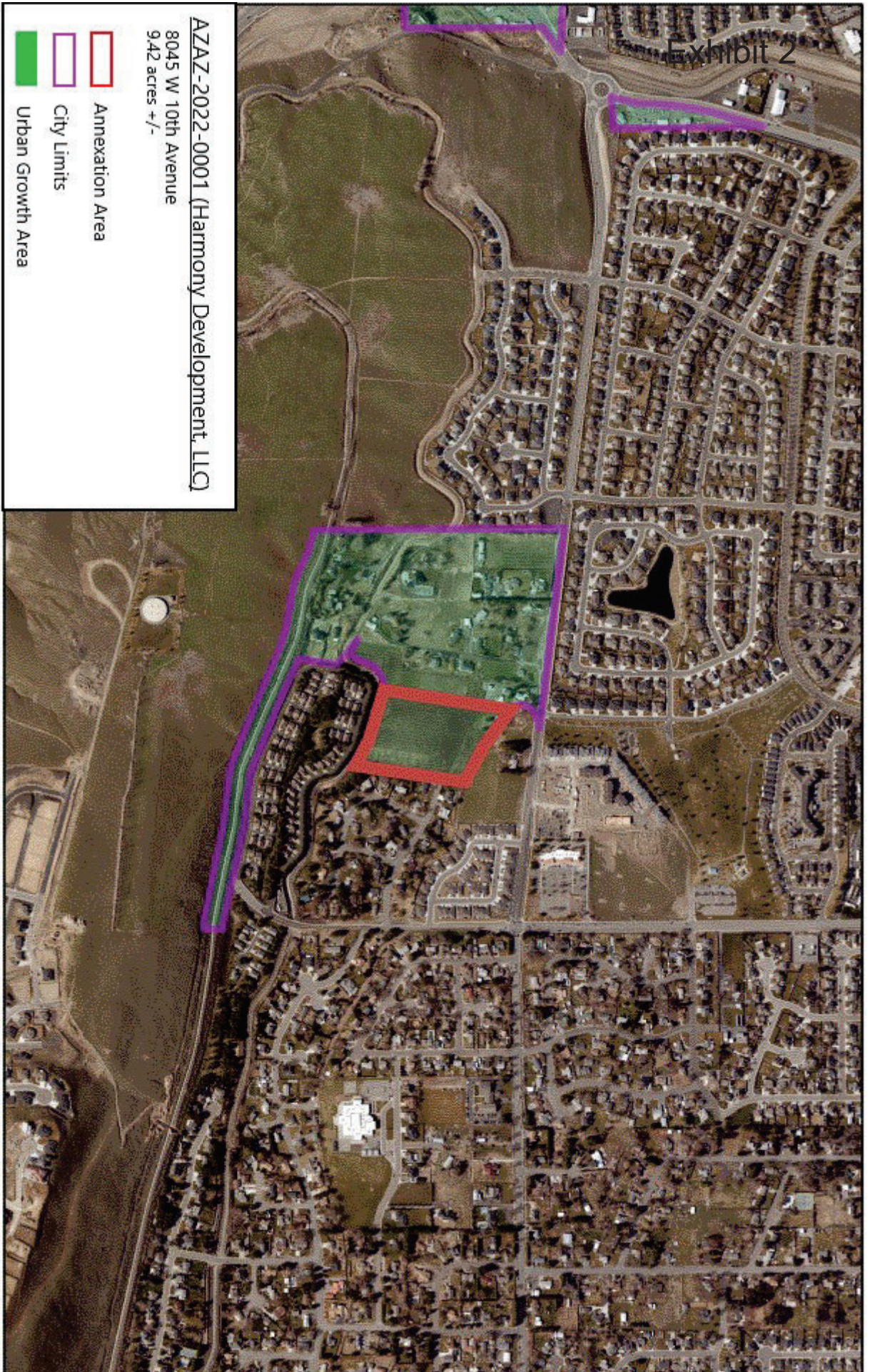
TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°00'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2000-021963, RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE 120.98 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.36 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8 CANAL, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.15 FEET; THENCE CHORD OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 11°51'09" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 60.15 FOOT RADIUS CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 46°49'25", A DISTANCE OF 49.16 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 51°40'36" EAST A DISTANCE OF 8.77 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID TRACT AND CANAL CENTERLINE, SOUTH 38°19'24" WEST A DISTANCE OF 20.00 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED CANAL RIGHT OF WAY; THENCE SOUTH 08°44'04" WEST A DISTANCE OF 88.33 FEET TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 08°35'16" WEST A DISTANCE OF 58.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

EXCEPTING THEREFROM THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 08°44'04" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 08°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 549.56 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF WHICH BEARS NORTH 85°29'46" WEST A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.

Exhibit 2



RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT Survey #
A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

LOT 2 (APN 107-0000014000) OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH,
RANGE 10 NORTH, COUNTY OF KANE, ARIZONA, BEGINNING AT THE NORTHEAST CORNER
OF SAID SECTION; THENCE NORTH 82° 35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE
SOUTH 09° 08' 30" WEST 245 FEET; THENCE SOUTH 82° 35' EAST 185 FEET; THENCE SOUTH 09° 08'
30" WEST 860 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNECK RIVER NORTH OF
AND UPSTREAM FROM THE CONFLUENCE OF SAID RIVER INTO THE TRULY RIVER; THENCE NORTH
WESTLY 338.72 FEET TO THE TRUE POINT OF BEGINNING.

THE SOUTHWEST CORNER OF SAID LOT 2 BEARS AN UNCORRECTED BEARING OF S 88° 00' E AND
A DISTANCE OF 194.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE
KENNECK RIVER DISTRICT LATERAL, I.R. 184 CANAL, DRAINING NORTHEASTERLY, ALONG SAID
RIGHT OF WAY LINE 98.05 FEET TO A POINT THAT BEARS AN UNCORRECTED BEARING OF S 88° 00' E
AND A DISTANCE OF 194.00 FEET TO THE TRUE POINT OF BEGINNING.

THE SOUTHWEST CORNER OF SAID LOT 2 BEARS AN UNCORRECTED BEARING OF S 88° 00' E AND
A DISTANCE OF 194.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE
KENNECK RIVER DISTRICT LATERAL, I.R. 184 CANAL, DRAINING NORTHEASTERLY, ALONG SAID
RIGHT OF WAY LINE 98.05 FEET TO A POINT THAT BEARS AN UNCORRECTED BEARING OF S 88° 00' E
AND A DISTANCE OF 194.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL, I.R. 1-A CANAL,
RIGHT OF WAY WERE CONVEYED BY INSTRUMENT RECORDED ON JANUARY 8, 2000 UNDER AUDITOR'S FILE
NO. 2000--286.

[illegible]

FILED FOR RECORD THIS 16th DAY OF April,
2024 AT 45 MINUTES PAST 1 P.M. RECORDS OF
THE Bethon COUNTY AUDITOR, Kennemick WASHINGTON.

Brenda Carlton
COUNTY AUDITOR
Vol 04 Pg 5987
FEE
Shannon Depew
BY

HARMONY DEVELOPMENT LLC
2323 EAGLE RIDGE COURT
RICHLAND, WA 99354

RICHLAND, WA 99354

3rd TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING

ORIGINAL LOT 2 OF ORIGINAL LOT 2 OF THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 26 EAST, WM., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE OF SAID SECTION 7; THENCE SOUTH 07°00'00" WEST ALONG THE WEST LINE OF SAID SECTION 7 TO A CERTAIN POINT IN SAID SECTION 7; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 120.68 FEET TO AN ANGULAR POINT IN SAID WEST LINE; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 120.68 FEET TO INTERSECT THE CONTINUING LONG SAUD WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.38 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEBECK RIVER TRACT LATERAL 1-F; 1.38 FEET AND THE BEGINNING OF THE CORNER OF WHICH BEARS SOUTH 104°27' WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 115°10'08" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING LONG SAUD 60.15 FOOT RADIIUS CURVE AND SAUD WESTERN LINE, THROUGH A CENTRAL ANGLE OF 104°57'25" A DISTANCE OF 12.44 FEET TO THE WESTERN LINE OF SAID TRACT; THENCE SOUTHWESTERLY ALONG THE WESTERN LINE OF SAID TRACT AND AN ADJACENT DISTANCE OF 10.75 FEET; THENCE LEAVING THE WESTERN LINE OF SAID TRACT AND AN ADJACENT DISTANCE SOUTH 38°19'24" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; OR
RECORD OF ERIKON COUNTY, WASHINGTON, THENCE LEAVING SAUD EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1489, RECORDED IN BOOK 10 OF RECORDS OF ERIKON COUNTY, WASHINGTON, SOUTH 82°59'45" WEST A DISTANCE OF 120.68 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115°53'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

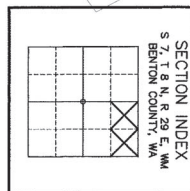
ORIGINAL LOT 2 OF ORIGINAL LOT 4
THAT PORTION OF THE NORTH HALF OF SECTION 7, TOWNSHIP 8 NORTH,
RANGE 29 EAST, N.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-11493, RECORDS OF
BENTON COUNTY, WASHINGTON; THENCE SOUTH 09°44'04" WEST ALONG THE EAST LINE THEREOF A
DISTANCE OF 4.01 FEET MORE OR LESS TO AN IRON PIN; THENCE SOUTHWEST ALONG A CURVE
RIGHT 81°15'56" EAST DISTANCE OF 4.00 FEET; THENCE SOUTH 08°41'04" WEST ALONG A LINE
WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY FROM WHEREAS AT RIGHT ANGLES TO THE EAST
LINE OF SAID LOT 2, A DISTANCE OF 544.65 FEET MORE OR LESS, TO THE NORTH RIGHT OF WAY
LINE OF SAID LOT 2, A DISTANCE OF 174.60 FEET; THENCE SOUTH 08°41'04" WEST ALONG THE
NORTH BOUNDARY CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET; THE CHORD OF
WHICH BEARS NORTH 82°29'48" WEST A DISTANCE OF 4.01 FEET MORE OR LESS, TO THE SOUTHEAST
CORNER OF SAID LOT 2; THENCE NORTH 08°41'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF
636.19 FEET TO THE POINT OF BEGINNING.

ORIGINAL LOT 1:	61,807 SF±
ORIGINAL LOT 2:	274,755 SF±
ORIGINAL LOT 3:	133,565 SF±
ORIGINAL LOT 4:	105,866 SF±
REMOVED LOT 1:	59,605 SF±
REMOVED LOT 2:	408,324 SF±
REMOVED LOT 3:	108,064 SF±

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2022, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 56.09 R.C.W. AND 332-150 W.A.C., AT THE REQUEST OF HARMONY DEVELOPMENT LLC.

JOHN W. BECKER, PLS 38480
DATE 4-15-2024



DWN. BY	DATE
TD	4/8/24
CHKD. BY	JOB NO.
JB	2220658



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509.380.5883 TEL. 253.383.2572 FAX www.aahl.com WEB

REVISED LEGAL DESCRIPTIONS

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT Survey # 59181 SHEET 2 OF 3
A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER

NORTH 40 FEET THEREFOR FOR ROAD PURPOSES.

OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 72° 55' WEST FROM THE POINT OF BEGINNING, THENCE NORTH 72° 55' EAST 67.25 FEET FROM THE POINT OF BEGINNING, EXCEPT THE

TOGETHER WITH THE NORTH 165.19 FEET OF LOT 2 OF SHORT PLAT NO. 1-1499, THEREOF, RECORDED OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SAID KENNEDICK IRRIGATION DISTRICT LATERAL N.T., 1.0 CANAL CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286.

THE POINT OF BEGINNING AND THE END OF THE DESCRIPTION.
OF 153531 A DISTANCE OF 46.28 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING.

SECTION 29, TOWNSHIP 29 NORTH, RANGE 26 EAST, WAS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER,
OF SAID SECTION 7; THENCE NORTH 82°59'28" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°00'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED
IN OULT CASH DEED RECORDED UNDER AUDITOR'S FILE NUMBER 200-021665,
RECORDS OF BENTON COUNTY, MISSOURI, CONTAINING ALONG SAID WEST LINE SOUTH 87°59'42" EAST A DISTANCE OF 1.36 FEET TO INTERSECT
THE CENTERLINE OF VACATED KENNICKER IRREGULAR DISTRICT LATERAL H.L. 18 CASH, AND THE
BEGINNING OF A NON-VACANT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.15
FEET; THENCE CHORD OF WHICH BEARS SOUTH 07°00'23" WEST A DISTANCE OF 12.42 FEET; THENCE
SOUTHERLY ALONG THE ARC OF SAID CURVE 190.47 FEET TO THE POINT OF BEGINNING;
CONTINUING ALONG SAID 60.15 FOOT RADII CURVE AND SAID WESTERN LINE THROUGH A CENTRAL ANGLE
OF 46°49'23"; A DISTANCE OF 49.16 FEET; THENCE CONTINUING ALONG SAID WESTERN LINE OF SAID
TRACT AND CASH CENTRELINE, SOUTH 88°19'24" WEST A DISTANCE OF 20.00 FEET TO THE
BORDERLINE MARK OF SAID VACATED CASH RIGHT OF WAY; THENCE SOUTH 88°19'24" WEST
ALONG SAID BORDERLINE MARK OF SAID VACATED CASH RIGHT OF WAY 2.75 FEET; THENCE SOUTHERLY
OF BENTON COUNTY, MISSOURI, THENCE LEAVING SAID EAST LINE, NORTH 08°25'18" WEST A
DISTANCE OF 58.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS
OF 170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
OF 153531 A DISTANCE OF 46.28 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

RECORDED ON JANUARY 6, 2000 UNDER AUTHOR'S FILE NO. 2000-002026. AND TOGETHER WITH THE OTHER INSTRUMENTS, THE INSTRUMENTS HEREIN BEING PART OF THE SAME TRANSACTION, THE INSTRUMENTS HEREIN BEING AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 308.50' WEST, 126.65' FEET, THENCE SOUTH 82°35' EAST ALONG THE NORTH LINE, THENCE 268 FEET, THENCE SOUTH 90°30' WEST, 346 FEET, THENCE SOUTH 82°35' EAST ALONG THE WEST LINE, THENCE 268 FEET, THENCE SOUTH 90°30' WEST, 346 FEET, THENCE SOUTH 82°35' EAST ALONG THE EAST LINE, THENCE 268 FEET, THENCE SOUTH 90°30' WEST, 346 FEET, THENCE SOUTH 82°35' EAST ALONG THE NORTH LINE OF WAKARUSA DISTRICT HIGHWAY FEDERAL CEMETARY, THENCE SOUTH 73°34°30" EAST ALONG SAID NORTH RIGHT OF WAY LINE, THENCE SOUTH 82°35' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 338.72 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 65°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.65 FEET, THENCE NORTH 9°08'30" EAST, 750 FEET OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEBECK INFORMATION DISTRICT, THENCE SOUTH 82°35' EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 186.65 FEET, THENCE SOUTH 90°30' WEST TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING, THENCE SOUTH 90°30' WEST 171.8 FEET TO THE TRUE POINT OF BEGINNING, TOGETHER WITH AN ABANDONED FENCE OF 100 FEET, BEING 100 FEET LATERAL, 18-1 CANYAL, RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUTHOR'S FILE NO. 2000-002026. AND TOGETHER WITH THE OTHER INSTRUMENTS, THE INSTRUMENTS HEREIN BEING PART OF THE SAME TRANSACTION, THE INSTRUMENTS HEREIN BEING AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE

[illegible]

THE CORNER OF THE NORTHWEST QUARTER OF SECTION TWENTY-THREE, TOWNSHIP NINE NORTH, RANGE TWO EAST, WM., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH-EAST CORNER OF THE NORTHWEST QUARTER OF THE NORTH-EAST QUARTER
OF SAID SECTION 7; THENCE NORTH 82°59'36" WEST ALONG THE NORTH LINE THERE 117.20 FEET;
THENCE SOUTH 07°00'23" EAST ALONG THE WEST LINE THERE 120.98 FEET TO AN EASY DISTANCE OF 1.38 FEET TO INTERSECT
CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.26 FEET TO INTERSECT
BEHINDING A NEW-LANDSCAPED CURVE CONVEX TO THE NORTH-EAST HAVING A RADIUS OF 60.15
FEET; THENCE CURVED OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE
SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGHOUT
CONTINUING ALONG SAID 60.15 FOOT RADIUS CURVE AND SAID WESTERN LINE, THROUGH A CENTRAL
ANGLE OF 46°49'25"; A DISTANCE OF 8.87 FEET; THENCE CONTINUING ALONG SAID WESTERN LINE,
SOUTH 51°40'35" EAST A DISTANCE OF 8.41 FEET; THENCE LEAVING THE WESTERN LINE OF SAID
TRACT AND GOING SOUTHWEST, SOUTH 88°33'55" WEST, THENCE SOUTH 88°33'55" WEST A
DISTANCE OF 88.33 FEET TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1469, RECORD
OF BETTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 06°35'16" WEST A
DISTANCE OF 157.10 FEET; THENCE NORTH-EAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
OF 15°35'31" A DISTANCE OF 46.28 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET
TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

TOWNSHIP NINE NORTH, RANGE TWO EAST, WM., DESCRIBED AS FOLLOWS:

1. TOWNSHIP NINE NORTH, RANGE TWO EAST, WM., DESCRIBED AS FOLLOWS:

EDUCATION AKA THE NORTHEAST CORNER OF LOT 2 OF SHORE PLANNED COMMUNITY, THEREFORE A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID EAST LINE, SOUTHWEST 89°15'00" E, A DISTANCE OF 64.50 FEET, THENCE SOUTH 08°44'00" WEST ALONG A LINE SOUTH 81°57'00" EAST, A DISTANCE OF 54.50 FEET, THENCE SOUTH 08°44'00" WEST ALONG A LINE OF THE KENNEBECK IRREGULAR DISTRICT HIGHLAND FEDER CANAL, BEING THE BEGINNING OF A LINE OF SAID LOT 2, A DISTANCE OF 4.60 FEET, MORE OR LESS, TO THE NORTH RIVER WAY LINE, BEING THE BEGINNING OF A LINE OF SAID LOT 2, A DISTANCE OF 4.60 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2, BEING THE BEGINNING OF A LINE OF SAID LOT 2, THENCE NORTH 08°44'00" EAST ALONG THE EAST LINE, THEREOF, A DISTANCE OF 63.61 FEET TO THE POINT OF BEGINNING.

LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENIGN COUNTY, WASHINGTON, EXCEPT THE NORTH 165.19 FEET THEREOF.

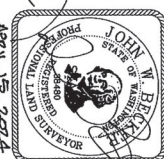
TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

[illegible]

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF April 2024 AT 45 MINUTES PAST 1 P.M. RECORDS ON THE Benton COUNTY AUDITOR, KENNETH WICK WASHINGTON. RECORDING NUMBER 2024-007081

Brenda Carlton
COUNTY AUDITOR
JUL 01 PM 5:47
FEE
BY J. W. W. W. (deputy)



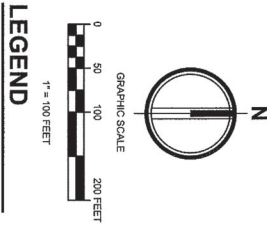
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.aihbl.com WEB

DWN. BY	DATE
TD	4/8/24
CHKD. BY	JOB NO.
JB	2220658

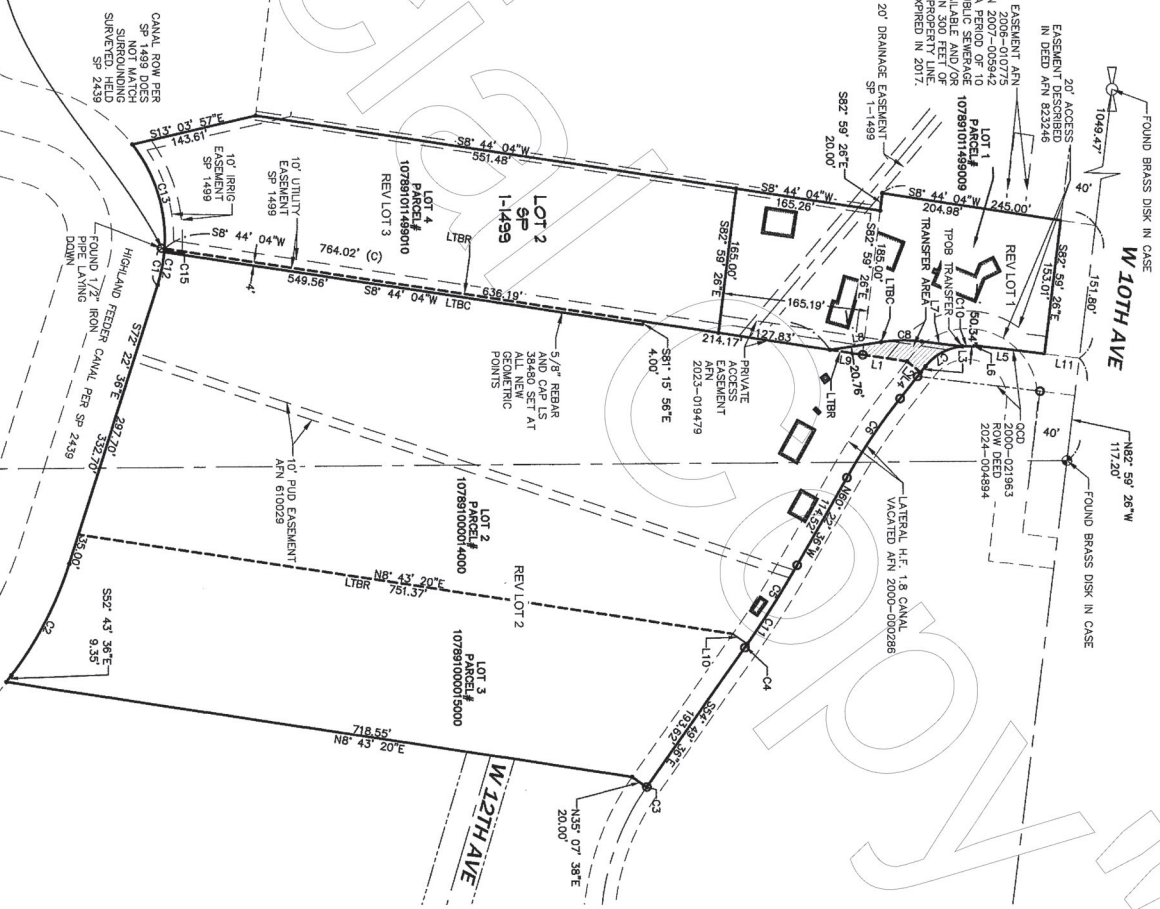
RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT Survey # 5907 SHEET 3 OF 3
A PORTION OF THE NE 1/2 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD DIRECTION
C1	41.39	174.60	S79° 15' 53"E
C2	143.39	418.10	S62° 33' 06"E
C3	0.23	285.79	S64° 51' 00"E
C4	4.95	1143.16	S64° 57' 03"E
C5	105.78	1143.16	S57° 43' 33"W
C6	108.50	714.52	S42° 01' 36"W
C7	49.16	60.15	S28° 15' 54"E
C8	46.26	170.00	S55° 31' 50" 47' 31"E
C10	12.44	60.15	S1° 04' 23"W
C11	110.73	1143.16	S52° 59' 11" 06' 06"W
C12	37.98	174.60	S27° 47' 17" 36' 24"W
C13	126.55	174.60	S41° 40' 17" 04' 55"E
C15	4.01	174.60	S85° 29' 45"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	50.90	S8° 44' 04"W
L2	20.00	S38° 19' 24"W
L3	8.77	S51° 40' 36"E
L4	37.71	N51° 40' 36"W
L5	80.98	S7° 00' 17"W
L6	1.36	S82° 59' 45"E
L7	46.74	N7° 00' 15"E
L8	58.70	N8° 35' 16"W
L9	37.43	S8° 44' 04"W
L10	20.00	N34° 55' 31"E
L11	40.00	S7° 00' 17"W



FOUND MONUMENT AS NOTED
FOUND REBAR AND WOOLEY CAGE UNLESS OTHERWISE NOTED
LINE TO BE REMOVED

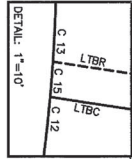


BASIS OF BEARING
MAD 1983/71
WASHINGTON STATE PLANE SOUTH PROJECTION, CITY OF KENNECK
CONTROL POINTS K0915, K0916 AND K0939

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF April
2024 AT 4:55 MINUTES PAST 1 P.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENTWORTH WASHINGTON,
RECORDING NUMBER 2024-007081.

Barbara Chittin
COUNTY AUDITOR
Vol 01 pg 5997
By *Blumen (signature)*



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DWN. BY	DATE
TD	4/8/24
CHKD. BY	JOB NO.
JLB	2220658

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

July 19, 2024

Determination of Sufficiency
 AZAZ-2022-0001

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 July 3rd, 2024, and this determination was commenced on July 19, 2024.

The specific determination is as follows:

Value	Signatures	Percentage
214,540	214,540	100.00%

Attest:

Bill Spencer
 Benton County Assessor

cc: Benton County Commissioners

[illegible]

From: [levy](#)
To: [Matt Halitsky](#)
Cc: [levy](#)
Subject: RE: City of Kennewick AZAZ-2022-0001
Date: Friday, July 19, 2024 12:52:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image003.png](#)
[Determination of Sufficiency Exhibit A.pdf](#)
[Determination of Sufficiency.pdf](#)

Matt-

Please see attached the Determination of Sufficiency for AZAZ-2022-0001. Due to the boundary line adjustment being completed the parcel number on the Determination of Sufficiency letter is different then the one provided on the petition. The value on the determination letter is with the 2024 certified values Please let me know if you have any questions.

Thank you,



Marlena Strieck

Administrative Assistant

Benton County Assessor's Office

Kennewick: (509) 735-2394 (ext. 5573)

Marlena.Strieck@co.benton.wa.us

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From: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>
Sent: Friday, July 19, 2024 12:16 PM
To: levy <levy@co.benton.wa.us>
Subject: [EXTERNAL] RE: City of Kennewick AZAZ-2022-0001

Email is just fine, thanks Marlena.

From: levy <levy@co.benton.wa.us>
Sent: Friday, July 19, 2024 10:33 AM
To: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>
Subject: RE: City of Kennewick AZAZ-2022-0001

Matt-

We have completed the BLA and I will be able to get you the Determination of Sufficiency letter on Monday. Is sending the letter via email ok or do you also need a hard copy mailed?

Thank you,



Marlena Strieck

Administrative Assistant

Benton County Assessor's Office

Kennewick: (509) 735-2394 (ext. 5573)

Marlena.Strieck@co.benton.wa.us

The information contained in this email and any accompanying attachments are intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, any unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you received this communication in error, please immediately notify the sender by return email, and delete the original message and all copies from your system. Thank you for your cooperation

From: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>

Sent: Wednesday, July 3, 2024 3:52 PM

To: levy <levy@co.benton.wa.us>

Subject: [EXTERNAL] City of Kennewick AZAZ-2022-0001

Hello

The City of Kennewick has received a Petition for Annexation. Please see the attached documents for a Determination of Sufficiency.

Thanks very much,

Matt H.



Matthew Halitsky, AICP

Senior Planner

Community Planning Department

City of Kennewick

O: 509.585.4416 | F: 509.585.4442

matt.halitsky@ci.kennewick.wa.us



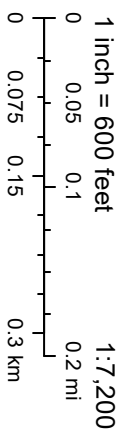


SV_CI_RICHLAND_10

SV_CI_COUNTY_10

SV_CI_KENNEWICK_10

Survey Urban Growth Boundary



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



Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

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. Torelli moved, seconded by Mr. Millbauer to accept the Intent to Petition for Annexation request accepting the proposed boundary and require the assumption of existing city indebtedness. The motion passed unanimously.

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			
	<u>Hasmi Wilkison</u> for Harmony Development, LLC	8045 W 10 th Avenue 107891000004001		\$302,670	07/02/24
	<u>Jason Wilkison</u> for Harmony Development, LLC	8045 W 10 th Avenue 107891000004001		\$302,670	7/2/24
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue 107891000004001		\$302,670	
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue 107891000004001		\$302,670	
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue 107891000004001		\$302,670	
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue 107891000004001		\$302,670	
	<u>for Harmony Development, LLC</u>	8045 W 10 th Avenue 107891000004001		\$302,670	

PROPERTY OWNED BY HARMONY DEVELOPMENT, LLC

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.

LOT 2

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35' EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9°08'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; AND TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE SOUTH 9°08'30" WEST 806.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET; THENCE NORTH 9°08'30" EAST 771.8 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 395 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 07°25' WEST 168.24 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 07°25' EAST 168.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE NORTH 9°08'30" EAST 50.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTH 50°53' WEST ALONG SAID LATERAL RIGHT-OF-WAY, 11.24 FEET TO THE POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'30" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 7°25' EAST 67.26 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

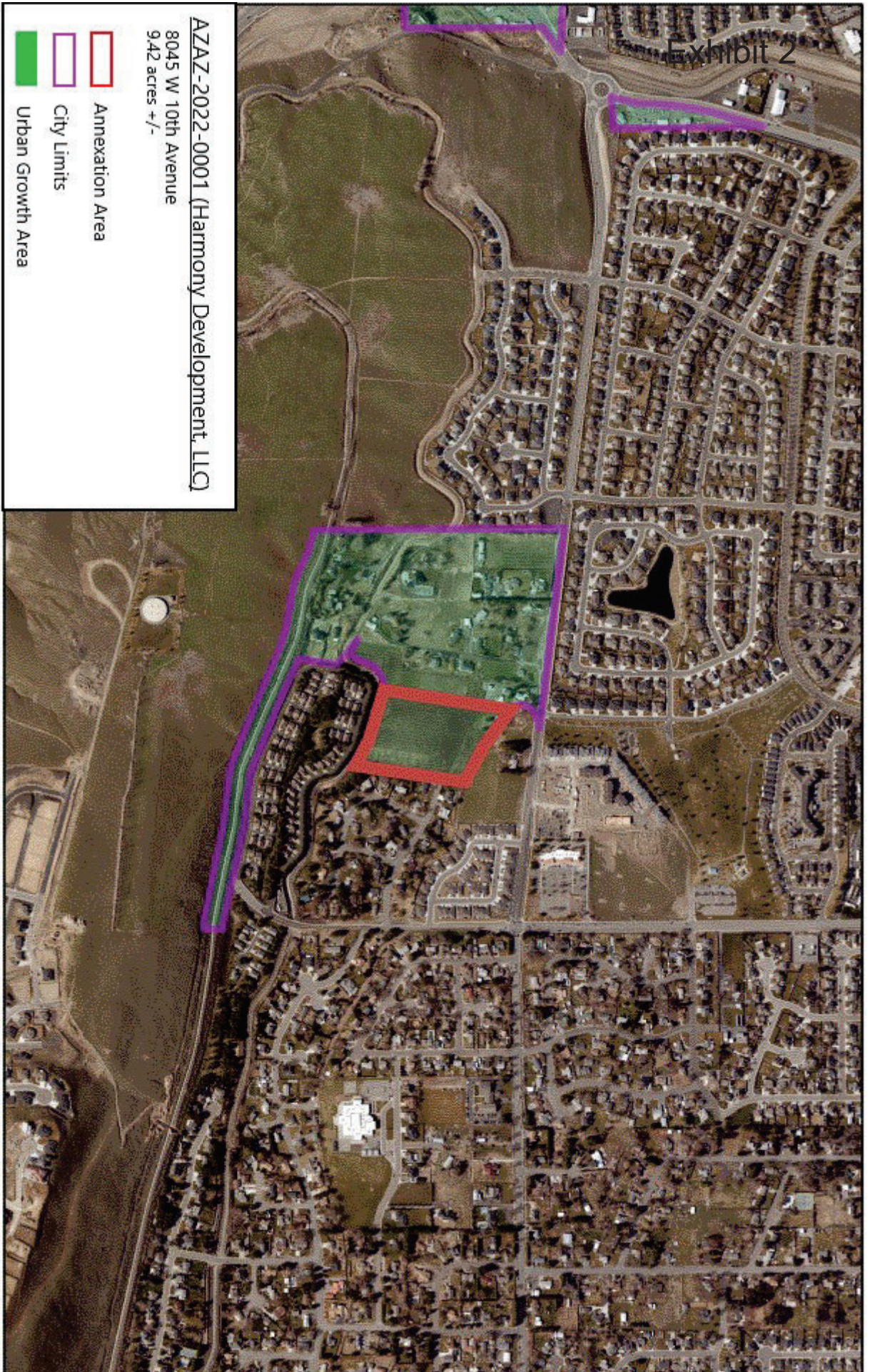
TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°00'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2000-021963, RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE 120.98 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.36 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8 CANAL, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.15 FEET; THENCE CHORD OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 11°51'09" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 60.15 FOOT RADIUS CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 46°49'25", A DISTANCE OF 49.16 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 51°40'36" EAST A DISTANCE OF 8.77 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID TRACT AND CANAL CENTERLINE, SOUTH 38°19'24" WEST A DISTANCE OF 20.00 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED CANAL RIGHT OF WAY; THENCE SOUTH 08°44'04" WEST A DISTANCE OF 88.33 FEET TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 08°35'16" WEST A DISTANCE OF 58.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

EXCEPTING THEREFROM THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 08°44'04" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 08°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 549.56 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF WHICH BEARS NORTH 85°29'46" WEST A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.

Exhibit 2



RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT Survey #
A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

[illegible][illegible]

SURVEY FOR
EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING

BENTON COUNTY, WASHINGTON.

ORIGINAL LOT 2 OF THE QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 26 EAST, WM., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°29'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET;
THENCE SOUTH 07°00'22" WEST ALONG THE WEST LINE OF SAID CERTAIN TRACT DESCRIBED IN A CERTAIN DEED DATED JANUARY 18, 1860, BETWEEN JOHN C. WASHINGTON, A DISTANCE 120.48 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE
CONTINUING ALONG SAID WEST LINE, SOUTH 82°29'45" EAST, A DISTANCE OF 1.36 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEBEC REGISTRATION DISTRICT LAKE, H.F. 1, AND
BEGINNING ON THE CORNER OF MARCH BEARS SOUND, 61.0425' WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 115°10'8" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING,
CONTINUING ALONG SAID 60.615 FOOT RADIUS CURVE AND SAID WESTERN LINE, THROUGH A CENTRAL ANGLE OF 125°21'25" A DISTANCE OF 8.19 FEET; THENCE LEAVING THE WESTERN LINE OF SAID TRACT AND GOING EASTERLY, SOUTH 86°19'22" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

RECORD OF BARNOR COUNTY, WASHINGTON, THENCE LEAVING SAID EAST LINE, NORTH 08°35'13" WEST FOR 170.00 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 155°35'1" A DISTANCE OF 46.28 FEET; THENCE NORTH 07°01'55" EAST A DISTANCE OF 46.74 FEET

ORIGINAL LOT 2 TO ORIGINAL LOT 4
THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH,
RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF TRACT PLAT NO. 1-1-189, THEREOF
IN BENSON COUNTY, WASHINGTON, THENCE SOUTH 08°44'04" WEST ALONG THE EAST LINE
SOUTH 81°55'56" EAST A DISTANCE OF 4.00 FEET, THENCE SOUTH 08°44'04" WEST ALONG A LINE
WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY, WHEN REACHED AT RIGHT ANGLES TO THE EAST
LINE OF THE KENNECOTT IRRIGATION DISTRICT HIGHLAND FEDERAL CANAL, BEING THE BEGINNING OF
A NEW 70-FOOT WIDE CONVEYANCE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF
SAY LOT 2, THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE, THEREOF A DISTANCE
OF 636.19 FEET TO THE POINT OF BEGINNING.

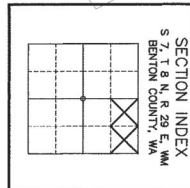
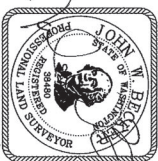
AREA TABLE

ORIGINAL LOT 1:	61,807 SF±
ORIGINAL LOT 2:	274,755 SF±
ORIGINAL LOT 3:	133,565 SF±
ORIGINAL LOT 4:	105,866 SF±
REMSD LOT 1:	59,605 SF±
REMSD LOT 2:	408,324 SF±
REMSD LOT 3:	108,064 SF±

SURVEYOR'S CERTIFICATE

1. JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2022, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 56.09 R.C.W. AND 532-30 W.A.C., AT THE REQUEST OF HARMONY DEVELOPMENT LLC.

JOHN W. BECKER, P.L.S. 39480
DATE 4-15-2024



DWN. BY	DATE
TD	4/8/24
CHKD. BY	JOB NO.
JB	2220658

A H B L
TACOMA • SEATTLE • SPOKANE • TRI-CITIES

REVISED LEGAL DESCRIPTIONS

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **Survey # 59181** SHEET 2 of 3
A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, WY., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, WY., DISTANCE 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°55' EAST 104.1 FEET FROM SAID POINT OF BEGINNING; THENCE CONTINUING NORTH 82°55' EAST 104.1 FEET FROM SAID NORTH LINE THEREOF 117.2 FEET TO A POINT THAT BEARS SOUTH 82°55' EAST 104.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 98°50 WEST 246.0 FEET TO A POINT THAT BEARS SOUTH 82°55' EAST 160.0 FEET; THENCE NORTH 9°08' EAST 50.2 FEET TO THE SOUTHERLY CORNER OF SAID NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, WY.; THENCE SOUTH 82°55' EAST 104.1 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LATERAL RIGHT-OF-WAY, 112.4 FEET TO THE POINT OF CLOSURE; THENCE CONTINUING ALONG SAID LATERAL RIGHT-OF-WAY, 112.4 FEET TO THE POINT OF CLOSURE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AND ARC DISTANCE OF 136.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'50" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 82°55' EAST 104.1 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

TOWNSHIP 8 NORTH, RANGE 29 EAST, WY. OF LOT 2 OF SHORT PLAT NO. 1-1499, THEREOF, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF SAID KENNEWICK IRRIGATION DISTRICT LATERAL, H.F. 1.B CANAL, CONVEYED BY INSTRUMENT RECORDED ON JANUARY 8, 2000 UNDER AUDITOR'S FILE NO. D001-000208.

EXCEPT THAT POINT OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, AS DESCRIBED LAST TO THE NORTHWEST QUARTER OF SAID SECTION 7, THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 11,220 FEET; THENCE SOUTH 07°01'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OR SAID DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2000-021963, RECORDS OF BERTRON IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2001-01963, RECORDS OF BERTRON COUNTY, WASHINGTON, A DISTANCE 120.98 FEET TO AN ANGLE POINT ON SAID WEST LINE; THENCE COMMUNING LONG SAID WEST LINE, SOUTH 82°59'46" WEST A DISTANCE OF 1.8 FEET TO THE POINT OF BEGINNING, A DISTANCE OF 14.4 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY, ALONG THE ARC OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET, THENCE SOUTHERLY, THROUGH THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 11°15'09" A DISTANCE OF 3.64 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 1.8 FEET TO THE POINT OF BEGINNING, A DISTANCE OF 49.6925' A DISTANCE OF 49.616 FEET, THENCE CONTINUING ALONG SAID WESTERN LINE OF SAID TRACT AND CANAL, CENTRALLY, SOUTH 83°17'24" WEST A DISTANCE OF 20.00 FEET TO THE SOUTH 51°40'39" EAST A DISTANCE OF 8.877 FEET; THENCE LEAVING THE WESTERN LINE OF SAID TRACT AND CANAL, CENTRALLY, SOUTH 83°17'24" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, A DISTANCE OF 46.26 FEET; THENCE NORTH 07°01'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

LOT 2
THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH
RANGE 29
EAST, W.M., DESCRIBED AS FOLLOWS:

[illegible]

LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THE NORTH 165.19 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7 TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLANNING 1-1488, RECORDS OF THE KENNEBEC RIVER COMMISSION, THENCE LEAVING SAID EAST LINE, A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID EAST LINE, A DISTANCE OF 817.56 FEET, A DISTANCE OF 344.50 FEET, THENCE SOUTH 08°44'04" WEST ALONG A LINE OF SAID LOT 2, A DISTANCE OF 450.55 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEBEC RIVER, DISTRICT HIGHLAND FEDER CANAL, BEING THE BEGINNING OF A LINE OF SAID LOT 2, A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.

AUDITOR'S CERTIFICATE

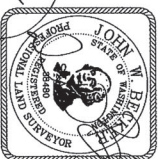
FILED FOR RECORD THIS 15th DAY OF April
2024 AT 45 MINUTES PAST 1 P.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNETH WICK, WASHINGTON.
RECORDING NUMBER 2024-07081.

Brenda Carlton
COUNTY AUDITOR
NOV 01 PM 5:48
FEE
Brenda Carlton (Deputy)
BY

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°07'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A CERTAIN INSTRUMENT DATED AND BEING RECORDED IN THE PUBLIC RECORDS OF CLATSOP COUNTY, WASHINGTON, UNDER DISTANCE 120.89 FEET TO AN EASEMENT POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.38 FEET TO INTERSECTION OF VACATED KENNEWICK ROAD, DIRECTIONAL BEARING NORTH 11°42'04" WEST, 116.50 FEET; THENCE CONTINUING ALONG SAID VACATED KENNEWICK ROAD, DIRECTIONAL BEARING NORTH 11°42'04" WEST, 116.50 FEET; THENCE CROSS OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 46°49'29" EAST, A DISTANCE OF 8.87 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80.15 FEET, TO A POINT ON SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 80.15 FEET, TO A POINT ON SAID WEST LINE, THROUGH A CENTRAL ANGLE OF 46°49'29" EAST, A DISTANCE OF 8.87 FEET; THENCE CONTINUING ALONG SAID WESTERN LINE, SOUTH 51°40'35" EAST A DISTANCE OF 8.47 FEET; THENCE LEAVING THE WESTERN LINE OF SAID TRACT AND CALM CONTINUING, SOUTH 81°57'26" WEST, 116.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80.15 FEET, TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1489, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 06°31'16" WEST A DISTANCE OF 86.33 FEET TO A POINT ON WEST LINE OF LOT 2 OF SAID SHORT PLAT NO. 1-1489, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID WEST LINE, SOUTH 06°31'16" WEST A DISTANCE OF 155.31 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 155°31'16" A DISTANCE OF 46.28 FEET; THENCE NORTH 07°07'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-1469, RECORDS FOR DISTRICT COUNTY, WASHINGTON, THENCE SOUTH 89°44'04" WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 10.00 FEET, THEREUPON BEING, THENCE LEAVING SAID EAST LINE A BEARING OF 10°00'00" EAST AND A DISTANCE OF 10.00 FEET, THEREUPON BEING, THENCE SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET, THEREUPON SAID 89°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERNLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2 A DISTANCE OF 10.00 FEET, THEREUPON BEING, THENCE SOUTH 89°44'04" WEST ALONG THE LINE OF THE KENNEKICK IRRIGATION DISTRICT HIGHLAND FEDERAL CANAL, BEING THE BEGINNING OF A 100-FOOT WIDE CANAL, THENCE SOUTH 89°44'04" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 635.19 FEET TO THE POINT OF BEGINNING.



APRIL 15, 2024

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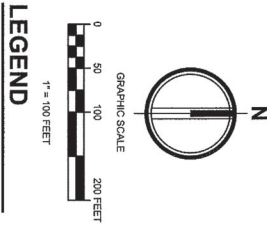
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.aihbl.com WEB

DWN. BY	DATE
TD	4/8/24
CHKD. BY	JOB NO.
JLB	2220658

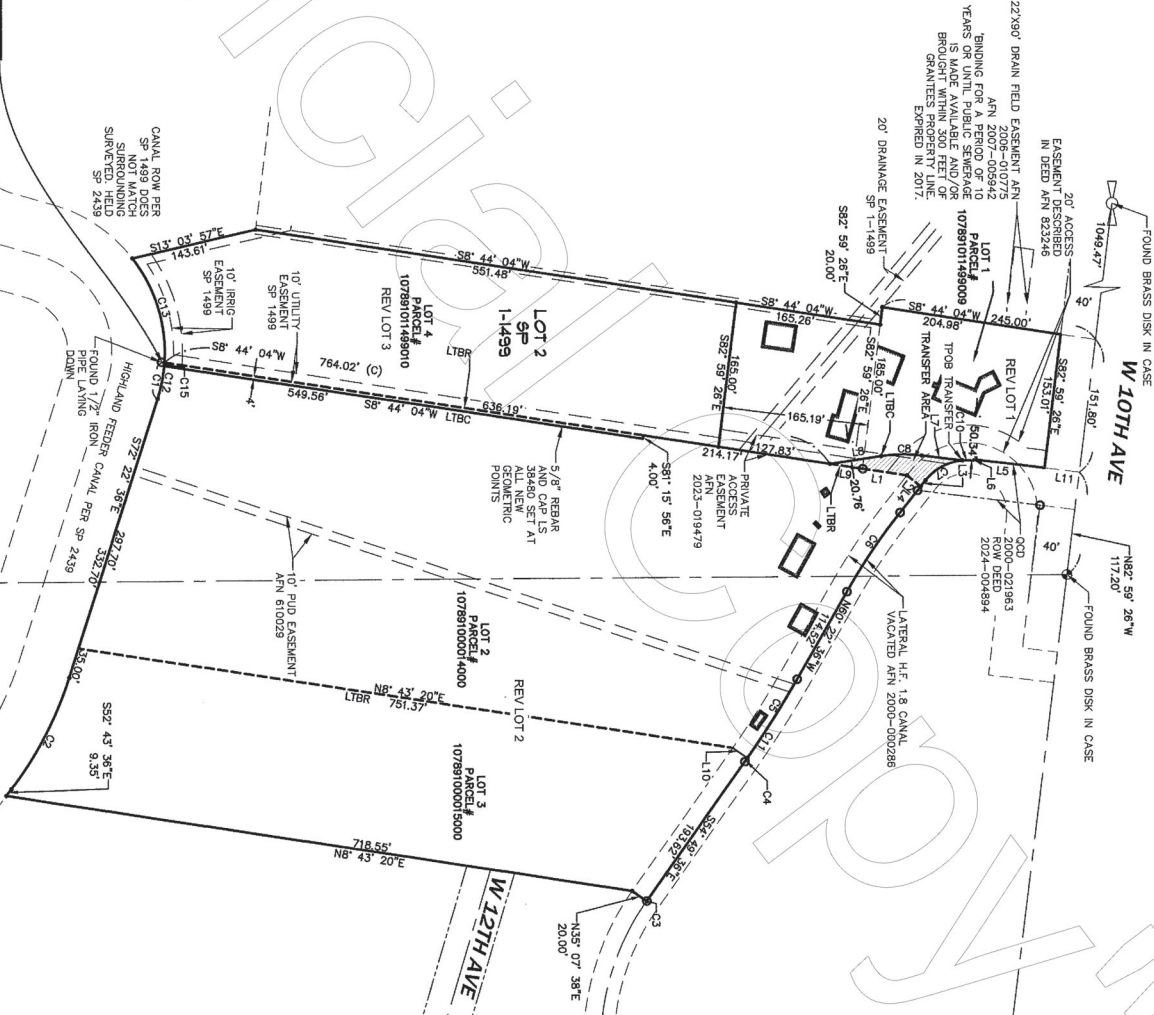
RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT Survey # 5907 SHEET 3 OF 3
A PORTION OF THE NE 1/2 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD DIRECTION
C1	41.39	174.60	S79° 15' 53"E
C2	143.39	418.10	S62° 33' 06"E
C3	0.23	285.79	S64° 57' 00"E
C4	4.95	1143.16	S64° 57' 03"E
C5	105.78	1143.16	S57° 43' 33"W
C6	108.50	714.52	S42° 01' 36"W
C7	49.16	60.15	S28° 15' 54"E
C8	46.26	170.00	S55° 31' 50" 47' 31"E
C10	12.44	60.15	S1° 04' 23"W
C11	110.73	1143.16	S52° 59' 11" 06' 06"W
C12	37.98	174.60	S27° 47' 17" 36' 24"W
C13	126.55	174.60	S41° 40' 17" 04' 55"E
C15	4.01	174.60	S85° 29' 45"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	50.90	S8° 44' 04"W
L2	20.00	S38° 19' 24"W
L3	8.77	S51° 40' 36"E
L4	37.71	N51° 40' 36"W
L5	80.98	S7° 00' 17"W
L6	1.36	S82° 59' 45"E
L7	46.74	N7° 00' 15"E
L8	58.70	N8° 35' 16"W
L9	37.43	S8° 44' 04"W
L10	20.00	N34° 55' 31"E
L11	40.00	S7° 00' 17"W



FOUND MONUMENT AS NOTED
FOUND REBAR AND WOOLEY
CAGE UNLESS OTHERWISE
NOTED
LINE TO BE REMOVED

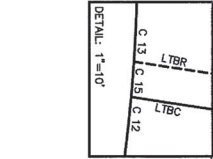


BASIS OF BEARING
MAD 1983/71
WASHINGTON STATE PLANE SOUTH PROJECTION, CITY OF KENNECK
CONTROL POINTS K0915, K0916 AND K0939

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF April
2024 AT 4:55 MINUTES PAST 1 P.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENTWORTH WASHINGTON,
RECORDING NUMBER 2024-007081.

Branda Chittin
COUNTY AUDITOR
Vol 01 pg 5997
Benton County (signature)



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509.380.8883 TEL 253.383.2572 FAX www.ahbl.com WEB

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

July 19, 2024

Determination of Sufficiency
 AZAZ-2022-0001

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 July 3rd, 2024, and this determination was commenced on July 19, 2024.

The specific determination is as follows:

Value	Signatures	Percentage
214,540	214,540	100.00%

Attest:

Bill Spencer
 Benton County Assessor

cc: Benton County Commissioners

ANNEXATION - CITY OF KENNEWICK								
							Value used to determine sufficiency	Sufficiency Notes
Parcel ID	Owner 1	Owner 2	Owner 3	Owner 4	Owner 5	Address	Assessed Value	
107891000016000	Harmony Development LLC					8045 E 10th Ave Kennewick, WA 99336	\$ 214,540	\$ 214,540
							\$ -	-
							\$ -	-
							\$ -	-
							\$ -	-
							\$ -	-
							\$ -	-
							\$ -	-
							\$ -	-
						Total value of all parcels	\$ 214,540	\$ 214,540
						Value of parcels to determine sufficiency		
						% of sufficiency	100.00%	

From: [levy](#)
To: [Matt Halitsky](#)
Cc: [levy](#)
Subject: RE: City of Kennewick AZAZ-2022-0001
Date: Friday, July 19, 2024 12:52:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image003.png](#)
[Determination of Sufficiency Exhibit A.pdf](#)
[Determination of Sufficiency.pdf](#)

Matt-

Please see attached the Determination of Sufficiency for AZAZ-2022-0001. Due to the boundary line adjustment being completed the parcel number on the Determination of Sufficiency letter is different then the one provided on the petition. The value on the determination letter is with the 2024 certified values Please let me know if you have any questions.

Thank you,



Marlena Strieck

Administrative Assistant

Benton County Assessor's Office

Kennewick: (509) 735-2394 (ext. 5573)

Marlena.Strieck@co.benton.wa.us

The information contained in this email and any accompanying attachments are intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, any unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you received this communication in error, please immediately notify the sender by return email, and delete the original message and all copies from your system. Thank you for your cooperation

From: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>
Sent: Friday, July 19, 2024 12:16 PM
To: levy <levy@co.benton.wa.us>
Subject: [EXTERNAL] RE: City of Kennewick AZAZ-2022-0001

Email is just fine, thanks Marlena.

From: levy <levy@co.benton.wa.us>
Sent: Friday, July 19, 2024 10:33 AM
To: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>
Subject: RE: City of Kennewick AZAZ-2022-0001

Matt-

We have completed the BLA and I will be able to get you the Determination of Sufficiency letter on Monday. Is sending the letter via email ok or do you also need a hard copy mailed?

Thank you,



Marlena Strieck

Administrative Assistant

Benton County Assessor's Office

Kennewick: (509) 735-2394 (ext. 5573)

Marlena.Strieck@co.benton.wa.us

The information contained in this email and any accompanying attachments are intended only for the use of the intended recipient and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, any unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you received this communication in error, please immediately notify the sender by return email, and delete the original message and all copies from your system. Thank you for your cooperation

From: Matt Halitsky <Matt.Halitsky@ci.kennewick.wa.us>

Sent: Wednesday, July 3, 2024 3:52 PM

To: levy <levy@co.benton.wa.us>

Subject: [EXTERNAL] City of Kennewick AZAZ-2022-0001

Hello

The City of Kennewick has received a Petition for Annexation. Please see the attached documents for a Determination of Sufficiency.

Thanks very much,

Matt H.



Matthew Halitsky, AICP

Senior Planner

Community Planning Department

City of Kennewick

O: 509.585.4416 | F: 509.585.4442

matt.halitsky@ci.kennewick.wa.us



LOT 2

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

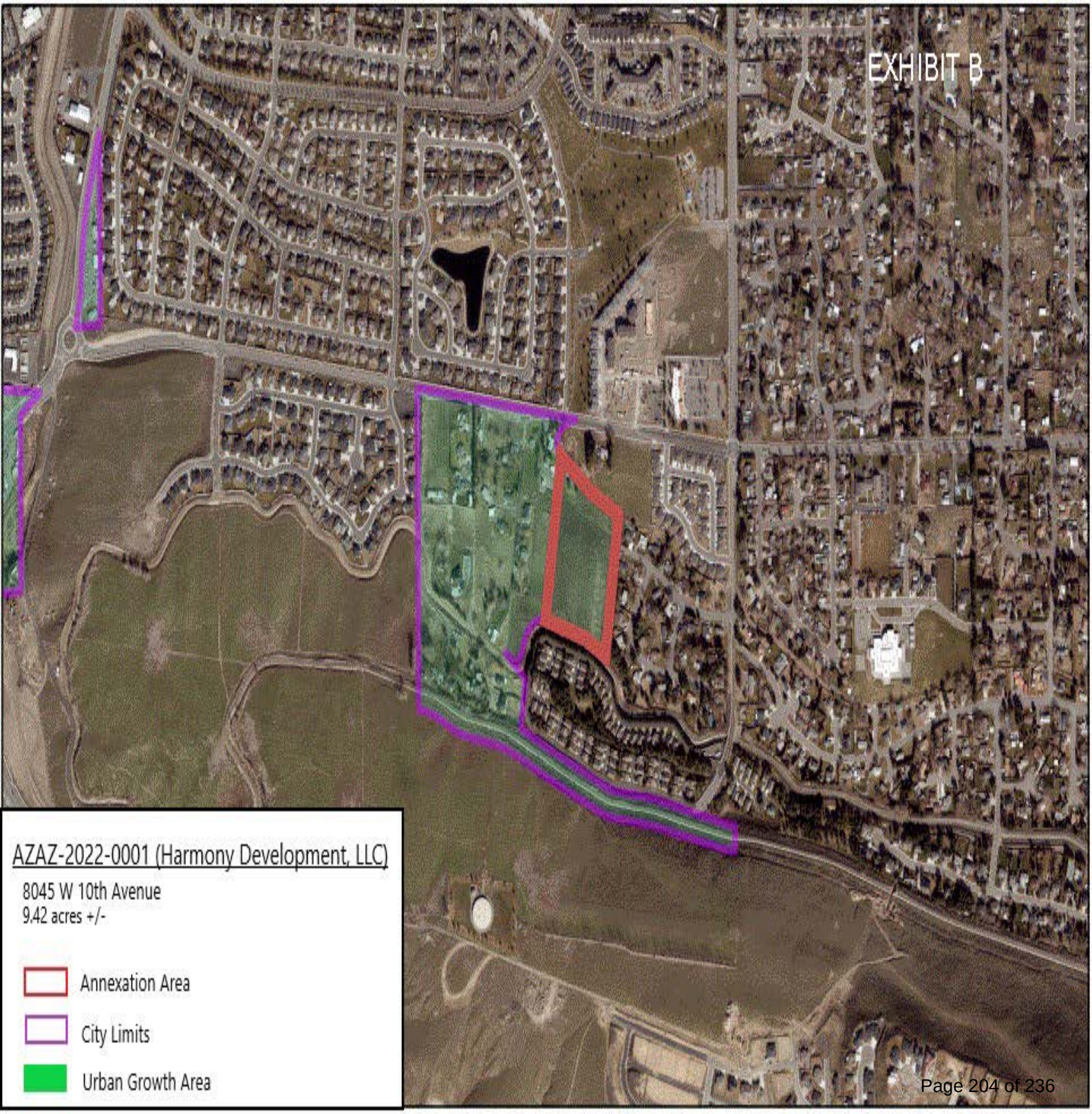
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35' EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9°08'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; AND TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE SOUTH 9°08'30" WEST 806.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET; THENCE NORTH 9°08'30" EAST 771.8 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 395 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 07°25' WEST 168.24 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 07°25' EAST 168.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE NORTH 9°08'30" EAST 50.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTH 50°53' WEST ALONG SAID LATERAL RIGHT-OF-WAY, 11.24 FEET TO THE POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'30" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 7°25' EAST 67.26 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°00'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2000-021963, RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE 120.98 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE OF 1.36 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8 CANAL, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.15 FEET; THENCE CHORD OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 11°51'09" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 60.15 FOOT RADIUS CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 46°49'25", A DISTANCE OF 49.16 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 51°40'36" EAST A DISTANCE OF 8.77 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID TRACT AND CANAL CENTERLINE, SOUTH 38°19'24" WEST A DISTANCE OF 20.00 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED CANAL RIGHT OF WAY; THENCE SOUTH 08°44'04" WEST A DISTANCE OF 88.33 FEET TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 08°35'16" WEST A DISTANCE OF 58.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

EXCEPTING THEREFROM THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 08°44'04" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 08°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 549.56 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF WHICH BEARS NORTH 85°29'46" WEST A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.



AZAZ-2022-0001 (Harmony Development, LLC)

8045 W 10th Avenue
9.42 acres +/-

-  Annexation Area
-  City Limits
-  Urban Growth Area

Annexation 2022-0001

City Council
1 October 2024

Background Information

- ⌘ **Petitioner:** Harmony Development LLC
- ⌘ **Location:** 8045 W 10th Avenue
- ⌘ **Size:** 9.42 acres; 1 parcel
- ⌘ **Existing Land Use:** Orchard, Single-family
- ⌘ **Comp Plan:** Low Density Residential (LDR), pre-zoned RL via Southridge Subarea Plan (2011)

Area Contained in Petition



Key Dates

- ⌘ 15 Nov 2022 – Council Accepts 10% Petition
- ⌘ 3 July 2024 – 60% Petition Received,
Determination of Sufficiency Req.
- ⌘ 19 July 2024 – Determination of Sufficiency
Issued
- ⌘ 25 July 2024 – 60 Day Notice Letters Mailed
- ⌘ 12 Sept 2024 – Notice of Public Hearing Posted
- ⌘ 20 Sept 2024 – Notice of Public Hearing
Published

Recommendation

Staff recommends City Council adopt the ordinances approving the annexation.

Questions?

Council Agenda Coversheet	Item Number: 6.b.1. Item Type: Ordinance Subject: Ordinance: Garbage Franchise with Basin Disposal for AZAZ-2022-0001 Harmony Development Department: Community Planning Ord/Reso # Project #	Date: 10/1/2024 Contract # Permit # AZAZ-2022-0001	Category: Ordinance/Reso
			
<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 8045 W 10th Avenue is currently served by Basin Disposal. In order for this service to continue, a franchise ordinance is required. This companion ordinance to item 6.b. 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 subject property is not adopted, this franchise ordinance becomes moot and will not be brought forward for Council consideration. This companion ordinance is standard practice for annexations when properties served by Basin Disposal are located within the jurisdictional boundaries of unincorporated Benton County. The most recent instance is Ordinance 24-6057 which was adopted by Council 2 July 2024 for service at 2107 S Clodfelter Road.			
<u>Alternatives</u> There are no recommended alternatives.			
<u>Fiscal Impact</u> None.			
Attachments: 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 (AZAZ 2022-0001, Knutzen Engineering)

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

Parcel 1-0789-100-0016-000:

LOT 2

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35' EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9°08'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; AND TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE SOUTH 9°08'30" WEST 806.00 FEET

TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET; THENCE NORTH 9°08'30" EAST 771.8 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 395 FEET MORE OR LESS TO A POINT THAT BEARS SOUTH 07°25' WEST 168.24 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 07°25' EAST 168.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO. 2000-000286; EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 117.2 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 82°35' WEST ALONG SAID NORTH LINE 151.8 FEET TO A POINT THAT BEARS SOUTH 82°35' EAST 1,049.1 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 9°08'30" WEST 245.00 FEET; THENCE SOUTH 82°35' EAST 185.00 FEET; THENCE NORTH 9°08'30" EAST 50.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTH 50°53' WEST ALONG SAID LATERAL RIGHT-OF-WAY, 11.24 FEET TO THE POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.65 FEET THROUGH A CENTRAL ANGLE OF 99°38'30" AND HAVING A RADIUS OF 80.3 FEET TO A POINT ON A LINE WHICH BEARS SOUTH 7°25' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 7°25' EAST 67.26 FEET TO THE POINT OF BEGINNING; EXCEPT THE NORTH 40 FEET THEREOF FOR ROAD PURPOSES.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°59'26" WEST ALONG THE NORTH LINE THEREOF 117.20 FEET; THENCE SOUTH 07°00'17" WEST ALONG THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2000-021963, RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE 120.98 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 82°59'45" EAST A DISTANCE

OF 1.36 FEET TO INTERSECT THE CENTERLINE OF VACATED KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8 CANAL, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.15 FEET; THENCE CHORD OF WHICH BEARS SOUTH 01°04'23" WEST A DISTANCE OF 12.42 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE WEST LINE OF SAID TRACT, THROUGH A CENTRAL ANGLE OF 11°51'09" A DISTANCE OF 12.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 60.15 FOOT RADIUS CURVE AND SAID WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 46°49'25", A DISTANCE OF 49.16 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 51°40'36" EAST A DISTANCE OF 8.77 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID TRACT AND CANAL CENTERLINE, SOUTH 38°19'24" WEST A DISTANCE OF 20.00 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED CANAL RIGHT OF WAY; THENCE SOUTH 08°44'04" WEST A DISTANCE OF 88.33 FEET TO A POINT ON EAST LINE OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID EAST LINE, NORTH 08°35'16" WEST A DISTANCE OF 58.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

EXCEPTING THEREFROM THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 1-1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 08°44'04" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 08°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 549.56 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF WHICH BEARS NORTH 85°29'46" WEST A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 08°44'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.

WHEREAS, said annexation will become effective on the 9th day of October, 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 October 1, 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 November 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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
2nd day of October, 2024

Approved as to Form:

LISA BEATON,
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

Council Agenda Coversheet	Item Number: 6.c. Date: 10/1/2024 Item Type: Ordinance	Category: Ordinance/Reso Public Mtg / Hrg
	Subject: Ordinance: Right of Way Vacation for a Portion of Nutmeg Street Adjacent to 60 S Oak St and 36 & 213 N Nutmeg St Department: Public Works Ordinance # Permit # ENG-2024-1788	
<u>Recommendation</u> Staff recommends approving the ordinance to vacate the public right-of-way on Nutmeg Street adjacent to 36 and 213 North Nutmeg Street and 60 South Oak Street. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> On September 3, 2024, City Council set October 1, 2024, as the public hearing date for this matter. All conditions and proper notice have been fulfilled. The adjacent property owner, which is solely the City of Kennewick, is requesting the vacation of a portion of Nutmeg Street adjacent to 36 and 213 North Nutmeg Street and 60 South Oak Street. With the proposed expansion of the Waste Water Treatment Plant, the City will need to close off Nutmeg Street to secure the facility. Therefore, City staff recommends vacating a portion of Nutmeg Street adjacent to 36 and 213 North Nutmeg Street and 60 South Oak Street. Nutmeg Street is primarily used by City of Kennewick staff to access the existing Waste Water Treatment Plant. Public access to the north end of Nutmeg Street will still be available using Oak Street, which is 300 feet to the east. All utility providers and City staff have reviewed the request. There are no objections to the proposed vacation. <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Ordinance 2. Map		

When recorded, return to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 60 SOUTH OAK
STREET AND 36 AND 213 NORTH NUTMEG STREET

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 24-14 initiated proceedings to vacate a portion of right-of-way abutting 60 South Oak Street and 36 and 213 North Nutmeg Street and by said Resolution fixed the 1st day of October, 2024, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 60 South Oak Street and 36 and 213 North Nutmeg Street should be heard and determined, and notice of such hearing was given as required by law; and

WHEREAS, such hearing was duly held at the time and place appointed by Resolution and objections to said Resolution were heard and considered by the City Council, and the City Council having determined to make said vacation; and

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

Section 1. That portion of street right-of-way described as follows:

Parcels 1-0680-102-0018-001, 1-0680-102-0029-000, 1-0680-102-0024-000, 1-0680-102-0019-000, 1-0680-102-0016-000, 1-0680-102-0011,000 and 1-0680-102-0001-000

Portion of Nutmeg Street to be vacated:

RIGHT OF WAY VACATION

THAT PORTION OF NORTH AND SOUTH NUTMEG STREET, BEING A
PORTION OF THE 30.00 FOOT PLATTED RIGHT-OF-WAY PER HOVER'S VILLA

TRACTS AS FILED IN BOOK 1 OF PLATS, PAGE 19, RECORDS OF BENTON COUNTY, WASHINGTON AND THAT PORTION OF THE 20.00 FOOT RIGHT-OF-WAY AS DEDICATED BY CITY OF KENNEWICK RESOLUTION 78-128, AUDITOR FILE NUMBER 777132, RECORDS OF BENTON COUNTY, WASHINGTON, LYING IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

ALL THAT PORITON OF THE 50.00 WIDE RIGHT OF WAY OF SOUTH NUTMEG STREET AND NORTH NUTMEG STREET LYING NORTHERLY OF THE WESTERLY PROJECTION OF THE SOUTH LINE OF PARCEL C AS SHOWN ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED IN VOUME 1 OF SURVEYS, PAGE 3264, AUDITOR FILE NUMBER 2003-057590, RECORDS OF BENTON COUNTY, WASHINGTON.

Section 2. Pursuant to RCW 35.79, since the adjacent property owner and beneficiary is the CITY OF KENNEWICK, A WASHINGTON MUNICIPAL CORPORATION, no fair market compensation will be made to itself for the vacated right-of-way.

Section 3. Findings of Fact.

1. The vacation has been approved by affected utility companies.
2. The vacation has been approved by City staff.
3. No abutting property owners object to this vacation.
4. Right-of-Way is not a suitable use for the following purposes: Port, boat moorage, launching sites, beach or water access, park, public view, recreation or education.
5. The vacation is in the public's best interest and would enable the City to combine the adjoining parcels for the much-needed expansion and security of the Waste Water Treatment Plant.

Section 4. This ordinance shall be in full force and effect five days from and after its passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
1st day of October, 2024, and signed in authentication of its passage this 1st day of October, 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 2nd day of
October, 2024.

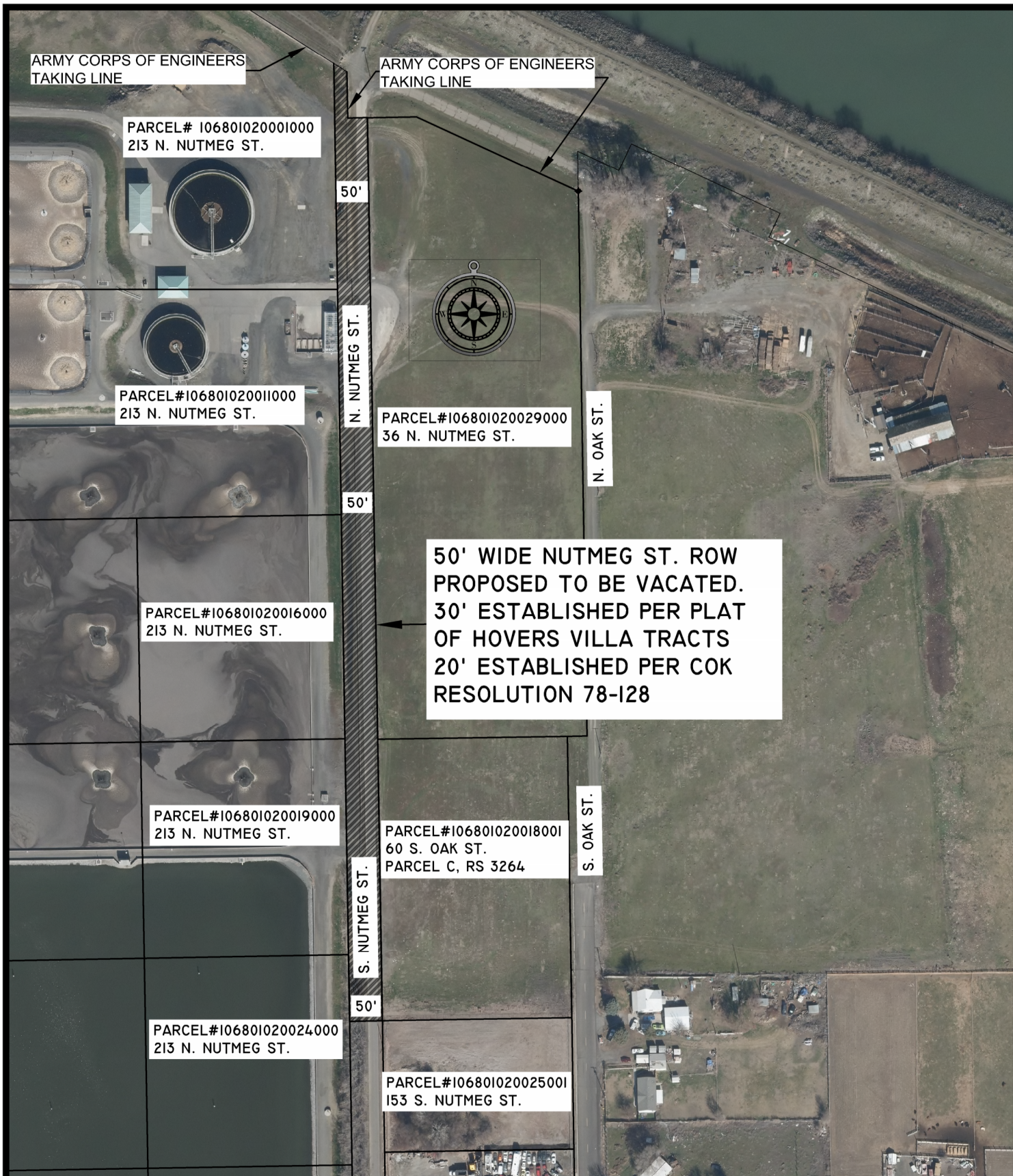
Approved as to Form:

LISA BEATON, City Attorney

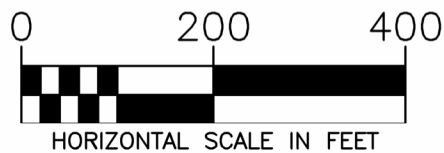
KRYSTAL TOWNSEND, City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:



**PUBLIC WORKS
ENGINEERING
DIVISION**



DWG. BY: BLO DATE: 07/03/24

PATH: M:\SurveyDataFiles\Vacations, Encroachments & License Agreement\2024\Vacations\ENG-2024-1788\ROW Vacation\P2209 ROW VACATION.dwg

Council Agenda Coversheet 	Item Number: 7.a. Date: 10/1/2024 Item Type: Contract/Agreement/Lease Subject: Contract: Amended MOA Conveying 72 Acres of Land in Columbia Park to the City of Kennewick Department: Parks & Recreation	Category: Other
<u>Recommendation</u> Staff recommends that Council authorize the Mayor to sign the amended Memorandum of Agreement with the U.S. Army Corps of Engineers (USACE), Walla Walla District, Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Wanapum Band, Washington State Department of Archaeology and Historic Preservation, for the transfer of 72 acres of land within Columbia Park to the City of Kennewick. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the amended Memorandum of Agreement as presented. <u>Summary</u> A Memorandum of Agreement (MOA) was initially endorsed by the Council on September 19, 2023. Before all parties signed the agreement, a modification was made to align it with the current NHPA Section 106 Regulations (36 CFR Part 800). This adjustment allows any signatory, including invited ones like the tribes, to terminate the agreement by following specific steps. The updated MOA has been authorized and signed by the other parties involved. It is one of the final stages in transferring 72 acres in Columbia Park to the City of Kennewick for public park and recreation purposes. The MOA establishes the necessary framework to safeguard tribal treaty rights and cultural protections during the transfer process. Additionally, upon the MOA being fully executed, the USACE will be able to close out the Section 106 process and will request the City to get an Environmental Condition of Property (ECP) Report. <u>Background</u> • The City of Kennewick initiated collaboration with the USACE in 2011 to fully transfer ownership of the 72 acres at the east end of Columbia Park. The talks on conveyance started when a new USACE staff member indicated that the car sales events held in the park for several years would need to stop unless conveyance discussions took place. • Before 2011, the city organized car sales events in Columbia Park for several years, with no objections from the USACE. The interpretation by past staff was that the sales were permitted as the revenue from leasing the grounds and sales tax income were used to cover the park's maintenance and operational expenses. • In 2011, the City collaborated with the USACE, and they agreed that as long as the City made progress towards property conveyance, car sales could continue. • At the project's outset, it became clear that the complete transfer costs would be high and time-consuming. This was due to the necessity of compensating the USACE' staff for processing the request. The estimated expense for the USACE to proceed with the full 72-acre transfer would have been around \$190K just to complete the appraisal stage. Moreover, the property would have been sold to the City at fair market value, inclusive of all flowage encumbrances, easements, and other factors. • In early 2013, at the suggestion of the USACE, we initiated the process for recreational conveyance in compliance with Section 501(i) of the 1996 Water Resources Development Act. According to the Act, properties intended for public park and recreation purposes should be conveyed without cost. Should any of these properties cease to serve public park and recreation purposes, ownership will revert to the Secretary. • The City of Kennewick collaborates with TRIDEC and neighboring jurisdictions on draft legislation aimed at transferring full control of shoreline areas to local authorities. Achieving complete, unrestricted conveyance will necessitate action at the Congressional level.		

Alternatives

No alternatives are recommended.

Fiscal Impact

None.

Attachments:

1. MOA

**MEMORANDUM OF AGREEMENT AMONGST
THE U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT, AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION, AND THE WANAPUM BAND, AND THE WASHINGTON
STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC
PRESERVATION, AND THE CITY OF KENNEWICK REGARDING THE
TRANSFER OF 72 ACRES OF LAND WITHIN COLUMBIA PARK TO THE
CITY OF KENNEWICK, WASHINGTON.**

The purpose of this memorandum of agreement (MOA) is to establish the mitigation, stipulations and actions of the U.S. Army Corps of Engineers, Walla Walla District (USACE) and the City of Kennewick, Washington (City) through consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP), the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Confederated Tribes and Bands of the Yakama Nation (YN), the Nez Perce Tribe (NPT), the Confederated Tribes of the Colville Reservation (CCT), and the Wanapum Band for adverse effects to cultural resources in association with deed transfer actions outlined in the Water Resources Development Act of 1996, Sec. 501.

1. **WHEREAS**, the Water Resources Development Act of 1996 (WRDA) Sec. 501(i) establishes the general authority for the USACE to make conveyances of lands to local governments for the purposes of use for public parks and recreation in a manner that is consistent with the operation of a project for flood control; and
2. **WHEREAS**, the 1996 WRDA section 501(i)(2)(C) identifies specific lands to be transferred to the City of Kennewick (City) and these lands include the area to be transferred here; and
3. **WHEREAS**, the USACE began the process of issuing long term leases to the Cities in place of the WRDA conveyance requirement in 2002-2004, and the City's Lease W912EF-1-04-16 is within the area described in the '96 WRDA and thus eligible for transfer; and
4. **WHEREAS**, the City currently holds car sales that allow them to recoup sales tax dollars, which are used to offset the maintenance costs of the facilities the City has constructed within the park; and
5. **WHEREAS**, the USACE has informed the city that such car sales do not fit within the scope of their lease, even when the resulting funds are put back into the O&M of existing facilities on federal land; and
6. **WHEREAS**, the City informed the USACE in 2020 that they intended to use the provisions of the WRDA to effect the transfer of ownership of the 72 acres identified in Attachment A, so that the city could continue to conduct the above mentioned activities in perpetuity and ensure a source of income to offset the high cost of maintaining the facilities within the park; and
7. **WHEREAS**, the USACE now proposes to transfer 72 acres of land in the area of Columbia Park in Benton County, Washington to the City of Kennewick under the authorization of the Water Resources Development Act of 1996, Sec. 501 (the Undertaking); and

8. **WHEREAS**, the USACE, under consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) and the other invited signatories to this agreement, established the 72-acre Undertaking Area of Potential Effects of this land transfer (APE, Attachment A), based upon expected direct and indirect alterations in the character or use of historic properties and reasonably foreseeable effects that may occur later in time, be farther removed in distance or be cumulative, in the area of Columbia Park in Benton County, Washington, Section 35, Range 9E, Township 29N, as required by Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and
9. **WHEREAS**, the USACE, under consultation with the DAHP and the other invited signatories to this agreement, conducted research into the undertaking and determined that the transfer of lands out of federal ownership will end federal oversight and involvement per the NHPA 36 CFR 800.5(a)(2)(vii), and an adverse effect follows from the “[t]ransfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance” (Hall 2020, *Section 106 Review for the Proposed Transfer of 72-Acres of Federal Land to the City of Kennewick, Washington*, DAHP Project Number 2019-07-05415); and
10. **WHEREAS** Federal laws for the projection of cultural resources that are currently in force include but are not limited to Section 106 of the National Historic Preservation Act of 1966; the Archaeological Resources Protection Act of 1979, the Native American Graves Protection and Repatriation Act, and others; and
11. **WHEREAS**, once this area leaves federal ownership and control, only the laws of the state of Washington will remain in effect for the protection of cultural resources, including but not limited to:
 - a) The Indian Graves and Records Act (RCW 27.44),
 - b) Washington State Environmental Policy Act (RCW 43.21),
 - c) Archaeological Sites and Resources Act (RCW 27.53),
 - d) Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60),
 - e) Archaeological Excavation and Removal Permit process (WAC 25-48),
 - f) Human Remains (RCW 68.50),
 - g) Executive Order 21-02, Archaeological and Cultural Resources; and
12. **WHEREAS**, archaeological sites and human remains are protected by state statutes that require a permit for excavation and/or removal of site(s) or human remains under WAC 25-48 and establish penalties for unlawful disturbance under RCW 68.60.50. The permit application process is separate from the conditions of this agreement; and
13. **WHEREAS**, the USACE has made a reasonable and good faith effort to identify historic properties within the APE and extensive archaeological survey has not identified any archaeological sites within the 72-acre parcel which is the project APE (Hall 2020), although the APE lies within the boundaries of the Tri-Cities Archaeological District; and

14. **WHEREAS** additionally and importantly, federally recognized tribes have identified two Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs) and Traditional Cultural Property (TCPs) that are eligible for listing or are listed in the National Register of Historic Places with boundaries that encompass the APE and are listed below:
- TCP and HPRCSIT of importance to the Confederated Tribes and Bands of the Yakama Nation; and
 - One TCP and HPRCSIT of importance to the Confederated Tribes of the Umatilla Indian Reservation; and
15. **WHEREAS**, the character and integrity of TCPs and HPRCSITs are predicated upon their past and current cultural uses and values, which reside within phenomena and conditions that include but are not limited to, integrity of natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality; and
16. **WHEREAS**, Washington State laws do not clearly stipulate restrictions or conditions for long-term preservation of TCPs and HPRCSITs, particularly omitting the formal notification and consultation process to take into account the long-term adverse effects upon the character and integrity of TCPs and HPRCSITs, and that the loss of the notification and consultation process constitutes an adverse effect of the proposed transfer; and
17. **WHEREAS**, the City’s long-term proposal to maintain continued use consistent with previously approved and consulted activities and not conduct any new developments within the 72-acres to be transferred is non-binding, and new developments could occur after the land transfer; and
18. **WHEREAS**, the Confederated Tribes of the Umatilla Indian Reservation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Umatilla Indian Reservation have also been invited to be a signatory to this agreement, and have chosen to be a signatory; and
19. **WHEREAS**, the Confederated Tribes and Bands of the Yakama Nation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes and Bands of the Yakama Nation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
20. **WHEREAS**, the Nez Perce Tribe has reserved rights under the Treaties of 1855, 1863, and 1868, and has chosen to participate in the development of this MOA. The Nez Perce Tribe has also been invited to be a signatory to this agreement, and did not request to be a signatory; and
21. **WHEREAS**, the Confederated Tribes of the Colville Reservation have reserved rights under the Executive Orders of 1872, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Colville Reservation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
22. **WHEREAS**, the USACE has invited the participation of the Wanapum Band in the development of this MOA, and to sign this agreement as invited signatories, and the Wanapum Band has

chosen to participate in the development of this agreement; and have chosen to be a signatory;
and

23. **WHEREAS**, the Washington State Department of Archaeology and Historic Preservation participated in the development of this MOA, and is a signatory party; and

24. **WHEREAS**, the City of Kennewick participated in the development of this MOA, and is a signatory party; and

25. **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) the USACE has notified the Advisory Council on Historic Preservation of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Parties agree that the following stipulations shall be implemented in order to resolve the adverse effects of the Undertaking upon the ability to notify and consult with concerned parties concerning impacts to the character and integrity of historic properties. The executed and implemented MOA evidences the federal agency's compliance with Section 106 of the NHPA and shall govern the Undertaking and all of its parts until this MOA is terminated.

I. GENERAL STIPULATIONS

The USACE, the City, and all Parties shall ensure that the following actions to avoid, minimize or mitigate adverse effects are carried out. The general stipulations will provide specific procedures and resources for meaningful consultation regarding all historic properties including TCPs and HPRCSITs, and shall apply to the entire land parcel to be transferred as part of this Undertaking.

1. The City of Kennewick shall maintain the transferred property in its current status as public recreation Open Space per Municipal Code 18.09.1440: “a landscape that is primarily unimproved, such as wooded areas; parks; golf courses, trails; privately owned nature reserves; abandoned railroad lines; utility corridors; and other vacant rights-of-way”. If the property is no longer used as Open Space or equivalent zoning for public park and recreation purposes as indicated by re-zoning by the City, title to such property shall revert to the Secretary of the Army as stated in the requirements of the Water Resources Development Act of 1996, PL 104–303, October 12, 1996, 110 Stat 3658 § 501(i)(3)(D)(i).
2. The City of Kennewick shall, in collaboration with the invited signatories (whether or not they chose to sign), propose a schedule to complete a Cultural Resources Management Plan (CRMP) for the APE within 90 days of execution of this MOA, with a target completion date of two years from the date of execution. The CRMP shall include considerations for potential effects to TCPs and HPRCSITs, including the integrity of phenomena and conditions that contribute to their character: such as natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality. The CRMP shall be reviewed by the City and invited signatories every five years, at maximum.

3. Concurrent with provision of the schedule for development of the CRMP, the City shall provide invited signatories a listing of anticipated undertakings for the following year.
4. The City of Kennewick will host a meeting at least once annually, or more often as needed, with Tribal cultural resources staff-representatives to discuss the status of management of the Tri-Cities parks and how proposed actions for the following year may affect cultural resources. The first meeting shall be scheduled not later than 60 days after execution of the MOA. The City may invite other participants as appropriate, including staff from the USACE, or City Parks staff from in Richland or Pasco.
5. Each following year, the City shall issue invitations to each invited signatory tribe and the DAHP to the annual meeting. A listing of anticipated undertakings for the upcoming year will be provided to invited signatories at a minimum of two months before the meeting. During annual meetings, the City shall facilitate a discussion to identify anticipated undertakings of concern, address questions, and scope measures to avoid or mitigate for impacts to historic properties. The City shall document all meeting proceedings and provide to participants no later than 30 days afterward. The City shall follow up with invited signatories no later than 90 days after each meeting regarding proposed steps to avoid, minimize, or mitigate impacts.
6. For undertakings that arise outside the annual planning process the City shall send a letter and detailed project plans to all invited signatories, allow for 30 days to comment, and take such comments into substantive and meaningful consideration prior to proceeding with implementation of the undertakings.
7. For emergency actions, the City shall inform invited signatories by the most efficient means available and provide as much time as possible for comment before action must be taken. The CRMP shall discuss what constitutes emergency actions.
8. No later than 30 days from execution of this MOA, the City shall appoint a Responsible Official/Point of Contact to fulfill the obligations of the MOA and all applicable state law.
9. The City shall, as appropriate, obtain professional expertise that meets the Secretary of the Interior's Standards for Archeology or History, and has familiarity and experience with Section 106 requirements as well as all Washington State Historic Preservation Laws, WA SEPA, Executive Order 21-02, and tribal consultation. This may be accomplished through contracts or other instruments such as those that flow from the 2021 Memorandum of Understanding for Partnership Between the Confederated Tribes of the Umatilla Indian Reservation and the City of Kennewick (Attachment B; Section F).
10. The USACE shall include in the deed of transfer a clause requiring compliance with all state laws, including cultural resource protection laws as stated here: "Grantee is required to comply with Washington State Laws, including but not limited to those for cultural resource protection."

11. The Deed of Transfer shall include the following covenant: “Grantee will comply with the terms of the Section 106 Memorandum of Agreement (MOA), attached hereto and made a part hereof as Exhibit XX.”

II. DURATION

This MOA will remain in place until terminated. The City and invited signatories shall review the terms of this MOA concurrent with reviews of the CRMP to determine if any amendments are appropriate.

III. DISPUTE RESOLUTION

Should any signatory or invited signatory Party object at any time to any proposed procedures or actions or the manner in which the terms of the MOA are implemented, the City shall consult directly with such Party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

1. Forward all documentation relevant to the dispute, including the City’s proposed resolution, to the DAHP and an impartial or similar mediator approved by the parties. The mediator shall conduct primary mediation actions, and the DAHP shall participate as a subject matter expert. The mediator and the DAHP shall provide the City with advice on the resolution of the objection within 60 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any advice or comments regarding the dispute from the mediator, the DAHP, and Tribes, and provide them with a copy of the written response.
2. If the mediator and DAHP do not provide advice regarding the dispute within the 60-day time period, the City shall negotiate one extension period. Prior to reaching a final decision to resolve the dispute, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and invited signatories to the MOA and provide them and the DAHP with a copy of such written response. The City decision will be final.
3. The City’s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

IV. AMENDMENTS

Any signatory or invited signatory may request an amendment to this MOA through direct request to the City Point of Contact (below). The City’s designated official shall contact signatories and invited signatories, oversee the collection of comments, tracking responses to comments, and finalization of the amended MOA. The amendment shall be final when agreed to in writing by all signatories. The amendment will be effective on the date that a copy signed by all of the signatories is filed with the Deed of Transfer and the Washington DAHP. Upon completion of the amendment process, the City shall record the amended MOA with the existing Deed of Transfer.

V. TERMINATION

If any signatory or invited signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories and invited signatories to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by all signatories and invited signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories and invited signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. USACE shall notify the signatories and invited signatories as to the course of action it will pursue.

VI. COMPLIANCE WITH OTHER LAWS

Nothing in this MOA alters or intends to alter the responsibilities of the parties to comply with other applicable laws. If compliance with the MOA would violate any other applicable laws, then the parties will re-engage in consultation and amend this MOA in accordance with Stipulation IV, or cancel it in accordance with Stipulation V.

VII. EXECUTION

Execution of this MOA by the Signatories and implementation of its terms are evidence that the Corps has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

U.S. Army Corps of Engineers, Walla Walla District

KINGSLACK.SHAILIN.YNACAY.1241230283

ShaiLin Y. KingSlack
Lieutenant Colonel, Corps Engineers
District Commander

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KINGSLACK.SHAILIN.YNACAY.1241230283
Date: 2024.05.20 12:28:52 -07'00'

Date_____

City of Kennewick

Date

Gretl J. Crawford
Mayor, City of Kennewick, Washington

Washington State Department of Archaeology and Historic Preservation Office


Allyson Brooks (Sep 16, 2024 14:35 PDT)

Date **Sep 16, 2024**

Allyson Brooks
State Historic Preservation Officer

INVITED SIGNATORIES

Confederated Tribes of the Umatilla Indian Reservation

 Date 5-10-24

Gary Burke
Board of Trustees Chair

INVITED SIGNATORIES

Wanapum



Clayton Buck
Wanapum Leadership

Date 4/23/2024

ATTACHMENT A: AREA OF POTENTIAL EFFECT

