



City Council Regular Meeting Agenda

December 3, 2024 at 6:30 PM

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

REVISED item 4.j. and notice of closed session, 11-26-2024

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

**A closed session to consider a collective bargaining matter
will be held at 5:45 p.m. pursuant to RCW 42.30.140(4)(a).**

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

2. VISITORS

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

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

a. Meeting Minutes: November 19, 2024, City Council Regular Meeting

Motion to approve the minutes of the November 19, 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 October 2024 in the amount of \$1,383,004.48 comprised of check numbers 27697-27789 in the amount of \$351,306.68 and electronic transfers in the amount of \$1,031,697.80

c. Claims Roster: Columbia Park Golf Course Account

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2024 in the amount of \$43,554.99, comprised of check numbers 2892-2907 in the amount of \$6,180.06 and electronic transfers in the amount of \$37,374.93

d. Payroll Roster: For the Pay Period Ending 11/15/2024

Motion to approve the Payroll Roster for the pay period ending 11/15/2024.

e. Approval of 2025 Lodging Tax Advisory Committee (LTAC) Recommendations

Motion to approve the 2025 lodging tax funding recommendations as submitted by the City's Lodging Tax Advisory Committee (LTAC).

- f. **Northwest High Intensity Drug Trafficking Area (HIDTA) 2025 Contracts**
Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors for 2025.
- g. **Bid Award: Light Industrial Area (LIA) Utility Extensions**
Motion to award P2211-24 Light Industrial Area (LIA) Utility Extensions project to Culbert Construction, Inc. in the amount of \$2,700,733.29 plus a 10% contingency amount of \$270,000.00 for a total amount of \$2,970,733.29
- h. **Bid Award: Quinault & Columbia Center Blvd. Intersection Improvements Contract**
Motion to award Contract P2011-24 Quinault & Columbia Center Blvd. Intersection Improvements to Apollo Inc. in the amount of \$1,678,944.13 plus a 10% contingency of \$167,894.41, for a total amount of \$1,846,838.54 and authorize the City Manager to execute the contract.
- i. **Resolution: Setting the Public Hearing Date for Assumption of the Transportation Benefit District**
Motion to adopt the resolution as presented.
- j. **Financing Agreement: Benton County Emergency Services 800 MHz Radio Project between Richland, Pasco, Kennewick, Benton County, and Franklin County.**
Motion to approve the Benton County Emergency Services 800 MHz Radio Project Financing Agreement as presented.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Mini-Storage Development Standards - Amending Kennewick Municipal Code 18.12.130 and Repealing KMC 18.12.180
- b. Ordinance: Reducing the Lot Width of Rowhouses and Townhomes in Residential Medium and High Density Zones, Amending Kennewick Municipal Code 18.12.010 A.2.

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. VISITORS

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

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

Council Agenda Coversheet	Item Number: 4.a. Date: 12/3/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: November 19, 2024, City Council Regular Meeting Department: Executive 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 November 19, 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
November 19, 2024**

City Council Present – In Person:

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

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

City Staff Present:

Erin Erdman, City Manager
Laurencio Sanguino, City Attorney
Jessica Platt, Finance Director
John Cowling, Public Works Director
Chad Michael, Fire Chief
Cary Roe, Deputy City Manager
Lisa Beaton, Deputy City Manager
Krystal Townsend, City Clerk

BJ Moos, Police Commander
Cody Lewis, IT Director
Anthony Maui, Planning Director
Chad Crouch, Executive Services 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 and a quorum was established.

Councilmember Millbauer led the pledge of allegiance. There were no invocations.

2. VISITORS: None.

3. APPROVAL OF AGENDA

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

SECOND: Councilmember Trumbo.

DISCUSSION: None.

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

4. CONSENT AGENDA

a. Meeting Minutes: November 5, 2024, City Council Regular Meeting

Motion to approve the minutes of the November 5, 2024, City Council regular meeting as presented.

b. Meeting Minutes: November 12, 2024, City Council Workshop Meeting

Motion to approve the minutes of the November 12, 2024, City Council workshop meeting as presented.

c. Meeting Minutes: November 12, 2024, City Council Special Meeting

Motion to approve the minutes of the November 12, 2024, City Council special meeting as presented.

d. Claims Roster: October 2024

Motion to approve the Claims Roster for October 2024 in the amount of \$7,913,506.69, comprised of electronic payments and check numbers 316695-317090.

e. **Payroll Roster: For the Pay Period Ending 10/31/2024**

Motion to approve the Payroll Roster for the pay period ending 10/31/2024.

f. **Drinking Water State Revolving Fund (DWSRF) PFAS Treatment Funding Application**

Motion to support the DWSRF funding application as presented.

g. **Northwest High Intensity Drug Trafficking Area (HIDTA) Contract with Eliza Powell to Fill a Vacancy for December 2024**

Motion to authorize the City Manager to sign a service agreement with Eliza Powell, a new Northwest HIDTA contractor, for December 2024.

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

SECOND: Councilmember Trumbo.

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

5. **ORDINANCES/RESOLUTIONS:**

a. **Resolution 24-22: Utility Tax Financial Policy**

Ms. Platt provided a staff report and together with Ms. Erdman and Mayor Crawford, responded to Council questions. Council deliberated the matter prior to the motion.

MOTION: Councilmember McShane moved to adopt the resolution as presented.

SECOND: Councilmember Anderson.

DISCUSSION: None.

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

The City Clerk assigned resolution number 24-22.

b. **Resolution 24-23: Optional Sales Tax Financial Policy**

Ms. Platt provided a staff report and together with Ms. Erdman, responded to Council questions. Council deliberated the matter prior to the motion.

MOTION: Councilmember Anderson moved to adopt the ordinance as presented.

SECOND: Mayor Pro Tem Torelli.

DISCUSSION: Council asked for clarification prior to voting.

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

The City Clerk assigned resolution number 24-23.

c. **Ordinance 24-6070: Establishing a Transportation Benefit District**

Ms. Beaton provided a staff report for items 5.c. and 5.c.1 and together with Ms. Erdman and Ms. Platt, responded to Council questions. Council deliberated the matter prior to the motion.

The City Clerk read the ordinance by title:

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF KENNEWICK, IMPOSING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT WITHIN THE BOUNDARIES OF THE KENNEWICK TRANSPORTATION DISTRICT FOR THE PURPOSE OF FINANCING THE MAINTENANCE AND PRESERVATION OF EXISTING

TRANSPORTATION IMPROVEMENTS, AND PROVIDING FOR ADDITIONAL
TRANSPORTATION IMPROVEMENTS AS AUTHORIZED BY RCW 36.73.040.

MOTION:	Mayor Pro Tem Torelli moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	Council expressed concerns regarding the possible long-term nature of the tax, particularly its potential for renewal after the initial ten-year term. They voiced support for the staff's efforts in exploring this option and their initiatives to reduce expenses while seeking ways to finance growth, maintain infrastructure, and facilitate expansion, yet remarked on a reluctance to raise taxes. The discussion also touched on how this approach ultimately funds expansion of the convention center via a sales tax increase, though not directly.
VOTE:	The motion passed (6-0, Councilmember Trumbo dissenting).
<i>The City Clerk assigned ordinance number 24-6070.</i>	

c.1. Ordinance 24-6071: Establishing the Transportation Benefit District Fund and amending the Kennewick Municipal Code by adding Section 3.40.275

Ms. Beaton provided the staff report under the previous item. No further comments or questions were raised.

The City Clerk read the ordinance by title:

AN ORDINANCE RELATING TO FUNDS AND ADDING A NEW SECTION 3.40.275 TO THE
KENNEWICK MUNICIPAL CODE

MOTION:	Mayor Pro Tem Torelli moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	None.
VOTE:	The motion passed (6-0, Councilmember Trumbo dissenting).
<i>The City Clerk assigned ordinance number 24-6071.</i>	

6. PUBLIC HEARING:

a. Ordinance 24-6072: 2025/2026 Biennial Budget (Final public hearing; first was November 5)

Ms. Platt provided a comprehensive staff report and responded to Council questions.

Mayor Crawford opened the public hearing at 7:25 p.m.

Mayor Crawford noted a written comment was submitted and had been distributed by the City Clerk to all Councilmembers in advance of the meeting. Mayor Crawford instructed the City Clerk to publish the comments to the website.

A citizen spoke in support of the work to balance the budget and in appreciation of the process. The citizen encouraged investment in long-term growth.

The public hearing was closed at 7:27 p.m.

The City Clerk read the ordinance by title:

AN ORDINANCE ADOPTING THE BIENNIAL BUDGET FOR THE YEARS 2025/2026.

MOTION: Mayor Pro Tem Torelli moved to adopt the ordinance as presented.

SECOND: Councilmember Anderson.

DISCUSSION: A suggestion was made that the Councilmembers should each take the initiative to identify and propose budget cuts for future fiscal plans, rather than depending on staff to present these recommendations.

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

The City Clerk assigned ordinance number 24-6072.

7. NEW BUSINESS:

a. 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan

Mayor Crawford welcomed guest speaker Kevin Lewis, President and CEO of Visit Tri-Cities. Mr. Lewis provided a comprehensive report, highlighting the achievements of his team in 2024 and ongoing funding needs and goals for the 2025 workplan. Council and Mr. Lewis discussed economic growth and tourism at length.

MOTION: Councilmember Millbauer moved to approve the 2025 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan as presented.

SECOND: Councilmember Anderson.

DISCUSSION: Council spoke to the value of the work Visit Tri-Cities provides and the benefit of having a professional group promoting the Tri-Cities.

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

8. UNFINISHED BUSINESS: None.

9. VISITORS: None.

10. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities, upcoming events, items of concern, and spoke in support of staff and their efforts to improve the City of Kennewick. Council made specific mention of their appreciation for the City Manager and Finance Team for their work to identify funding solutions under difficult circumstances.

Ms. Erdman sought input from the Council concerning a request received earlier that day for continued funding for Ameri-Corps, with a deadline of November 22, ahead of the next Council meeting. The Council voiced concerns about not having enough time to fully grasp the issue and decided against taking any action. Ms. Erdman will provide further updates as needed.

11. ADJOURNMENT: Mayor Crawford concluded the meeting at 8:14 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
<https://kennewickwa.new.swagit.com/videos/320875>

Council Agenda Coversheet	Item Number: 4.b. Item Type: General Business Item Subject: Claim Roster: Toyota Center Operations and Box Office Accounts Department: Finance	Date: 12/3/2024 Category: Consent Agenda						
								
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2024 as presented.								
<u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2024 in the amount of \$1,383,004.48 comprised of check numbers 27697-27789 in the amount of \$351,306.68 and electronic transfers in the amount of \$1,031,697.80								
<u>Summary</u> The payments on this Claims Roster are comprised of the following issuances during the period 10/1/2024-10/31/2024: <table data-bbox="103 823 896 934"><tr><td>Check numbers 27697-27789:</td><td>\$351,306.68</td></tr><tr><td>Electronic payments (EFT):</td><td>\$1,031,697.80</td></tr><tr><td>Total</td><td>\$1,383,004.48</td></tr></table>			Check numbers 27697-27789:	\$351,306.68	Electronic payments (EFT):	\$1,031,697.80	Total	\$1,383,004.48
Check numbers 27697-27789:	\$351,306.68							
Electronic payments (EFT):	\$1,031,697.80							
Total	\$1,383,004.48							
<u>Alternatives</u>								
<u>Fiscal Impact</u> \$1,383,004.48								
<u>Attachments:</u> 1. Claims Roster								

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

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
<u>TOYO Sterling Operating Account</u>				
10/04/24		Wire Transfer	King Beverage (00000486)	5,754.75
	10/04/24	3022026	Beer Credit	-2,110.50
	101413	• Inventory - Beer	Beer Credit	-2,110.50
	10/04/24	3022016	Beer	7,865.25
	101413	• Inventory - Beer	Beer	7,865.25
10/04/24		Wire Transfer	Southern Glazer's of WA (00002855)	2,351.39
	10/04/24	4821780	Liquor	2,351.39
	101415	• Inventory - Liquor	Liquor	2,351.39
10/04/24	27697	Auto Check	Apollo Heating and Air Conditioning (00002933)	269.55
	10/04/24	KS-940061143	HVAC Repair	269.55
	107210	• HVAC Repairs & Maintenance	HVAC Repair	269.55
10/04/24	27698	Auto Check	Baskin Robbins (00002754)	1,515.14
	10/04/24	Reissue: 3/21/2022	Replace Outdated Check	1,515.14
	101010	• Sterling Operating Account	Replace Outdated Check	1,515.14
10/04/24	27699	Auto Check	Brashear Electric, Inc. (00002756)	2,690.34
	10/04/24	41933	Set up for Trevi	896.78
	104327	• Reimbursed Contract Labor	Set up for Trevi	896.78
	10/04/24	41895	Set up for Tim Allen	896.78
	104327	• Reimbursed Contract Labor	Set up for Tim Allen	896.78
	10/04/24	41894	Set up for Nodal	896.78
	104327	• Reimbursed Contract Labor	Set up for Nodal	896.78
10/04/24	27700	Auto Check	Bustos Media Holdings LLC (00003051)	5,746.00
	10/04/24	24090740	Radio Ads - Trevi	1,054.00
	107402	• Event Advertising	Radio Ads - Trevi	1,054.00
	10/04/24	24090741	Radio Ads - Trevi	952.00
	107402	• Event Advertising	Radio Ads - Trevi	952.00
	10/04/24	24090742	Radio Ads - Trevi	816.00
	107402	• Event Advertising	Radio Ads - Trevi	816.00
	10/04/24	24090743	Radio Ads - Trevi	952.00
	107402	• Event Advertising	Radio Ads - Trevi	952.00
	10/04/24	24090744	Radio Ads - Trevi	816.00
	107402	• Event Advertising	Radio Ads - Trevi	816.00
	10/04/24	24090745	Radio Ads - Trevi	680.00
	107402	• Event Advertising	Radio Ads - Trevi	680.00
	10/04/24	24090746	Radio Ads - Trevi	476.00
	107402	• Event Advertising	Radio Ads - Trevi	476.00
10/04/24	27701	Auto Check	Chem-Aqua (00002759)	4,150.84
	10/04/24	8852506	Water Treatment Program	4,150.84
	107304	• Contracted Services	Water Treatment Program	4,150.84
10/04/24	27702	Auto Check	Coca-Cola (00000213)	3,444.30
	10/04/24	160975	Beverages	3,444.30
	101411	• Inventory - Food	Beverages	3,444.30
10/04/24	27703	Auto Check	Cougar Digital Marketing & Design (00002861)	109.00
	10/04/24	14019	Website Maintenance	109.00
	107302	• Venue Marketing & Non-Event Advertising	Website Maintenance	109.00
10/04/24	27704	Auto Check	Craig Bond (00002810)	437.50
	10/04/24	LTS: September 2024	LTS: September 2024	437.50
	107304	• Contracted Services	LTS: September 2024	437.50

10/04/24	27705	Auto Check	Culligan Water Conditioning (00002766)				372.05
	10/04/24	800777471	Bottle Water			125.01	125.01
	107201	• Tools & Supplies	Bottle Water			125.01	
	10/04/24	147452	Bottle Water			84.79	84.79
	107201	• Tools & Supplies	Bottle Water			84.79	
	10/04/24	147840	Bottle Water			135.06	135.06
	107201	• Tools & Supplies	Bottle Water			135.06	
	10/04/24	148016	Cooler Rentals			27.19	27.19
	107201	• Tools & Supplies	Cooler Rentals			27.19	
10/04/24	27706	Auto Check	DevFuzion (00000278)				5,941.10
	10/04/24	25884	Network Support			5,941.10	
	107104	• IT Support Services	Network Support			2,970.55	
				Due To/From TRCC		2,970.55	
10/04/24	27707	Auto Check	Enterprise Rent A Car (00002931)				166.06
	10/04/24	63946346	Car Rental			166.06	166.06
	104315	• Reimbursed Event Rentals	Car Rental - Nodal			166.06	
10/04/24	27708	Auto Check	GoTo Communications, Inc. (00003770)				1,361.80
	10/04/24	IN60001472661	ATA			145.00	
	107205	• Communications	ATA			72.50	
				Due To/From TRCC		72.50	
	10/04/24	IN7103253901	Phone Services			1,216.80	
	107205	• Communications	Phone Services			608.40	
				Due To/From TRCC		608.40	
10/04/24	27709	Auto Check	Janine Adamson (00002809)				60.00
	10/04/24	LTS: September 2024	LTS: September 2024			60.00	60.00
	107304	• Contracted Services	LTS: September 2024			60.00	
10/04/24	27710	Auto Check	Jennifer Bond (00002941)				2,375.00
	10/04/24	LTS Admin: August 2024	LTS Admin: August 2024			1,000.00	1,000.00
	107304	• Contracted Services	LTS Admin: August 2024			1,000.00	
	10/04/24	LTS Admin: Sept 2024	LTS Admin: Sept 2024			1,000.00	1,000.00
	107304	• Contracted Services	LTS Admin: Sept 2024			1,000.00	
	10/04/24	LTS: September 2024	LTS: September 2024			375.00	375.00
	107304	• Contracted Services	LTS: September 2024			375.00	
10/04/24	27711	Auto Check	Kendrick Equipment (USA) LLC (00003867)				127.24
	10/04/24	U52150	Blade Equipment			127.24	127.24
	107201	• Tools & Supplies	PO4895 - Blade Equipment			127.24	
10/04/24	27712	Auto Check	Legacy (00003545)				1,114.18
	10/04/24	244202170012	Annual Generator Inspection			1,114.18	1,114.18
	107211	• Equipment Repairs & Maintenance	Annual Generator Inspection			1,114.18	
10/04/24	27713	Auto Check	Loomis (00002895)				280.36
	10/04/24	13582813	Armored Car Service			280.36	280.36
	107304	• Contracted Services	Armored Car Service			140.18	
				Due To/From TRCC		140.18	
10/04/24	27714	Auto Check	Michael Abbott (00002770)				180.00
	10/04/24	448-015184	FiltaFry Fryer Service			180.00	180.00
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service			180.00	
10/04/24	27715	Auto Check	Oxarc (00002929)				2,044.91
	10/04/24	0032171260	CO2 Return			43.21	43.21
	104370	• Reimbursed Outside Event Expense	CO2 Return - Trevi			43.21	
	10/04/24	0032168487	CO2			864.05	864.05
	104370	• Reimbursed Outside Event Expense	CO2 - Nodal			864.05	
	10/04/24	0032166906	CO2			1,137.65	1,137.65
	104370	• Reimbursed Outside Event Expense	CO2 - Trevi			1,137.65	
10/04/24	27716	Auto Check	Pacific Breeze (00003739)				359.88
	10/04/24	9456553	Odor Control			359.88	359.88
	107304	• Contracted Services	Odor Control			359.88	

10/04/24	27717	Auto Check	Reign Drop LLC (00003211)				180.71
10/04/24	101411	S4176-14-4596 • Inventory - Food	Pizza	Pizza		180.71	180.71
10/04/24	27718	Auto Check	Spectrum Reach (00002871)				478.38
10/04/24	107402	680048824 • Event Advertising	TV Ads - Tim Allen	TV Ads - Tim Allen		478.38	478.38
10/04/24	27719	Auto Check	Springhill Suites of Kennewick (00002726)				400.89
10/04/24	104370	Folio: 71983 • Reimbursed Outside Event Expense	Room Rental	Room Rental - Trevi		133.63	133.63
10/04/24	104370	Folio: 71982 • Reimbursed Outside Event Expense	Room Rental	Room Rental - Trevi		133.63	133.63
10/04/24	104370	Folio: 71984 • Reimbursed Outside Event Expense	Room Rental	Room Rental - Trevi		133.63	133.63
10/04/24	27720	Auto Check	Staples Advantage (00002740)				298.23
10/04/24	107102	6011842196 • Office Supplies	Hanging Folder	PO4889 - Hanging Folder		44.48	44.48
10/04/24	107102	6011842199 • Office Supplies	Office Supplies	Office Supplies		227.47	253.75
				Due To/From TRCC		26.28	
10/04/24	27721	Auto Check	Sunbelt Rentals, Inc. (00002783)				1,511.81
10/04/24	104370	159350260-0001 • Reimbursed Outside Event Expense	Manlift	Manlift - Tim Allen		1,511.81	1,511.81
10/04/24	27722	Auto Check	Taylor Lee Nelson (00003414)				90.00
10/04/24	107304	LTS: September 2024 • Contracted Services	LTS: September 2024	LTS: September 2024		90.00	90.00
10/04/24	27723	Auto Check	Tennant Sales and Service Company (00002967)				141.86
10/04/24	107201	920671769 • Tools & Supplies	Brush Belt	PO4852 - Brush Belt		141.86	141.86
10/04/24	27724	Auto Check	Tim Berry (00002808)				135.00
10/04/24	107304	LTS: September 2024 • Contracted Services	LTS: September 2024	LTS: September 2024		135.00	135.00
10/04/24	27725	Auto Check	Townsquare Media-Tri Cities (00002784)				1,525.75
10/04/24	107402	5057849-1 • Event Advertising	Radio Ads - Tim Allen	Radio Ads - Tim Allen		879.75	879.75
10/04/24	107402	5076956-1 • Event Advertising	Radio Ads - Trevi	Radio Ads - Trevi		646.00	646.00
10/04/24	27726	Auto Check	Tri-City Sign and Barricade (00003099)				583.58
10/04/24	101650	29961 • 3rd Party Event Expense Holding Account	Barricades	Barricades		583.58	583.58
10/04/24	27727	Auto Check	United Rentals (North America), Inc. (00003005)				1,044.98
10/04/24	104370	239110963-001 • Reimbursed Outside Event Expense	Forklift Rentals	Forklift Rentals - Trevi		1,044.98	1,044.98
10/04/24	27728	Auto Check	US Foods (00002786)				10,329.39
10/04/24	101411	5265211 • Inventory - Food	Food	Food		106.26	106.26
10/04/24	101411	5265212 • Inventory - Food	Food	Food		35.81	35.81
10/04/24	101411	5343085 • Inventory - Food	Food	Food		53.25	53.25
10/04/24	101411	5265205 • Inventory - Food	Food	Food		5,580.11	5,580.11
10/04/24	101411	5639810 • Inventory - Food	Food	Food		18.61	18.61
10/04/24	101411	5639809 • Inventory - Food	Food	Food		18.61	4,535.35
10/04/24	101413	• Inventory - Beer		Beer Supplies		295.16	
10/04/24	101415	• Inventory - Liquor		Liquor Supplies		259.46	

10/04/24	27729	Auto Check	USA Hockey (00003119)				250.00
10/04/24	107414	USA Hockey Sanction Fee	USA Hockey Sanction Fee			250.00	250.00
		• Other Event Expense	USA Hockey Sanction Fee			250.00	
10/04/24	27730	Auto Check	Vistar Corporation (00002787)				1,818.70
10/04/24	101411	73736480	Food			1,818.70	1,818.70
		• Inventory - Food	Food				
10/04/24	27731	Auto Check	WCP Solutions (00002788)				1,854.15
10/04/24	107203	13788763	Janitorial Supplies			1,854.15	1,854.15
		• Janitorial Supplies	PO4893 - Janitorial Supplies				
10/04/24	27732	Auto Check	Weaver Exterminating Service, Inc. (00002804)				440.23
10/04/24	107304	27523	Rodent Control			285.88	285.88
		• Contracted Services	Rodent Control				
10/04/24	107304	27522	TA Rodent Control			154.35	154.35
		• Contracted Services	TA Rodent Control				
10/11/24		Wire Transfer	King Beverage (00000486)				8,591.80
10/11/24	101413	50410066	Beer Credit			-180.00	-180.00
		• Inventory - Beer	Beer Credit				
10/11/24	101413	3026417	Beer			8,771.80	8,771.80
		• Inventory - Beer	Beer				
10/07/24		Wire Transfer	Odom East LLC (00003343)				1,085.86
10/07/24	101413	16264371	Beer			1,085.86	1,085.86
		• Inventory - Beer	Beer				
10/08/24		Wire Transfer	King Beverage (00000486)				255.00
10/08/24	101413	3024209	Beer			255.00	255.00
		• Inventory - Beer	Beer				
10/09/24	27733	Auto Check	Advanced Protection Services, Inc. (00002751)				732.38
10/09/24	107209	R155335	Vault Security Monitoring			43.43	43.43
		• Security & Fire Alarm System	Vault Security Monitoring				
10/09/24	107209	R155334	Temp Security Monitoring			43.43	43.43
		• Security & Fire Alarm System	Temp Security Monitoring				
10/09/24	107209	R155333	OpenEye Video Cloud			418.50	418.50
		• Security & Fire Alarm System	OpenEye Video Cloud				
10/09/24	107209	R155332	Fire Monitoring			73.86	73.86
		• Security & Fire Alarm System	Fire Monitoring				
10/09/24	107209	R155331	Ammonia Monitoring			79.30	79.30
		• Security & Fire Alarm System	Ammonia Monitoring				
10/09/24	107209	R155330	TA Fire Monitoring			73.86	73.86
		• Security & Fire Alarm System	TA Fire Monitoring				
10/09/24	27734	Auto Check	Tyler Kelln (00003505)				191.22
10/09/24	107201	REIMBURSEMENT: Battery 9/30	REIMB: Battery 9/30			160.85	160.85
		• Tools & Supplies	Battery				
10/09/24	107201	REIMBURSEMENT: Lowes 9/22	REIMB: Lowes 9/22			30.37	30.37
		• Tools & Supplies	Mixed Concrete & Tools				
10/18/24		Wire Transfer	Pepper Entertainment (00002656)				182,621.65
10/18/24	102150	Foreigner Artist Settle 10/16	Foreigner Artist Settle 10/16			182,621.65	182,621.65
		• A/P Settlements					
10/15/24		Wire Transfer	King Beverage (00000486)				1,046.00
10/15/24	101413	3027427	Beer			827.00	827.00
		• Inventory - Beer	Beer				
10/15/24	101413	3027932	Beer			219.00	219.00
		• Inventory - Beer	Beer				
10/17/24		Wire Transfer	King Beverage (00000486)				2,400.40
10/17/24	101413	3029207	Beer			2,400.40	2,400.40
		• Inventory - Beer	Beer				
10/15/24		Wire Transfer	Odom East LLC (00003343)				1,336.50
10/15/24	101413	16306056	Beer			1,336.50	1,336.50
		• Inventory - Beer	Beer				

10/15/24	27735	Auto Check	Toyota of Tri Cities (00003273)				43,381.08	43,381.08
10/15/24	109010	2018 Toyota Tundra						
		• Capital Improvements	Truck for parking lot maintenance			43,381.08		
10/16/24	27736	Auto Check	Backstage Electric, Inc. (00002752)					0.00
						VOID		
10/16/24	27737	Auto Check	Paul Boskovich (00002984)					250.00
10/16/24	107404	24-9213651	Runner					250.00
		• Event Contracted Labor	Runner - Foreigner			250.00		
10/16/24	27738	Auto Check	Rocky Mountain Rigging (00002781)					4,341.00
10/16/24	104370	FOREIGNER	Rigging					4,341.00
		• Reimbursed Outside Event Expense	Rigging - Foreigner			4,341.00		
10/16/24	27739	Auto Check	Slamhammer (00004096)					16,220.00
10/16/24	104370	2410155720B	Audio - Foreigner					16,220.00
		• Reimbursed Outside Event Expense	Audio - Foreigner			16,220.00		
10/16/24	27740	Auto Check	Backstage Electric, Inc. (00002752)					7,595.00
10/16/24	107401	2824	Set Up for Foreigner					7,595.00
		• Outside Event Expense	Set Up for Foreigner			7,595.00		
10/17/24	27741	Auto Check	Apollo Heating and Air Conditioning (00002933)					4,680.73
10/17/24	107210	KS-940061517	HVAC Maintenance					3,583.95
		• HVAC Repairs & Maintenance	HVAC Maintenance			3,583.95		
10/17/24	107509	KS-940060543	Freezer Repair					1,096.78
		• F&B Building Repairs & Maintenance	Freezer Repair			1,096.78		
10/17/24	27742	Auto Check	Ascentis Corporation (00002983)					1,776.20
10/17/24	107070	SI-173681	Nova5000					1,776.20
		• Payroll Processing	Nova5000					
						Due To/From TRCC	888.10	
							888.10	
10/17/24	27743	Auto Check	Baskin Robbins (00002754)					3,775.62
10/17/24	104690	3237	Third Party Sales					1,763.11
		• Concession Sales - Third Party Expense	Third Party Sales			1,763.11		
10/17/24	104690	2200	Third Party Sales					886.98
		• Concession Sales - Third Party Expense	Third Party Sales			886.98		
10/17/24	104690	1680	Third Party Sales					1,125.53
		• Concession Sales - Third Party Expense	Third Party Sales			1,125.53		
10/17/24	27744	Auto Check	Bobablastic (00003078)					1,526.12
10/17/24	104690	1680	Third Party Sales					402.31
		• Concession Sales - Third Party Expense	Third Party Sales			402.31		
10/17/24	104690	2200	Third Party Sales					386.58
		• Concession Sales - Third Party Expense	Third Party Sales			386.58		
10/17/24	104690	3237	Third Party Sales					737.23
		• Concession Sales - Third Party Expense	Third Party Sales			737.23		
10/17/24	27745	Auto Check	Brashear Electric, Inc. (00002756)					1,519.49
10/17/24	107212	41947	Electrical					1,240.23
		• Building Repairs & Maintenance	Electrical			1,240.23		
10/17/24	107212	41952	Rink Temp Wire Repair					279.26
		• Building Repairs & Maintenance	Rink Temp Wire Repair			279.26		
10/17/24	27746	Auto Check	Canon Financial Services, Inc (00002793)					541.42
10/17/24	107105	35577706	Copier Contract					541.42
		• Printing / Copying	Copier Contract			270.71		
						Due To/From TRCC	270.71	
10/17/24	27747	Auto Check	Canon Solutions (00002757)					41.01
10/17/24	107105	6009500585	Copier Maintenance - QHM					41.01
		• Printing / Copying	Copier Maintenance - QHM			41.01		
10/17/24	27748	Auto Check	Carmen Contreras - Coffee Crush (00002762)					0.00
						VOID		

10/17/24	27749	Auto Check	Chapala Express (00002758)				4,505.59
10/17/24	1680		Third Party Sales			1,116.79	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,116.79		
10/17/24	2200		Third Party Sales			1,326.64	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,326.64		
10/17/24	3237		Third Party Sales			2,062.16	
104690	• Concession Sales - Third Party Expense		Third Party Sales		2,062.16		
10/17/24	27750	Auto Check	City of Kennewick - Misc (00002830)				48,663.77
10/17/24	15981		Property Insurance 9/24-8/25			47,328.83	
101660	• Prepaid Expenses - Manual		Property Insurance 9/24-8/25		47,328.83		
10/17/24	15978		Leasehold Tax			1,334.94	
102330	• Leasehold Tax Payable - COK		Leasehold Tax - 3rd Qtr		1,334.94		
10/17/24	27751	Auto Check	Coca-Cola (00000213)				3,628.20
10/17/24	161402		Food			2,403.90	
101411	• Inventory - Food		Food		2,403.90		
10/17/24	161618		Food			1,224.30	
101411	• Inventory - Food		Food		1,224.30		
10/17/24	27752	Auto Check	Concessions Supply (00002860)				980.18
10/17/24	97503		Food			980.18	
101411	• Inventory - Food		Food		980.18		
10/17/24	27753	Auto Check	Doggie Style Gourmet (00002767)				4,192.14
10/17/24	3237		Third Party Sales			1,761.97	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,761.97		
10/17/24	2200		Third Party Sales			1,377.01	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,377.01		
10/17/24	1680		Third Party Sales			1,053.16	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,053.16		
10/17/24	27754	Auto Check	Enterprise Rent A Car (00002931)				130.70
10/17/24	37020689		Vehicle Rental			130.70	
104315	• Reimbursed Event Rentals		Vehicle Rental		130.70		
10/17/24	27755	Auto Check	Ferrell Gas (00002769)				1,095.62
10/17/24	1128067583		Propane			505.54	
107214	• Fuel & Vehicle Costs		Propane		252.77		
				Due To/From TRCC	252.77		
10/17/24	1127843898		Propane			577.04	
107214	• Fuel & Vehicle Costs		Propane		288.52		
				Due To/From TRCC	288.52		
10/17/24	RN10544349		Rental			13.04	
107214	• Fuel & Vehicle Costs		Rental		13.04		
10/17/24	27756	Auto Check	Gamache Landscaping, Inc. (00002798)				2,010.95
10/17/24	1552		Lawn Maintenance			2,010.95	
107213	• Grounds Repairs & Maintenance		Lawn Maintenance		2,010.95		
10/17/24	27757	Auto Check	Imagicom Yakima (00003628)				892.80
10/17/24	112075-3		TV Ads - PBR			892.80	
107402	• Event Advertising		TV Ads - PBR		892.80		
10/17/24	27758	Auto Check	Kendrick Equipment (USA) LLC (00003867)				21,850.59
10/17/24	U52168		Zamboni Repair			11,663.16	
109010	• Capital Improvements		PO4645 - Zamboni Repair		11,663.16		
10/17/24	U52167		Zamboni Repair			10,187.43	
109010	• Capital Improvements		PO4645 - Zamboni Repair		10,187.43		
10/17/24	27759	Auto Check	Kennewick Union Firefighters L-1296 (00003455)				4,501.25
10/17/24	SEPTEMBER 31, 2024		EMT Services			4,501.25	
107404	• Event Contracted Labor		EMT Services		1,040.00		
107404	• Event Contracted Labor		EMT Services		1,040.00		
107404	• Event Contracted Labor		EMT Services		520.00		
107404	• Event Contracted Labor		EMT Services		1,901.25		

10/17/24	27760	Auto Check	Lowe's Commercial Services (00002776)					1,187.89
10/17/24	998912			Zamboni Door Paint Supplies			273.28	
107201	• Tools & Supplies			PO4851 - Zamboni Door Paint Supplies		273.28		
10/17/24	978381			Batteries			57.74	
107201	• Tools & Supplies			PO4848 - Batteries		57.74		
10/17/24	990627			Supplies			339.08	
107406	• Event Supplies			PO4854 - Supplies - PBR		339.08		
10/17/24	990779			Caulk			10.30	
107406	• Event Supplies			PO4854 - Caulk - PBR		10.30		
10/17/24	994195			Tools			93.35	
107406	• Event Supplies			PO4854 - Tools - PBR		93.35		
10/17/24	994593			Saw Blades			41.28	
107201	• Tools & Supplies			PO4848 - Saw Blades		41.28		
10/17/24	996450			Supplies			3.08	
107406	• Event Supplies			PO4854 - Supplies - PBR		3.08		
10/17/24	980416			Cable Ties			41.22	
107406	• Event Supplies			PO4854 - Cable Ties		41.22		
10/17/24	973831			Tools			108.27	
107201	• Tools & Supplies			PO4892 - Tools		108.27		
10/17/24	973833			Supplies			117.11	
107201	• Tools & Supplies			PO4848 - Supplies		117.11		
10/17/24	977249			Sprayer - Ice Rink			103.18	
107201	• Tools & Supplies			Sprayer - Ice Rink		103.18		
10/17/24	27761	Auto Check	Michael Abbott (00002770)					180.00
10/17/24	448-015350			FiltaFry Fryer Service			180.00	
107508	• F&B Equipment Repairs & Maintenance			FiltaFry Fryer Service		180.00		
10/17/24	27762	Auto Check	Oxarc (00002929)					294.47
10/17/24	0061853333			CO5			294.47	
107305	• General Rental Equipment			CO5		294.47		
10/17/24	27763	Auto Check	Pitney Bowes Global Financial Services LLC (00002894)					102.43
10/17/24	3319737760			Mailstation			51.21	
107101	• Postage & Shipping			Mailstation		51.21		
					Due To/From TRCC	51.22		
10/17/24	27764	Auto Check	PNW Signs & Designs (00003161)					108.70
10/17/24	1511			Signs			108.70	
107314	• Signage Expense			Signs		108.70		
10/17/24	27765	Auto Check	Popcorn NW (00002773)					3,634.78
10/17/24	1680			Third Party Sales			784.54	
104690	• Concession Sales - Third Party Expense			Third Party Sales		784.54		
10/17/24	2200			Third Party Sales			1,098.08	
104690	• Concession Sales - Third Party Expense			Third Party Sales		1,098.08		
10/17/24	3237			Third Party Sales			1,752.16	
104690	• Concession Sales - Third Party Expense			Third Party Sales		1,752.16		
10/17/24	27766	Auto Check	Purchase Power (00002904)					244.33
10/17/24	Postage Fees - Sept			Postage Fees - Sept			122.16	
107101	• Postage & Shipping			Postage Fees - Sept		122.17		
					Due To/From TRCC	122.17		
10/17/24	27767	Auto Check	Reign Drop LLC (00003211)					1,195.92
10/17/24	S4176-24-4598			Pizza			181.65	
101411	• Inventory - Food			Pizza		181.65		
10/17/24	S4176-24-4597			Pizza			293.11	
101411	• Inventory - Food			Pizza		293.11		
10/17/24	S4176-24-4620			Pizza			68.93	
101411	• Inventory - Food			Pizza		68.93		
10/17/24	S4176-24-4617			Pizza			149.07	
101411	• Inventory - Food			Pizza		149.07		
10/17/24	S4176-24-4618			Pizza			77.79	
101411	• Inventory - Food			Pizza		77.79		
10/17/24	S4176-14-4621			Pizza			190.17	
101411	• Inventory - Food			Pizza		190.17		
10/17/24	RD-1012-BOXES			Pizza Boxes			235.20	
107510	• F&B Tools, Supplies & Equipment			Pizza Boxes		235.20		

10/17/24	27768	Auto Check	Roto-Rooter (00002782)				1,024.50
10/17/24	70774375		Plumbing Repair			1,024.50	
107212	• Building Repairs & Maintenance		PO4912 - Plumbing Repair		1,024.50		
10/17/24	27769	Auto Check	Springhill Suites of Kennewick (00002726)				440.73
10/17/24	73491		Room Rental			146.91	
104370	• Reimbursed Outside Event Expense		Room Rental: Foreigner		146.91		
10/17/24	73268		Room Rental			293.82	
104370	• Reimbursed Outside Event Expense		Room Rental: Foreigner		293.82		
10/17/24	27770	Auto Check	Stephens Media Group (00002844)				1,390.71
10/17/24	IN-1240914153		Radio Ads - PBR			584.80	
107402	• Event Advertising		Radio Ads - PBR		584.80		
10/17/24	IN-1240914152		Radio Ads - PBR			503.31	
107402	• Event Advertising		Radio Ads - PBR		503.31		
10/17/24	IN-1240914151		Radio Ads - PBR			151.30	
107402	• Event Advertising		Radio Ads - PBR		151.30		
10/17/24	IN-1240914149		Radio Ads - PBR			151.30	
107402	• Event Advertising		Radio Ads - PBR		151.30		
10/17/24	27771	Auto Check	Sunbelt Rentals, Inc. (00002783)				1,298.62
10/17/24	159654748-0001		Manlift Rentals			1,298.62	
104370	• Reimbursed Outside Event Expense		Manlift Rentals		1,298.62		
10/17/24	27772	Auto Check	Taco City (00003055)				2,846.62
10/17/24	1680		Third Party Sales			892.08	
104690	• Concession Sales - Third Party Expense		Third Party Sales		892.08		
10/17/24	2200		Third Party Sales			701.21	
104690	• Concession Sales - Third Party Expense		Third Party Sales		701.21		
10/17/24	3237		Third Party Sales			1,253.33	
104690	• Concession Sales - Third Party Expense		Third Party Sales		1,253.33		
10/17/24	27773	Auto Check	Tennant Sales and Service Company (00002967)				1,060.45
10/17/24	920755098		Scrubber Repair			1,060.45	
107211	• Equipment Repairs & Maintenance		Scrubber Repair		1,060.45		
10/17/24	27774	Auto Check	US Foods (00002786)				9,016.50
10/17/24	3079714		Food			3,656.04	
101411	• Inventory - Food		Food		3,555.99		
101415	• Inventory - Liquor		Liquor Supplies		100.05		
10/17/24	5834887		Food			2,373.66	
101411	• Inventory - Food		Food		2,373.66		
10/17/24	5834886		Food			2,976.25	
101411	• Inventory - Food		Food		2,894.21		
101415	• Inventory - Liquor		Liquor Supplies		82.04		
10/17/24	3056312		Food			10.55	
101411	• Inventory - Food		Food		10.55		
10/17/24	27775	Auto Check	VenuWorks, Inc. (00000894)				10,718.60
10/17/24	19737		Management Fee			10,718.60	
107306	• VenuWorks Management Fee		Management Fee		10,718.60		
10/17/24	27776	Auto Check	Victory Way Sports (00003164)				1,380.63
10/17/24	6270		Hockey Helmets			1,380.63	
107510	• F&B Tools, Supplies & Equipment		Hockey Helmets		1,380.63		
10/17/24	27777	Auto Check	WCP Solutions (00002788)				1,175.81
10/17/24	13816466		Janitorial Supplies			184.53	
107203	• Janitorial Supplies		PO4928 - Janitorial Supplies		184.53		
10/17/24	13816467		Janitorial Supplies			256.75	
107203	• Janitorial Supplies		PO4928 - Janitorial Supplies		256.75		
10/17/24	13816465		Janitorial Supplies			734.53	
107203	• Janitorial Supplies		PO4928 - Janitorial Supplies		734.53		
10/17/24	27778	Auto Check	Weaver Exterminating Service, Inc. (00002804)				440.23
10/17/24	28015		TA Rodent Control			154.35	
107304	• Contracted Services		TA Rodent Control		154.35		
10/17/24	28018		Rodent Control			285.88	
107304	• Contracted Services		Rodent Control		285.88		

10/17/24	27779	Auto Check	Reign Drop LLC (00003211)				114.25	114.25	114.25
10/17/24	101411	• Inventory - Food	Pizza	Pizza			114.25		
10/21/24		Wire Transfer	Professional Bull Riders, LLC (00002652)					204,710.39	204,710.39
10/21/24	102150	• PBR Settlement Sept 2024		PBR Settlement Sept 2024			204,710.39		
10/25/24		Wire Transfer	Washington State Department of Revenue (00002989)					42,472.87	42,472.87
10/25/24	102325	• TOYO B&O tax Sept 2024		TOYO B&O tax Sept 2024			17,001.85		
10/2310	102310	• Sales Tax Payable - State		TOYO B&O tax Sept 2024			17,937.90		
107603	107603	• B&O Taxes		TOYO B&O tax Sept 2024			7,533.12		
10/23/24		Wire Transfer	King Beverage (00000486)					2,981.65	2,981.65
10/23/24	101413	• 3033510 Beer	Beer	Beer			2,981.65		
10/25/24		Wire Transfer	KNDO/KNDU (00002825)					327.25	327.25
10/25/24	107402	• 227959-1 Spokane Jo Koy Ads	Spokane Jo Koy Ads	Spokane Jo Koy Ads			327.25		
10/21/24		Wire Transfer	Odom East LLC (00003343)					798.94	798.94
10/21/24	101413	• 16306127 Beer	Beer	Beer			798.94		
10/25/24		Wire Transfer	Southern Glazer's of WA (00002855)					2,441.97	2,441.97
10/25/24	101415	• 4841021 Liquor	Liquor	Liquor			2,441.97		
10/25/24	27780	Auto Check	Backstage Electric, Inc. (00002752)					14,583.44	14,583.44
10/25/24	107401	• 2808 Set up for Nodal	Set up for Nodal	Set up for Nodal			14,583.44		
10/25/24	107401	• 2823 Set Up for Jo Koy	Set Up for Jo Koy	Set Up for Jo Koy			9,213.50		
10/25/24	107401	• 2828 Set Up for Midland	Set Up for Midland	Set Up for Midland			4,919.00		
10/25/24	107401	• Outside Event Expense		Set Up for Midland			4,919.00		
10/25/24	27781	Auto Check	Benton PUD (00000121)					19,387.50	19,387.50
10/25/24	107216	• 09/08/2024-10/08/2024 Large Gen Services	Large Gen Services	Large Gen Services			19,387.50		
10/25/24	107216	• 09/08/24-10/8/24 Small Gen Services - Sign	Small Gen Services - Sign	Small Gen Services - Sign			340.92		
10/25/24	27782	Auto Check	Cascade Natural Gas (00000161)					89.11	89.11
10/25/24	107217	• 09/10/2024-10/10/2024 Gen Com Service	Gen Com Service	Gen Com Service			89.11		
10/25/24	27783	Auto Check	Cascade Natural Gas (00000161)					3,731.26	3,731.26
10/25/24	107217	• 09/10/2024-10/10/24 TA Gen Com Service	TA Gen Com Service	TA Gen Com Service			3,731.26		
10/25/24	27784	Auto Check	Ford Audio Service (00003049)					5,491.83	5,491.83
10/25/24	104370	• 3778 Racks & Stacks	Racks & Stacks	Racks & Stacks - Midland			5,491.83		
10/25/24	27785	Auto Check	Impact Lighting Systems, LLC (00003291)			VOID			0.00
10/25/24	27786	Auto Check	Paul Boskovich (00002984)					250.00	250.00
10/25/24	107404	• 24-1025365 Runner - Jo Koy	Runner - Jo Koy	Runner - Jo Koy			250.00		
10/25/24	107404	• 24-1026365 Runner - Midland	Runner - Midland	Runner - Midland			250.00		

10/25/24	27787	Auto Check	Rocky Mountain Rigging (00002781)				12,320.60
10/25/24	Joy Koy		Rigging - Jo Koy			11,095.40	
104370	• Reimbursed Outside Event Expense		Rigging - Jo Koy		11,095.40		
10/25/24	Midland 2024		Rigging for Midland			1,225.20	
104370	• Reimbursed Outside Event Expense		Rigging for Midland		1,225.20		
10/28/24		Wire Transfer	Odom East LLC (00003343)				421.00
10/28/24	16044555		Beer			421.00	
101413	• Inventory - Beer		Beer		421.00		
10/31/24		Wire Transfer	Three Rivers Convention Center (00000820)				565,214.17
10/31/24	P/R trans May to July					565,214.17	
102400	• Due To / (From) Convention Center		P/R trans May to July		565,214.17		
				Due To/From TRCC	-565,214.17		
				Due To/From TRCC	565,214.17		
10/31/24		Wire Transfer	American Payment Solutions - APS (00002969)				170.56
10/31/24	APS TOYO Fees - Oct 24		APS TOYO Fees - Oct 24			170.56	
107310	• Credit Card Fees		APS TOYO Fees - Oct 24		170.56		
10/31/24		Wire Transfer	Fintech (00003296)				24.93
10/31/24	Fintech TOYO Fees - Oct 24		Fintech TOYO Fees - Oct 24			24.93	
107514	• F&B Credit Card & Banking Fees		Fintech TOYO Fees - Oct 24		24.93		
10/31/24		Wire Transfer	Revel Systems (00003299)				2,385.53
10/31/24	Revel TOYO POS Fees - Oct 24		Revel TOYO POS Fees - Oct 24			2,385.53	
107510	• F&B Tools, Supplies & Equipment		Revel TOYO POS Fees - Oct 24		2,385.53		
10/31/24		Wire Transfer	Revel Systems (00003299)				4,244.45
10/31/24	Revel TOYO POS CC Fees -Oct 24		Revel TOYO POS CC Fees -Oct 24			4,244.45	
107514	• F&B Credit Card & Banking Fees		Revel TOYO POS CC Fees -Oct 24		4,244.45		
10/28/24	27788	Auto Check	Impact Lighting Systems, LLC (00003291)				8,875.36
10/28/24	Midland Lighting		Lighting - Midland			8,875.36	
104370	• Reimbursed Outside Event Expense		Lighting - Midland		8,875.36		
10/28/24	27789	Auto Check	Carmen Contreras (00002762)				1,146.02
10/28/24	1680		Third Party Sales			330.53	
104690	• Concession Sales - Third Party Expense		Third Party Sales		330.53		
10/28/24	2200		Third Party Sales			338.64	
104690	• Concession Sales - Third Party Expense		Third Party Sales		338.64		
10/28/24	3237		Third Party Sales			476.85	
104690	Concession Sales - Third Party Expense		Third Party Sales		476.85		

Total Paid: 1,382,943.74

TOYO Sterling Box Office Account

10/31/24		Wire Transfer	American Express Card Processing (00003298)				60.74
10/31/24	Box Office Amex Fees - Oct 24		Box Office Amex Fees - Oct 24			60.74	
107310	• Credit Card Fees		Box Office Amex Fees - Oct 24				
				Credit Card Fees	60.74		

Total Paid - TOYO Box Office: 60.74

Total Paid: 1,383,004.48

I, Jessica Platt, 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.



Jessica Platt, Finance Director

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

Check numbers 27697-27789	\$	351,306.68
Electronic transfers - Operations		1,031,697.80

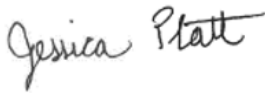
Total	\$	1,383,004.48
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Council Agenda Coversheet	Item Number: 4.c. Date: 12/3/2024 Item Type: General Business Item	Category:
	Subject: Claims Roster: Columbia Park Golf Course Account Department: Finance	
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for October 2024. <u>Motion for Consideration</u> Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2024 in the amount of \$43,554.99, comprised of check numbers 2892-2907 in the amount of \$6,180.06 and electronic transfers in the amount of \$37,374.93 <u>Summary</u> None <u>Alternatives</u> None <u>Fiscal Impact</u> \$43,554.99		
<u>Attachments:</u> 1. Claims Roster		

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
OCTOBER 2024

Check Number	Vendor Check Name	Check Date	Amount	System
NATIONWIDE 1024	NATIONWIDE	10/2/2024	\$515.16	EFT
ADPTS 3864584	ADP TOTAL SOURCE (AUTOPAY)	10/11/2024	\$2,117.83	EFT
2838	KENNEWICK GOLF CORPORATION	10/7/2024	\$5,259.60	EFT
2839	YELP	10/7/2024	\$40.00	EFT
2840	ADP SCREEN ING & SELECTION	10/7/2024	\$109.42	EFT
2841	COLUMBIA POINT GOLF COURSE	10/7/2024	\$384.60	EFT
A00002892	ACUSHNET	10/7/2024	\$906.10	Check
A00002893	CINTAS CORPORATION	10/7/2024	\$145.51	Check
A00002894	COLEMAN OIL COMPANY	10/7/2024	\$487.15	Check
A00002895	FOREUP GOLF SOFTWARE	10/7/2024	\$473.82	Check
A00002896	NORTHWEST GOLF CARS	10/7/2024	\$488.73	Check
A00002897	PEPSI-COLA BOTTLING OF PASCO	10/7/2024	\$288.78	Check
A00002898	SIMPLOT TURF & HORTICULTURE PORTLAND	10/7/2024	\$842.43	Check
A00002899	TRACER GOLF ACCESSORIES	10/7/2024	\$479.49	Check
A00002900	CASTLE ROCK SOLUTIONS	10/22/2024	\$114.40	Check
A00002901	CITY OF KENNEWICK	10/22/2024	\$370.50	Check
A00002902	CO-ENERGY	10/22/2024	\$355.72	Check
A00002903	COLEMAN OIL COMPANY	10/22/2024	\$649.79	Check
A00002904	PEPSI-COLA BOTTLING OF PASCO	10/22/2024	\$142.67	Check
A00002905	POINTE PEST CONTROL	10/22/2024	\$179.36	Check
A00002906	TURF STAR	10/22/2024	\$130.61	Check
A00002907	WAMBEKE WINDOW WASHING	10/22/2024	\$125.00	Check
WA DOR 0042996927	WASHINGTON STATE DEPARTMENT OF REVENUE	10/25/2024	\$6,304.24	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/4/2024	\$9,064.62	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/18/2024	\$8,405.67	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	10/31/2024	\$3,541.83	EFT
Bank Deduction	MERCHANT SERVICES	10/1/2024	\$1,602.95	EFT
Bank Deduction	US Bank	10/15/2024	\$29.01	EFT
			\$43,554.99	

I, Jessica Platt, 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.



Jessica Platt, Finance Director

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

Check numbers 2892-2907	\$	6,180.06
Electronic transfers	\$	37,374.93
Total	\$	<u>43,554.99</u>

Vendor Name	Check Dated	Amount	Debit	Credit
NATIONWIDE	10/2/2024		\$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)	10/11/2024		\$2,117.83	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$2,117.83
PURCH	50800-060-244-00	HEALTH BENEFITS	\$2,117.83	
KENNEWICK GOLF CORPORATION	10/7/2024		\$5,259.60	
PAY	20005-000-244-00	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	
YELP	10/7/2024		\$40.00	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
ADP SCREENING & SELECTION	10/7/2024		\$109.42	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$109.42
PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$109.42	
COLUMBIA POINT GOLF COURSE	10/7/2024		\$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	
ACUSHNET	10/7/2024		\$906.10	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$906.10
PURCH	51900-080-244-00	CONTRACT SERVICES	\$906.10	
CINTAS CORPORATION	10/7/2024		\$145.51	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$145.51
PURCH	51900-060-244-00	CONTRACT SERVICES	\$58.41	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$87.10	
COLEMAN OIL COMPANY	10/7/2024		\$487.15	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$487.15
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$85.50	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$401.65	
FOREUP GOLF SOFTWARE	10/7/2024		\$473.82	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$473.82
PURCH	51900-050-244-00	CONTRACT SERVICES	\$473.82	
NORTHWEST GOLF CARS	10/7/2024		\$488.73	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$488.73
PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR	\$488.73	
PEPSI COLA BOTTLING CO. OF PASCO	10/7/2024		\$288.78	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$288.78
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$227.70	
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$50.65	
PURCH	51900-060-244-00	CONTRACT SERVICES	\$10.43	
SIMPLOT TURF & HORTICULTURE PORTLAND	10/7/2024		\$842.43	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$842.43
PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS	\$842.43	
TRACER GOLF ACCESSORIES	10/7/2024		\$479.49	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$479.49
PURCH	47150-050-244-00	COGS MERCHANDISE	\$479.49	
CASTLE ROCK SOLUTIONS	10/22/2024		\$114.40	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$114.40
PURCH	51900-050-244-00	CONTRACT SERVICES	\$114.40	

Vendor Name	Check Dated	Amount	Debit	Credit
CITY OF KENNEWICK	10/22/2024		\$370.50	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$370.50
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$38.39	
PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$332.11	
CO-ENERGY	10/22/2024		\$355.72	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$355.72
PURCH	58100-060-244-00	EQUIPMENT PARTS	\$355.72	
COLEMAN OIL COMPANY	10/22/2024		\$649.79	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$649.79
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$200.00	
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$449.79	
PEPSI COLA BOTTLING CO. OF PASCO	10/22/2024		\$142.67	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$142.67
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$118.47	
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$24.20	
POINTE PEST CONTROL	10/22/2024		\$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	
TURF STAR	10/22/2024		\$130.61	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$130.61
PURCH	58100-060-244-00	EQUIPMENT PARTS	\$130.61	
WAMBEKE WINDOW WASHING	10/22/2024		\$125.00	
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$125.00
PURCH	51900-080-244-00	CONTRACT SERVICES	\$125.00	
WASHINGTON STATE DEPARTMENT OF REVENUE	10/25/2024		\$6,304.24	
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$6,304.24
PURCH	20300-000-244-00	SALES TAX PAYABLE	\$4,437.36	
PURCH	91101-000-244-00	OTHER STATE TAX	\$1,866.88	
ADP TOTAL SOURCE (AUTOPAY)	10/4/2024		\$9,064.62	
PAY	50000-000-244-00	TEMPORARY ACCT		\$9,064.62
PURCH	48100-050-244-00	INSTRUCTION	\$42.50	
PURCH	50200-050-244-00	HOURLY WAGES	\$4,461.20	
PURCH	50200-060-244-00	HOURLY WAGES	\$3,576.75	
PURCH	50400-050-244-00	SALES COMMISSIONS	\$140.00	
PURCH	50800-060-244-00	HEALTH BENEFITS		\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$709.02	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$506.48	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$24.83	
ADP TOTAL SOURCE (AUTOPAY)	10/18/2024		\$8,405.67	
PAY	50000-000-244-00	TEMPORARY ACCT		\$8,405.67
PURCH	50200-050-244-00	HOURLY WAGES	\$3,713.30	
PURCH	50200-060-244-00	HOURLY WAGES	\$3,673.01	
PURCH	50400-050-244-00	SALES COMMISSIONS	\$150.00	
PURCH	50800-060-244-00	HEALTH BENEFITS		\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$684.74	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$514.31	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$38.78	
PURCH	52100-050-244-00	CELL PHONE	\$27.69	

Vendor Name	Check Dated	Amount	Debit	Credit
ELAN (MONTHLY CREDIT CARD CHARGES)	10/31/2024		\$3,541.83	
PAY	50000-000-244-00	TEMPORARY ACCT		\$3,541.83
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$75.96	
PURCH	51500-050-244-00	TRAVEL LODGING & ENTERTAINMENT	\$35.00	
PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT	\$1,081.43	
PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT	\$1,350.60	
PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$100.00	
PURCH	52500-070-244-00	OFFICE SUPPLIES	\$62.59	
PURCH	52500-080-244-00	OFFICE SUPPLIES	\$46.50	
PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$67.66	
PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$106.36	
PURCH	53200-080-244-00	PROMO & ENTER	\$89.45	
PURCH	53300-050-244-00	DECORATIONS	\$38.87	
PURCH	53500-080-244-00	LICENSES & FEES	\$70.00	
PURCH	54600-080-244-00	MINOR FF&E	\$128.24	
PURCH	55200-050-244-00	IRRIGATION MISCELLANEOUS	\$14.91	
PURCH	58100-060-244-00	EQUIPMENT PARTS	\$131.61	
PURCH	58300-050-244-00	FUEL & OIL GOLF	\$142.65	
MERCHANT SERVICES	10/1/2024		\$1,602.95	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$1,602.95
PURCH	54000-080-244-00	BANK CHARGES	\$1,602.95	
US Bank	10/15/2024		\$29.01	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$29.01
PURCH	54000-080-244-00	BANK CHARGES	\$29.01	

Council Agenda Coversheet	Item Number: 4.d. Item Type: General Business Item Subject: Payroll Roster: For the Pay Period Ending 11/15/2024 Department: Finance Date: 12/3/2024	Category: Consent Agenda
	<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 11/15/2024. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 11/15/2024 Total: \$2,688,430.17 <u>Attachments:</u> 1. Roster	

Payroll Roster for Pay Period Ending 11/15/2024

All Departments:

City Attorney	28,851.01
City Council	5,202.50
City Manager	13,236.12
Civil Service	2,884.70
Community Planning	20,266.33
Economic Development	7,391.20
Engineering	58,304.13
Finance	56,588.75
Fire	116,076.16
Human Resources	19,060.94
Management Services	95,617.04
Non-Departmental	1,465.20
Parks, Recreation & Facilities	120,054.85
Police	535,217.86

Subtotal - General Fund 1,080,216.79

BI-PIN	14,985.45
Building Safety	52,434.49
Community Development	3,428.90
Criminal Justice	88,610.37
Equipment Rental	14,294.53
Medical Services	445,915.74
Risk Management	4,102.07
Stormwater	24,891.79
Street	36,006.14
Water & Sewer	141,777.14

Subtotal - Other Funds 826,446.62

Total Salaries and Wages 1,906,663.41

Benefits

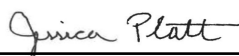
Dental Insurance	25,785.73
DRS Retirement	132,533.56
Employee Assistance Program	51.62
Life Insurance	5,245.50
Long-Term Disability Insurance	6,539.47
Medical Expense Reimbursement Plan	3,225.00
Medical Insurance	346,239.79
Medicare	27,293.65
MissionSquare Deferred Compensation	87,076.04
Social Security (OASDI)	82,173.52
Vision Insurance	3,556.60
WA Paid Family & Medical Leave	3,912.49
Worker's Compensation Insurance	58,133.79

Total Benefits 781,766.76

Grand Total \$2,688,430.17

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,688,430.17 comprised of check numbers 77572 through 77577 and direct deposit numbers 229730 through 230170.

Approved for payment:



Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.e. Date: 12/3/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Approval of 2025 Lodging Tax Advisory Committee (LTAC) Recommendations Department: Finance	
<u>Recommendation</u> Staff recommends the approval of the 2025 lodging tax funding recommendations from the City's Lodging Tax Advisory Committee (LTAC). <u>Motion for Consideration</u> Motion to approve the 2025 lodging tax funding recommendations as submitted by the City's Lodging Tax Advisory Committee (LTAC). <u>Summary</u> During 2013, legislation was adopted by the State that made permanent several provisions of previous legislation that had temporarily provided more flexibility in the use of lodging tax proceeds. In addition, the new legislation also expanded reporting requirements for lodging tax applicants and the role of the City's LTAC. Applicants are now required to complete an application packet that includes estimates on the number of people that will stay in Kennewick overnight, travel over 50 miles or more, or come from another state or country, as the result of the event or activity requesting funding. The City's LTAC then makes a recommendation to the City Council on a list of candidates to receive funding, including the amount recommended for each applicant. Based on this recommendation, City Council has the authority to make a final determination on funding. City Council can only approve funding for applicants from the LTAC's recommended list and at the amount recommended for each applicant, but may choose to fund all, some, or none of the applicants. The City of Kennewick's LTAC met on Thursday, October 24, 2024, to discuss applications for 2025 lodging tax funding and unanimously recommended the following items for funding: Washington State Golf Association, dba Washington Golf - Washington Men's Four-Ball and Senior Men's Four-Ball Championship: \$10,000 City of Kennewick - Southridge Sports & Events: Complex Pavilion Improvements: \$20,256 Visit Tri-Cities: Tourism Promotion Contract: \$299,000 City of Kennewick (Toyota Center & Arena): 2025 Operations and Capital Improvements:\$800,000 City of Kennewick (Toyota Center & Arena): Resolving a cash flow deficit: \$172,000 <u>Alternatives</u> None recommended. Under state law, City Council can choose to approve funding awards to all, some, or none of the candidates recommended by the LTAC. Candidates receiving awards must receive the amount recommended by the LTAC. <u>Fiscal Impact</u> The recommended award from the City's LTAC for 2025 totals \$1,301,256, which will be funded with projected lodging tax revenue for 2025. City lodging tax revenue is projected to increase 2% in 2025 compared to the prior year, which would equate to roughly \$1,508,000 in collections. The projected lodging tax revenue and recommendations for 2025 would allow for an increase to the City's Lodging Tax Fund reserve balance in the amount of \$206,744, which could be used for other eligible projects in the future.		
<u>Attachments:</u> 1. LTAC Draft Minutes 2. Washington State Golf Assn 3. Southridge - Numerica Pavilion		

- | | |
|----|--------------------------------------|
| 4. | Visit Tri-Cities |
| 5. | Toyota Center & Arena - Primary |
| 6. | Toyota Center & Arena - Supplemental |

**CITY OF KENNEWICK
LODGING TAX ADVISORY COMMITTEE MEETING
CASCADE CONFERENCE ROOM – CITY HALL
October 24, 2024**

Lodging Tax Advisory Committee Members *(present unless noted otherwise):*

Jim Millbauer, *Chair, Councilmember*

Gretchen Guerrero, *Member*

Corey Pearson, *Member*

Mike Brown, *Member*

Gabi Lopez Guerrero, *Member, Absent with Advance Notice*

City Staff Present:

Lisa Beaton, *Deputy City Manager*

Jessica Platt, *Finance Director*

Krystal Townsend, *City Clerk*

1. **CALL TO ORDER:** Councilmember Millbauer called the meeting to order at 2:01 p.m. Ms. Townsend conducted a roll call and announced all members were present with the exception of Gabi Lopez Guerrero who had given notice she would likely not attend; a quorum was established.
VISITORS/PUBLIC COMMENT: None present.
2. **MEETING MINUTES - OCTOBER 5, 2023**

MOTION:	Corey Pearson moved to approve the minutes as presented.
SECOND:	Gretchen Guerrero
DISCUSSION:	None.
VOTE:	The motion passed unanimously (4-0).

3. **LTAC OVERVIEW AND FINANCIAL REPORT:** Ms. Townsend explained the financial report did not accurately reflect the amounts requested on the application. Ms. Townsend distributed a corrected expenditures calculation and described several corrections.

First, the \$400,000 listed for the Toyota Center Operations request should have been \$450,000 as requested in the application.

Next, the Toyota Center submitted an application for \$172,000 distributed in the packet as item 5 - Kennewick – Toyota Center & Arena – Supplemental; this was unlisted in the report and coversheet narrative.

Finally, the Washington State Golf Association event was included in the financial memo, but not the financial history report.

Together, these changes represent \$232,000 more than described in the original Lodging Tax Fund Financial History Report.

Ms. Townsend advised the financial report and staff memo are non-binding and that members should rely only upon the applications submitted.

Ms. Platt provided a detailed report of the expenditures from the last funding cycle together with 2025 anticipated revenue and estimated ending fund balances/reserves. She affirmed the

estimated ending reserve balance exceeds the minimum amount required by law. No action was required or requested.

4. **APPLICATIONS FOR CONSIDERATION:** Ms. Townsend explained the application deadline was revised to provide three additional days to ensure no applications were sent to an inactive email address or desk. The revised date was advertised on the website. Ms. Townsend affirmed all applications were submitted on or before the revised deadline and stated state law requires 45 days between submission of applications to the LTAC members and final Council action. She explained Council would take action on December 3, 2024; 48 days after LTAC members received the meeting packet and applications.

LTAC members asked if it is a conflict of interest for applicants to vote on their own applications. Ms. Townsend stated the committee is established by state law and requires the appointment of two people from the hotel/motel industry and two from eligible recipients. All members are eligible to vote on the recommendation; City Council makes the final determination. Ms. Beaton concurred.

LTAC members reviewed the applications and took the following action:

APPLICATION #1 – Washington State Golf Association - \$10,000

MOTION:	Mike Brown moved to approve the funding application for the Washington State Golf Association in the amount of \$10,000.
SECOND:	Corey Pearson.
DISCUSSION:	Members briefly discussed the number of attendees versus the LTAC funds requested.
VOTE:	The motion passed unanimously (4-0).

APPLICATION #2 – City of Kennewick - Southridge Sports Complex - \$20,256

MOTION:	Mike Brown moved to approve the funding application for the Southridge Sports Complex in the amount of \$20,256.
SECOND:	Corey Pearson.
DISCUSSION:	Members spoke in support of the application and improvements to the complex.
VOTE:	The motion passed unanimously (4-0).

APPLICATION #3 – Visit Tri-Cities - \$299,000

MOTION:	Mike Brown moved to approve the funding application for Visit Tri-Cities in the amount of \$299,000.
SECOND:	Corey Pearson.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (4-0).

After the vote, members inquired whether the LTAC award or the contract language controlled if additional funds are required. Ms. Beaton will research the matter if the situation arises and provide a recommendation.

DRAFT VERSION FOR FUTURE CONSIDERATION

APPLICATION #4 – City of Kennewick – Toyota Center - \$800,000

MOTION:	Mike Brown moved to approve the funding application for the Toyota Center in the amount of \$800,000.
SECOND:	Gretchen Guerrero.
DISCUSSION:	Members asked Mr. Pearson clarifying questions about the capital projects; Mr. Pearson described several necessary improvements.
VOTE:	The motion passed unanimously (4-0).

APPLICATION #5 – City of Kennewick – Toyota Center - \$172,000

MOTION:	Mike Brown moved to approve the funding application for the Toyota Center in the amount of \$172,000.
SECOND:	Gretchen Guerrero.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (4-0).

5. **ADJOURNMENT:** There being no further business, Councilmember Millbauer concluded the meeting at 2:26 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

CLERK'S NOTICE: *The minutes will not be approved until the next LTAC meeting which is anticipated no sooner than October 2025. Therefore, the draft minutes will be published to the meeting portal October 28, 2024 to provide the public with a general overview of the proceedings.*

Applicant Information			
Organization/Individual ☐ Public ☐ Other ☒ Non Profit ☐ Private ☐ Individual			
Name Washington State Golf Association, dba; Washington Golf			
Address 3401 South 19th Street, Suite 200			
City Tacoma	State WA	Zip 98405	Email nschroeder@wagolf.org
Contact Person			
Name Nate Schroeder			
Title Director of Championships & Golf Operations			Phone (253)214-2923
Project Information			
Title and brief description of project:			
Washington Men's Four-ball and Senior Men's Four-Ball Championship May 22-23,2025 144 Total Players Canyon Lakes Golf Course in Kennewick is hosting the 2025 Washington State Men's Four-Ball and Senior Four-Ball Championship. This championship is a two day championship that attracts the 72 best two-person teams from across the state of Washington and Northern Idaho. Additionally, 2-4 WA Golf Staff members and approximately a dozen volunteers will be conducting the championship. Players in this event often time travel with family and/or bring a caddie to this event. Total amount of people linked to this event can reach up to approximately 200 people.			
Geographic area served by this project State of Washington & Northern Idaho			Number of people served by this project: 200
2025	Amount requested from City of Kennewick \$10,000	Total project cost: \$ 40,896.40	Date of project: From 5/22/25 to 5/23/25

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
Future entry fees collected by WA Golf	31,380

List any other sources of funding you have applied for:

Source	Amount	Status
N/A		

Identify the specific tourism audience/market located more than 50 miles from Kennewick that your organization will target with these funds.

We are targeting highly skilled and avid golfers from across the State of Washington and Northern Idaho. Our audience is willing to travel for golf with a majority of players traveling from the greater Seattle area. Because of the location of the event, we expect a higher participation from players in regional markets such as Yakima, Wenatchee, Spokane, Walla Walla, and Lewiston/Clarkston.

State law RCW 67.28 requires organizations to provide estimates of potential economic impact. In addition, *the City requires you to provide a brief description of how you calculated the estimates*. The estimates are specifically for the event, activity or facility for which you are requesting funding.

1. An estimate of the number of people who will stay overnight in paid accommodations (hotels, motels and retreat centers) in the City of Kennewick 130; and outside the City of Kennewick 30. How did you calculate these numbers?

Calculations were made based off of past championships

2. An estimate of the number of people who will travel 50 miles or more for the day (not staying overnight): 10. How did you calculate these numbers?

Calculations were made based off of past championships. We anticipate there may be a few teams who will commute each day from the Yakima or Walla Walla but with this championship being multiple days, this number could be as low as 0.

3. An estimate of the number of people who will travel 50 miles or more and stay overnight (whether in paid accommodations or not): 160

How did you estimate these numbers?

Calculations were made based off of past championships

4. An estimate of the number of people who will travel from another state or country:
40

How did you calculate these numbers?

Calculations were made based off of past championships

5. Is there any other information you wish to add:

This will be the 68th edition of the regional golf championship. We see a high demand year in and year out for this event and our players have shown a willingness to travel wherever it is held. Full fields for this event have been achieved within the last ten years in the following cities: Blaine, Pullman, Orondo, Walla Walla, and Spokane.

Certification: The applicant hereby certifies and affirms that, during the performance of any event/activity/project arising from this application, he/she will provide equal opportunity and access regardless of race, religion, creed, color, national origin, age, sexual orientation, disabled veteran status, veteran status, physical, mental or sensory disability and further certifies and affirms that he/she will abide by all applicable local, State of Washington and federal laws and regulations.

The applicant agrees to provide updated post-event information originally estimated on this page within 30 days after the event/activity/project has occurred.

Signatures



Date

9/19/2024

Date

2025 Washington Men's Four-Ball Championship Budget

Site:	Canyon Lakes GC			
Dates:	May 22-23			
Entry Fee	\$440.00			
Field Limit	144			
PROJECTED INCOME				
Entry Fees (Super Senior)	12	@	\$440.00	\$5,280.00
Entry Fees (Senior)	24	@	\$440.00	\$10,560.00
Entry Fees (Amateur)	36	@	\$440.00	\$15,840.00
	Total Projected Income:			\$31,680.00
PROJECTED EXPENSES				
ADMINISTRATIVE				
Printing				
Misc.				\$100.00
Online Entries			3%	\$950.40
Administrative Fee			20%	\$6,336.00
	Total Administrative Expense:			\$7,386.40
PRIZES				
Crystal	1	@	\$1,000.00	\$1,000.00
Merchandise	1	@	\$7,250.00	\$7,250.00
Champ of Champs Fee	4	@	\$150.00	\$600.00
Host Club Award	1	@	\$300.00	\$300.00
Tee Prizes	144	@	\$35.00	\$5,040.00
Eagle Awards	10	@	\$35.00	\$350.00
Hole-in-One Awards	1	@	\$100.00	\$100.00
USGA Rule Book	0	@	\$0.25	\$0.00
Poker Chips	0	@	\$0.60	\$0.00
Bag Tags	0	@	\$1.00	\$0.00
	Total Prize Expense:			\$14,640.00
FOOD AND BEVERAGE				
Player Lunch	0	@	\$0.00	\$0.00
Bottled Water				\$500.00
Fresh Fruit				\$0.00
	Total F/B Expense:			\$500.00
CLUB EXPENSES				
Course Usage Fee	1	@	\$16,750.00	\$16,750.00
Range/Outside Gratuity	0	@	\$0.00	\$0.00
Rules/Marshal Cart Fees	0	@	\$0.00	\$0.00
Maintance Crew Hats	15	@	\$8.00	\$120.00
Maintance Crew Lunch	15	@	\$20.00	\$300.00
	Total Club Expense:			\$17,170.00
WORKER'S EXPENSE				
Volunteers				
Food and Beverage	30	@	\$30.00	\$900.00
	Total Workers Expense:			\$900.00
MISC. EXPENSES				
Misc.				\$300.00
	Total Misc. Expense:			\$300.00
	TOTAL EXPENSES			\$40,896.40
	NET PROFIT (LOSS)			(\$9,216.40)

Applicant InformationOrganization/Individual ☐ Public ☐ Other ☐ Non Profit ☐ Private ☐ Individual

Name

Address

City

State

Zip

Email

Contact Person

Name

Title

Phone

Project Information

Title and brief description of project:

Geographic area served by this project

Number of people served
by this project:

2025

Amount requested from City of
KennewickTotal project cost:
\$Date of project:
From to

FUNDING SOURCES FOR THIS PROJECT	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
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25	26
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31	32
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67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

List all firm commitments to date to fund this project:

Source	Amount

List any other sources of funding you have applied for:

Source	Amount	Status

Identify the specific tourism audience/market located more than 50 miles from Kennewick that your organization will target with these funds.

[illegible]

State law RCW 67.28 requires organizations to provide estimates of potential economic impact. In addition, *the City requires you to provide a brief description of how you calculated the estimates*. The estimates are specifically for the event, activity or facility for which you are requesting funding.

1. An estimate of the number of people who will stay overnight in paid accommodations (hotels, motels and retreat centers) in the City of Kennewick _____; and outside the City of Kennewick _____. How did you calculate these numbers?

2. An estimate of the number of people who will travel 50 miles or more for the day (not staying overnight): _____. How did you calculate these numbers?

3. An estimate of the number of people who will travel 50 miles or more and stay overnight (whether in paid accommodations or not): _____
How did you estimate these numbers?

4. An estimate of the number of people who will travel from another state or country: _____
How did you calculate these numbers?

5. Is there any other information you wish to add:

Signatures

	Date
	Date



7130 W. Grandridge Blvd., Suite B
Kennewick, WA 99336
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

September 25, 2024

Mr. Dan Legard
City of Kennewick
P.O. Box 6108
Kennewick, WA 99336

SUBJECT: Visit Tri-Cities 2025 Hotel/Motel Tax Fund Application

Dear Mr. Legard:

We appreciate the opportunity to again submit an application for lodging tax to support our efforts to market Kennewick and the entire region as a premier travel destination. The City of Kennewick and Visit Tri-Cities have a signed agreement for the promotion of tourism that was approved by the Kennewick City Council and the Kennewick Lodging Tax Advisory Committee (LTAC). The agreement went into effect on January 1, 2021 and will expire on December 31, 2025. The Cities of Pasco and Richland also have the same agreements established. In order to remain compliant with HB 1253, enclosed is Visit Tri-Cities' 2025 Hotel/Motel Tax Fund Application for the LTAC to review.

By investing lodging tax dollars with Visit Tri-Cities, the City of Kennewick supports a multi-faceted approach to marketing the city to visitors, business investors and those looking to relocate. The enclosed application outlines the deliverables and services provided as outlined in the contract.

If you would like any additional copies of the application or if I can answer any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Lewis".

Kevin Lewis
President & CEO

Enclosures





CITY OF KENNEWICK 2025 LODGING TAX FUNDING APPLICATION

Instructions

1. Please type or print.
2. Answer each question within the space provided.
3. Attach a detailed budget for the project including projected revenues, expenditures, etc.
4. Sign and date the application.
5. Please send the completed application **by September 27, 2024, 4:00 pm** to:

**Dan Legard, Finance Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336**

Eligible activities/projects, as defined in Washington State laws.

*RCW 67.28.080 (5) Tourism
RCW 67.28.080 (6) Tourism Promotion
RCW 67.28.080 (7) Tourism-related facility*

Allowable Uses, as per Sec. 1 RCW 67.28.1816 AND 2008 c 28 s 1:

Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitor's bureau or destination marketing organization for:

- a) Tourism marketing;
- b) The marketing and operations of special events and festivals designed to attract tourists;
- c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 c (3) and 26 U.S.C. Sec. 501c (6) of the internal revenue code of 1986, as amended.

Applicant InformationOrganization/Individual ☐ Public ☐ Other ☐ Non Profit ☐ Private ☐ Individual

Name

Address

City

State

Zip

Email

Contact Person

Name

Title

Phone

Project Information

Title and brief description of project:

Geographic area served by this project

Number of people served
by this project:

2025

Amount requested from City of
KennewickTotal project cost:
\$Date of project:
From to

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount

*Actual revenues to be calculated using a 5-year average as per the contract.

**Estimated budget for 2024 which will be approved by the Visit Tri-Cities Board of Directors in December of 2024.

List any other sources of funding you have applied for:

Source	Amount	Status

Identify the specific tourism audience/market located more than 50 miles from Kennewick that your organization will target with these funds.

State law RCW 67.28 requires organizations to provide estimates of potential economic impact. In addition, *the City requires you to provide a brief description of how you calculated the estimates.* The estimates are specifically for the event, activity or facility for which you are requesting funding.

1. An estimate of the number of people who will stay overnight in paid accommodations (hotels, motels and retreat centers) in the City of Kennewick _____; and outside the City of Kennewick _____. How did you calculate these numbers?

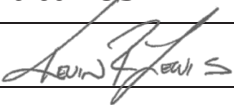
2. An estimate of the number of people who will travel 50 miles or more for the day (not staying overnight): _____. How did you calculate these numbers?

3. An estimate of the number of people who will travel 50 miles or more and stay overnight (whether in paid accommodations or not): _____
How did you estimate these numbers?

4. An estimate of the number of people who will travel from another state or country: _____
How did you calculate these numbers?

5. Is there any other information you wish to add:

Signatures



Date

Date

2023 Visitor Spending Benton County

Impact Type	Benton County (\$millions)
Accommodations	\$100.2
Food & Beverage	\$93.6
Retail	\$107.2
Recreation	\$73.3
Transportation	\$78.5
Total Visitor Spending	\$452.8

*Source: Tourism Economics
Published: May 2024*

Visit Tri-Cities 2024 Lodging Tax Annual Budget

REVENUE		
3050	City of Kennewick	284,375
3055	City of Pasco	182,412
3060	City of Richland	313,500
	CITY TOTALS	\$ 780,287

EXPENSES		
5010	Salaries	\$ 295,000
5012	401K	\$ 14,750
5015	Health Insurance	\$ 37,896
5030	Payroll Taxes	\$ 30,000
5035	Accounting	\$ 21,363
5050	Telephone	\$ 6,600
5060	Office Expenses	\$ 10,000
5070	Office Insurance	\$ 4,000
5080	Postage	\$ 1,700
5090	Equipment Upkeep	\$ 8,800
5092	Vehicle Expense	\$ 1,700
5095	Capital Exp.	\$ 8,000
5105	Legal/Professional	\$ 2,000
5110	Dues & Subscriptions	\$ 31,424
5112	Platform Fees	\$ 8,000
5115	Comp./Software Lic. Fee	\$ 6,000
5185	Visitor Center	\$ 2,000
5200	Tourism Development	\$ 44,000
5230	Staff Development/Training	\$ 4,000
5290	Advertising	\$ 237,054
5315	Travel / Expenses	\$ 6,000
	TOTAL EXPENSES	\$ 780,287

ANNUAL REPORT

2023

A MESSAGE FROM THE PRESIDENT & CEO AND THE CHAIR OF THE BOARD

Dear Tourism Partners,

It's exciting to feel the energy of our team as they enthusiastically work to fuel transformational growth in the Tri-Cities through tourism. 2023 was a year of significant transition. With the support of dedicated partners and community leaders, we called on our leadership team to maintain essential functions while building a platform for greater success. I'm pleased to report we accomplished those objectives, and we're excited to share some exciting opportunities ahead.

Visitors spend nearly \$600 million in the Tri-Cities each year. That spending creates more than 5,700 jobs in the area and generates more than \$74 million in local tax revenue. Nationally, travel demand was weaker in 2023 with seven straight months of decline. Although hotel occupancy was essentially flat in the Tri-Cities, rising just 0.9% in 2023, average hotel rates were up 7.4% (almost twice the national average). The Tri-Cities saw a 2.5% increase in total visitor trips, the number of new visitors to the area rose nearly 9.2%, and hotel tax revenues increased by \$161,436. In 2023, year-over-year increases in average daily rate and revenue per available room in the Tri-Cities were among the highest in the state.

In recent months, consumer confidence has risen due to slower inflation and anticipation of lower interest rates ahead. Travel sentiment seems to be improving as well. In the Q4 our sales teams capitalized on some significant opportunities to increase our projected hotel group revenues by 57%.

In 2023 we were thrilled to be selected as host for two new signature events coming in 2024: The inaugural IRONMAN 70.3 Washington Tri-Cities race, and the National Horseshoe Pitcher's World Tournament. In addition to bringing millions in outside revenue into our economy, these events will bolster workforce recruitment and business development by showcasing the destination to a global audience of active, successful people. With IRONMAN, our communities are now connected to one of the most globally recognized endurance and lifestyle brands.

One of the most significant team accomplishments in 2023 is the evolution of our messaging strategy. We've refined our Vision and Mission statements and restructured all of our strategic messaging to enhance our brand position. This messaging strategy provides a foundation to authentically celebrate the key destination drivers that make our communities distinct. Every potential visitor is on a path of discovery and our goal is to meet them where they are on the path and lead them down the decision-making funnel to discover why this destination is such a great fit. In 2024, our messaging will focus on the five key experience categories that we've identified as the true drivers of visitation. Internally, our efforts will align with five strategic pillars that support the foundation and purpose of our organization.

As our team embraces the essence of our Vision and Mission statements and works to accomplish our strategic objectives, we are excited to push the boundaries a bit. With creative marketing initiatives, new signature events, and community collaboration, we'll meet potential visitors on the path of discovery and invite them to celebrate with us. It is rewarding to collaborate with the forward-thinking leaders in our communities to facilitate such positive influence in the area. We're definitely enthusiastic about the transformational impacts in store.



Kevin Lewis

Kevin Lewis
President & CEO
Visit Tri-Cities



Buck Taft

Buck Taft
Chair of the Board
Visit Tri-Cities

OUR VISION & MISSION

OUR VISION

Inspire, reward, and celebrate the spirit of exploration and discovery.

OUR MISSION

Fuel transformational growth in the Tri-Cities through tourism.

OUR DESTINATION DRIVERS



These are the key experiences that authentically define and celebrate the unique aspects of the destination. As we focus on these core experiences, we elevate the destination brand and guide visitors to the experiences they are seeking.

OUR STRATEGIC PILLARS



TOURISM ECONOMIC IMPACT

Tourism in the Tri-Cities generates employment opportunities, visitor expenditures, and tax revenues that positively impact the city and its residents.

DIRECT SPENDING creates a positive economic cycle that begins as visitors bring money into the local economy from outside the area. Millions of dollars are infused into our communities directly through visitor spending. These dollars ignite a flame that fuels additional positive economic impacts.

INDIRECT IMPACTS come from labor income, suppliers and support businesses, construction, engineering, and other professional services that support the hospitality industry.

INDUCED IMPACTS are derived through employee spending, business output, new business development, and enhancements to the quality of life through development of visitor related attractions and services.

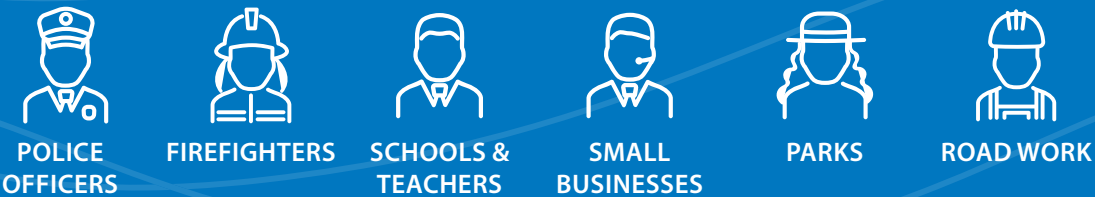
TAX REVENUES from each of these revenue sources support local services and provide tax relief to residents.

Tourism saved each household **\$581** in annual taxes

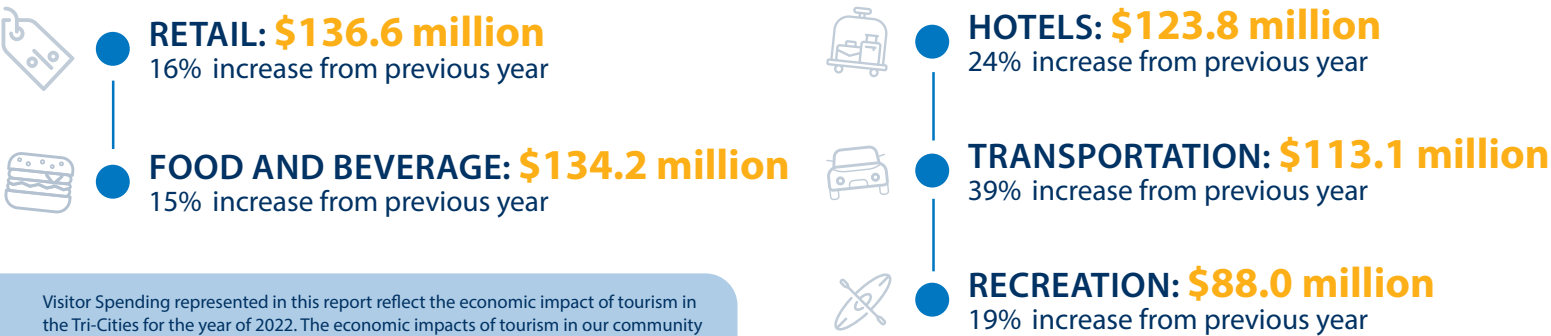
Annual Tourism Benefits to the Tri-Cities



Visitor spending helps support local:

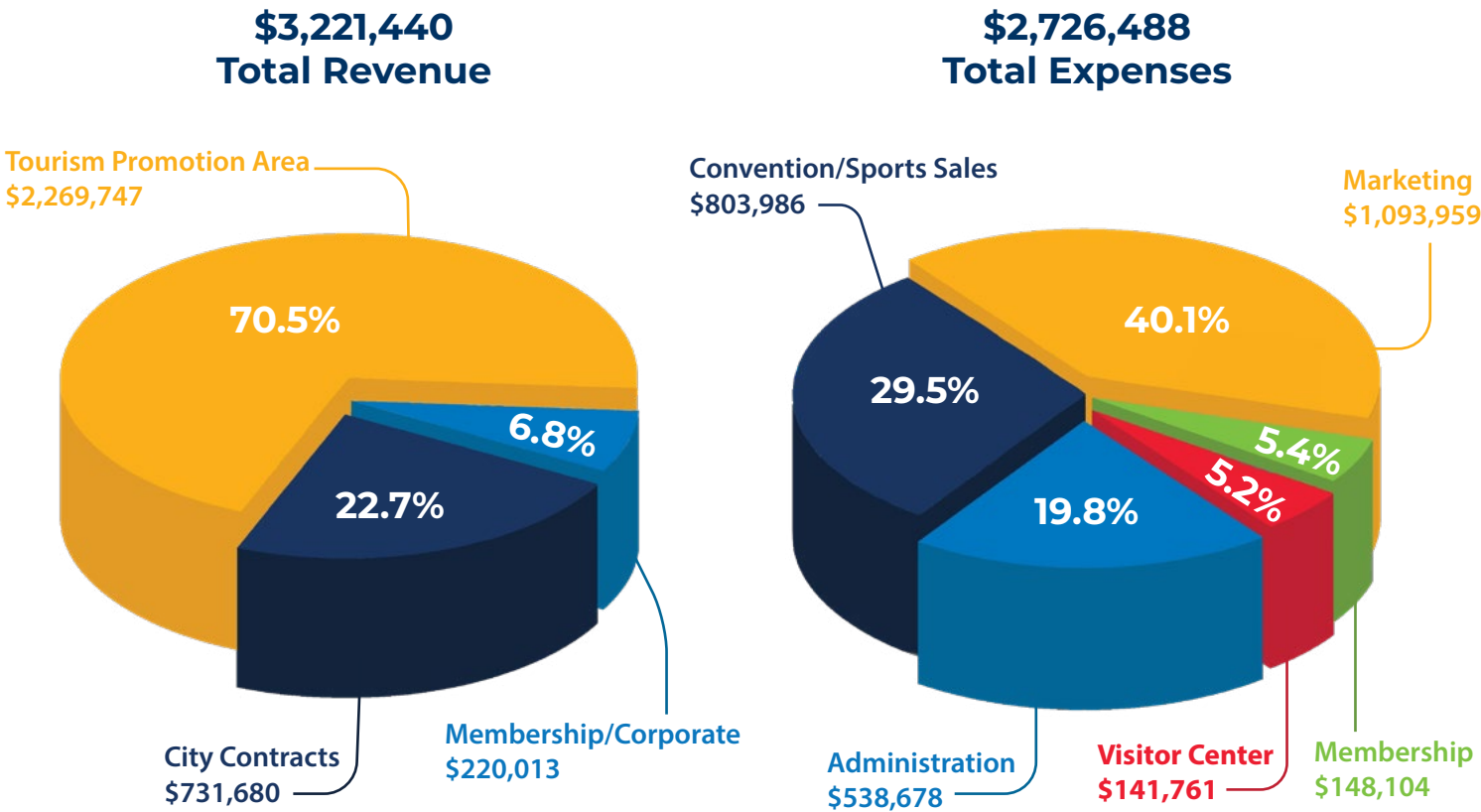


VISITOR SPENDING BREAKDOWN



Visitor Spending represented in this report reflect the economic impact of tourism in the Tri-Cities for the year of 2022. The economic impacts of tourism in our community for 2023 are not yet available. Percentage increase stated is based off of 2021 numbers. Source: Tourism Economics

FINANCIAL PICTURE



HOTELS

Hotel tax revenue is up \$161,436 from previous year, and ADR is up 28.6% from 2021 and up 7.4% from 2022. Hotel occupancy levels rose 0.9% from 2022.

3,670 Hotel guest rooms available

HOTEL-MOTEL TAX REVENUE				
	Kennewick	Pasco	Richland	Totals
2020	\$277,886	\$151,941	\$270,733	\$700,560
2021	\$502,862	\$332,854	\$581,566	\$1,417,282
2022	\$672,025	\$440,350	\$733,662	\$1,846,037
2023	\$714,098	\$498,162	\$795,213	\$2,007,473

Hotel Revenue up \$161,436

ADR up 28.6% from 2021
ADR up 7.4% from 2022

Occupancy up 0.9%

TRI-CITY REGIONAL HOTEL-MOTEL COMMISSION

- KENNEWICK**

 - Nickolas Woody, SureStay Plus Hotel by Best Western Kennewick Tri-Cities
 - Mark Blotz, Clover Island Inn
 - Marie Mosley, Ex Officio, City of Kennewick
- PASCO**

 - Monica Hammerberg, Hampton Inn & Suites Pasco/Tri-Cities
 - Jerry Beach, A-1 Hospitality
 - Adam Lincoln, Ex Officio, City of Pasco
- RICHLAND**

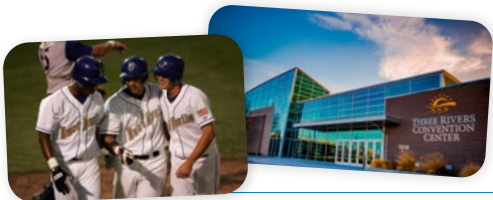
 - Lacey Stephens, Home2 Suites by Hilton
 - Yesenia Galvez, Holiday Inn Richland on the River
 - Jon Amundson, Ex Officio, City of Richland

STRATEGIC SALES

The sales department's primary focus is to market to convention, sports, and group meeting planners through direct sales contacts, targeted marketing, and attending industry events. These activities mean "heads in beds" that generate significant tax revenues for our community.

2023 PROGRAM HIGHLIGHTS

- **156** Conventions, sports & group activities
↓ Down **2%** from previous year
- **121,048** Visitors attracted
↑ Up **9%** from previous year
- **\$26,774,874** Convention and sports spending to region
↑ Up **6.3%** from previous year



HIGHLIGHTS

Sales & Client Relationship Building

- Hosted Spring Olympia Sales Blitz & Customer Appreciation Luncheon reaching 39 meeting planners
- Conducted 18 appointments at the Fall Olympia Sales Blitz
- Hosted hospitality sales training for hotel/venue partners
- Hosted Sports Customer Appreciation Event in Portland
- Attended seven industry related events to meet with meetings and sports planning professionals

Secured Major Events

- 2024-2026 IRONMAN Triathlon
- 2024 & 2027 National Horseshoe Pitchers Association World Championships
- 2024-2027 WIAA State Cross Country Championships
- 2024 Convention of Jehovah's Witnesses – four weekends (July/August)
- 2025 International Cherry Symposium
- 2024-2027 Washington Association for Pupil Transportation Conference and Trade Show
- 2024 Washington Elementary Chess Championships
- 2023 Latino World Series (softball) – United States Specialty Sports Association
- 2024 US Tennis Association PNW Mixed 40 & Over and Mixed 55 & Over Section Championships

2024 & BEYOND

- **121** Future conventions, meetings and sports events booked
- **140,765** Future visitors
- **\$49,464,202** Future visitor spending



COMING IN 2024

*see back cover for more details



EFFECTIVE MARKETING

Each year, Visit Tri-Cities creates and implements a comprehensive marketing strategy aimed at increasing brand recognition and attracting visitors to the Tri-Cities region. To ensure maximum reach among potential visitors, Visit Tri-Cities employs a range of effective tactics, including digital advertising, media relations, social media, and print. This multi-faceted approach allows for broad and diverse audience engagement, ultimately raising awareness of the Tri-Cities destination.

CAMPAIGN HIGHLIGHTS

Tourism campaigns deployed in 2023 earned:

- **23,257,277** Impressions
- **105,543** Click throughs

WEBSITE HIGHLIGHTS

829,097 Pageviews
54% Increase from previous year

312,709 Unique Visitors
13% Increase from previous year

MEDIA OUTREACH

- **32,597** Facebook Followers
9% increase from previous year
- **14,443** Instagram Followers
20% increase from previous year
- **2,877** LinkedIn Followers
21% increase from previous year
- Hosted **12** successful FAM tours with **16** media representatives
- **56** Pieces of coverage
- **215K** Views
- **27.4 million** in audience reach

VISITOR CENTER INQUIRIES

786 Telephone calls
1,353 in 2022

573 In-person Visitors
760 in 2022



2023 HIGHLIGHTS

- Launched 2023 Visitor Guide
- Launched seven digital marketing campaigns
- Achieved \$100:\$1 return on investments with Datafy digital ad campaigns
- 12% increase in social media followers through organic content since July 2023
- Created Destination Manifesto video
- Created videos for Four Key Visitor Experience Categories
- Refreshed marketing Brand Book & Style Guide to support messaging strategy
- Directed rework of 2024 Visitor Guide to support messaging strategy
- Incorporated HTML animated digital ads for dynamic content
- Upgraded booth presence at Taste Washington Trade Show



COLLABORATIVE DESTINATION DEVELOPMENT

RIVER SHORE ENHANCEMENT PROJECTS

A subcommittee of the Tri-Cities Rivershore Enhancement Council (TREC), a program of Visit Tri-Cities, is collaborating with community members and various jurisdictions, including the Cities of Kennewick and Pasco, Ports of Kennewick and Pasco, Benton PUD, and Franklin PUD, to update the Cable Bridge lighting. An interlocal agreement has been drafted, serving as the initial step to initiate fundraising and discuss project funding. The updated lighting will feature a modern control system, allowing remote management, and will showcase the Tri-Cities community by illuminating the Cable Bridge with different color patterns.



HIGHLIGHTS

Tri-Cities Rivershore Enhancement Council (TREC) Initiatives

- Hosted USACE Walla Walla District Commander for meeting and field tour with partnering jurisdictions
- Cable Bridge Lighting Subcommittee – finalized Interlocal Agreement for council/commissions review

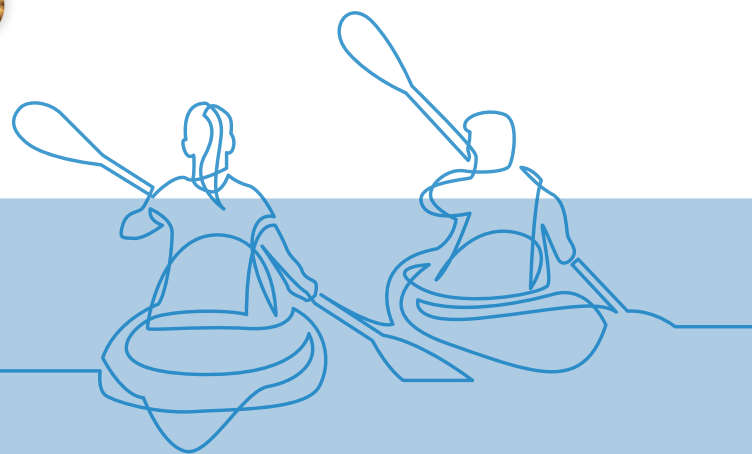
Tri-Cities National Park Committee Initiatives

- Attended and presented at the Energy Community Alliance (ECA) MAPR Peer Exchange in Los Alamos, NM with site community leaders and representatives from the National Park Service (NPS) and Department of Energy (DOE)
- Coordination of the Administrative Subcommittee
 - Developing a virtual strategy for B Reactor Tour shutdown (virtual tours)
 - Working with NPS, DOE, and ECA to establish a Friends of the Park Group that can support donations
 - Created Hanford/Tri-Cities community presentation for the ECA Peer Exchange



VISIT TRI-CITIES COUNCILS

Tri-Cities Rivershore Enhancement Council
Tri-Cities Sports Council
Tri-Cities Wine Tourism Council
Tri-Cities National Park Committee



PROACTIVE COMMUNITY ENGAGEMENT

2023 TOURISM CHAMPION AWARD

Congratulations to the **Tri-Cities Airport** team who received the prestigious Kris Watkins Tourism Champion Award this year. The forward-looking leadership at the Airport continues to make it a significant contributor to our visitor economy through renovations, collaborations, and promotion of local arts and sports. Thanks to Washington River Protection Solutions for sponsoring this award.



2023 EXCELLENCE IN SERVICE AWARD

Another huge shout out goes to **Oatis Outdoor Adventure Rentals**, recipient of the Annual Excellence in Service Award sponsored by Battelle. Oatis provides easy to access recreational opportunities in the area, and they do it with the genuine blend of helpful enthusiasm. Oatis is a perfect representation of the excellence in service visitors hope for in a destination.

AMERICAN WWII HERITAGE CITY DESIGNATION

Visit Tri-Cities, in partnership with the Tri-Cities National Park Committee and community partners, proudly celebrates the esteemed recognition of being designated as a National Park Service (NPS) American World War II Heritage City. This prestigious designation acknowledges the region's significant historical contributions during this pivotal era.



HIGHLIGHTS

Annual Meeting Showcase

- Engaged the community in the launch of our new messaging strategy showcasing core visitor experience categories with new video assets and highlights from individuals in the community with more than 450 attendees

Engagement Initiatives

- Manhattan Project National Park and World War II Heritage
 - American WWII Heritage City Designation Campaign
 - Launched dedicated webpage showcasing community assets related to WWII, the Manhattan Project, and the Manhattan Project National Historical Park
 - Produced a WWII Heritage City window cling for local organizations and businesses to display
 - VTC support for Ride with a Ranger
 - Staff participated in Manhattan Project educational tour
 - Coordination of the Tri-Cities National Park Committee and related efforts

- Chaired the Tri-Cities Legislative Council
 - Engaged with representatives to support community initiatives
 - Testified at Legislative Session on tourism initiatives
- Community Collaboration
 - Annual and Mid-Year Reports to City Councils
 - Collaboration with communities and agencies on tourism development issues
 - Presentations for civic groups, Washington Roundtable CEO Tour, and others
 - Board representation: Tri-City Water Follies, Bike Tri-Cities, TRIDEC, Tri-City Regional Chamber of Commerce, Pasco Chamber of Commerce, Benton-Franklin Council of Governments, and WSDMO
 - Committee representation: Kennewick, Pasco, and Richland Lodging Tax Advisory Committees
 - Formed the Tri-Cities Strategic Alliance bringing together Visit Tri-Cities, TRIDEC, Tri-City Regional Chamber of Commerce, and Benton-Franklin Council of Governments to advance the region through collaborative initiatives that support the individual mission of each organization



INNOVATIVE & MEANINGFUL OPERATIONS

HIGHLIGHTS

Strategic Vision and Leadership

- Strategic assessment to evaluate and enhance the organization's focus and approach
- Directed efforts on core strategies that boost visitation, enhance visitor experiences, and positively impact the Tri-Cities' economy
- Established a clear foundation for our messaging strategy that provides focus and consistency for long-term success
- Prioritized and maintained existing programs, campaigns, and goals while working through significant staffing changes
- Streamlined leadership and organizational structure
- Refined contracts with service providers
- Fully staffed and energized the VTC team

Financial Strength

- Maintained robust fiscal stability with significant reserve balances and year-end revenues expected to exceed budget by over \$161,000
- Continued and built upon healthy relationships with key financial partners including City Councils, TPA Commissioners, and hotel partners

Innovative Tools & Platforms

- VTC Dashboard Creation:
 - Implementation of a comprehensive dashboard for efficient performance tracking
- BrandFolder Integration:
 - Streamlining asset management and distribution for marketers and creatives
- Sprout Social Utilization:
 - Harnessing the power of an all-in-one social media management platform for holistic marketing strategy enhancement
- Meltwater Insights:
 - Leveraging Meltwater's suite of solutions to uncover valuable insights and drive desired results
- Asana Work Management:
 - Implementation of a web and mobile platform to help the team organize, track, and manage their work effectively

Staff Honors

- Destinations International: 30 Under 30 Award
- Six Destination International PDM Certifications
- Destinations International: Acceptance into to Certified Destination Marketing Executives (CDME) Program
- Washington Society of Association Excellence: Associate of the Year



VISIT TRI-CITIES GOVERNANCE

2023 EXECUTIVE COMMITTEE

- Chair: **Corey Pearson**, Three Rivers Campus
- Past Chair: **Rob Roxburgh**, CPCCo
- First Vice Chair: **Buck Taft**, Tri-Cities Airport/Port of Pasco
- Vice Chair: **Vijay Patel**, A-1 Hospitality
- Vice Chair: **Staci West**, Bechtel
- Vice Chair: **Amy Johnson**, Purple Star Winery
- Treasurer: **Ron Hue**
- Legal Counsel: **John Raschko**, Miller Mertens & Comfort, P.L.L.C.
- CPA: **Monte Nail**, CPA

VISIT TRI-CITIES STAFF

- **Kevin Lewis**, President & CEO
- **Hector Cruz**, Vice President of Development & Community Engagement
- **Gretchen Guerrero**, Vice President of Finance & Operations
- **Julie Woodward**, Vice President of Marketing & Creative Services
- **Austin Wingle**, Marketing Manager, Advertising, Design & Creative Analysis
- **Corbin Harder**, Marketing Manager, Website & Multi-Media
- **Lillian Martin**, Media Relations Manager
- **Kirsten Finn**, Convention Development Manager Team Lead
- **Natalie Clifton**, Sports Development Manager
- **Michele York**, Business Development Manager
- **Kaiya Bliss**, Convention Development Manager
- **Reagan Thompson**, Convention Development Manager
- **Linda Tedone**, Sales Administrative Assistant
- **Samantha Galbraith**, Operations Manager/Executive Assistant
- **Abby Hedges**, Visitor Services Specialist

OVERVIEW

- **Founded:** 1969 as non-profit organization
- **Staff:** 15 full-time employees
- **Structure:** Governed by a 42 member Board of Directors
- **Members:** 412
- **Website:** VisitTri-Cities.com

2023 BOARD OF DIRECTORS

- Councilmember **Loren Anderson**, City of Kennewick
- **Deborah Barnard**, Barnard Griffin Winery
- **Jerry Beach**, A-1 Hospitality
- **Troy Berglund**, West Richland Chamber of Commerce
- **Mark Blotz**, Clover Island Inn
- Washington State Senator **Matt Boehnke**
- **Phinney Brown**, Arts Center Task Force
- Washington State Representative **April Connors**
- **Jennifer Cunningham**, Q Home Loans
- **Karl Dye**, TRIDEC
- Councilmember **David Fetto**, City of West Richland
- **Robert Franklin**, B-Reactor Museum Association
- **Colleen French**, Department of Energy
- **Brisa Guajardo**, Tri-Cities Hispanic Chamber of Commerce
- **Mike Hall**, Ice Harbor Brewing Company
- **Monica Hammerberg**, Hampton Inn + Suites Pasco
- **Colin Hastings**, Pasco Chamber of Commerce
- **Sandra Haynes**, WSU Tri-Cities
- **Trish Herron**, Battelle
- Commissioner **Ken Hohenberg**, Port of Kennewick
- **Diahann Howard**, Port of Benton
- **Brian Lubanski**, Ben Franklin Transit
- **Lori Mattson**, Tri-City Regional Chamber of Commerce
- **David McClain**, TC Black
- Commissioner **Will McKay**, Benton County
- **Brent Miles**, Tri-City Dust Devils
- Commissioner **Rocky Mullen**, Franklin County
- **Dara Quinn**, Emerald of Siam
- **Cliff Reynolds**, Courtyard by Marriott Columbia Point
- Mayor Pro Tem **Theresa Richardson**, City of Richland
- Councilmember **Zahra Roach**, City of Pasco
- **Gus Sako**, The Octopus' Garden
- **Rosana Sharpe**, The REACH Interpretive Center
- **Lacey Stephens**, Home2Suites
- **Vivian Terrell**, Honey Baked Hams Co.
- **Matt Watkins**, Pasco Public Facilities District
- **Rebekah Woods**, Columbia Basin College

OUR MEMBERSHIP

Visit Tri-Cities’ ability to attract visitors to our region is made possible by the investment and support of our member organizations. Visit Tri-Cities members and partners provide unique and inclusive opportunities that are of interest to travelers and help build a better quality of life for residents. Their dedicated, unwavering support is the foundation of our work. In turn, it is our duty, obligation, and pleasure to continue the promotion and celebration of our members and our dynamic community through tourism marketing, high quality publications, destination advertising, educational forums, creative digital content, and destination development. In 2023, Visit Tri-Cities’ membership total reached **412 tourism businesses**.

ECONOMIC DEVELOPMENT PARTNERS

City of Kennewick
City of Pasco
City of Richland
Tri-City Regional Hotel Motel Commission

DIAMOND

Battelle
Bechtel National
Central Plateau Cleanup Company
Hanford Mission Integration Solutions
Toyota Center
Three Rivers Convention Center
Washington River Protection Solutions

PLATINUM

Ben Franklin Transit
Benton County
Benton PUD
City of West Richland
Energy Northwest
Franklin County
Franklin PUD
Port of Benton
Port of Kennewick
Port of Pasco
The HAPO Center

GOLD

Best Western Premier Pasco Inn & Suites
Clover Island Inn
Comfort Suites Kennewick at Southridge
Courtyard by Marriott Richland Columbia Point
Hilton Garden Inn Kennewick
Holiday Inn Express & Suites Pasco Tri-Cities
Holiday Inn Richland on the River
Red Lion Hotel & Conference Center Pasco
Red Lion Hotel Kennewick Columbia Center
Richland Riverfront Collection by Ascend
SpringHill Suites by Marriott Kennewick

SILVER

Baymont Inn & Suites
Best Western Kennewick Tri-Cities Center Hotel
Best Western Plus Kennewick Inn
Comfort Inn
Courtyard by Marriott Pasco Tri-Cities Airport
Fairfield Inn
Hampton Inn & Suites Pasco/Tri-Cities
Hampton Inn Kennewick at Southridge
Hampton Inn Richland
Holiday Inn Express Hotel & Suites Richland
Home2Suites by Hilton
Homewood Suites by Hilton - Richland
Kennewick Inn & Suites
La Quinta Inn & Suites
My Place Hotel-Pasco/Tri Cities, WA
Red Lion Inn & Suites Kennewick Tri-Cities
Sleep Inn Pasco Tri-Cities
Super 8 Kennewick
The Lodge at Columbia Point
TownePlace Suites by Marriott
Woodspring Suites

Standard Membership

14 Hands Winery
3 Eyed Fish Kitchen + Wine Bar
3 Rivers Folklife Society
4 Whistles Winery
A & A Motorcoach
Above The Curve Vineyard
Academy of Children’s Theatre
Ace Jewelry & Loan
Adventures Underground
Airfield Estates
AJ’s Edible Arts, Inc.
Alaska Airlines
Alexandria Nicole Cellars
Alexandria Nicole Cellars Destiny
Ridge Tasting Room
Allied Arts Association - Gallery at the Park
Anelare Winery
Angel Brook Christmas Tree Jubilee
Angel Brook Farm Market and Produce
Stands - Kennewick
Angel Brook Farm Market and Produce
Stands - Richland
Angel Brook Ice Cream
Anthology Event Venue by Castle
Event Catering

Anthony’s at Columbia Point
Arlene’s Flowers & Gifts
Art on the Columbia
Art Work Northwest
Art YOUR Way
Arts Center Task Force
Aspen Limo Tours
At Michele’s
Atomic Ale Brewpub & Eatery
Atomic Bowl & Jokers Lounge & Casino
Atomic Escape Rooms
Aub’s Bananza Bread
Avennia Red Mountain Tasting Room
AXE KPR Axe Throwing
Azteca
B Reactor Museum Association (BRMA)
Badger Mountain Vineyard/Powers Winery
Barnard Griffin Winery
Bartholomew Winery
Baum’s
Bella Italia Restaurant
Bennett Rentals
Benton County Fairgrounds
Bergan’s Timeless Treasures
Bergstrom Aircraft, Inc.
Bingo Boulevard

Black Heron Spirits, LLC
Blankslate
Blossom Cups & Cakes, LLC
Bob’s Burgers and Brew - Kennewick
Bob’s Burgers and Brew - Richland
Boiada Brazilian Grill
Bombing Range Brewing Company
Bon Cafe Co
Bougie Brunch
Brady’s Brats
Brewminatti
Brick House Pizza
Bristle Art Gallery
Brother’s Cheese Steaks
Budd’s Broiler by Anthony’s Restaurants
Buds and Blossoms too
Burger Ranch
Burger Ranch - Pasco
Canyon Lakes Golf Course
Catering to You
CBC Arts Center
Cedars at Pier 1
CG Public House & Catering
Chandler Reach Vineyards
Chapala Express
Cherry Chalet Bed & Breakfast

OUR MEMBERSHIP

Chic & Unique Furniture Kennewick
Chic & Unique Furniture Richland
Chuck E. Cheese
Chukar Cherries
Cigar Savvy Shop, LLC
Clover Island Marina
Col Solare Winery
Columbia Basin BMX
Columbia Basin College
Columbia Basin Racquet Club
Columbia Center
Columbia Crest Winery
Columbia Park Golf Tri-Plex
Columbia Point Golf Course
Columbia Sun RV Resort
Community Concerts of the Tri-Cities
Convergence Zone Cellars
Copper Top Tap House
Cora’s E-bike Shop
Cougar Cave Espresso
Country Mercantile
Country Mercantile - Pasco
Coyote Bob’s Roadhouse Casino
Coyote Canyon Mammoth Site
Coyote Canyon Winery
Crazy Moose Casino
Cupcakes Bakery & Deli
D’s Wicked Cider
D-Bat Columbia Basin
Del Sol Lavender Farm
DermaCare Desert Food Mart (Conoco)
Desert Wind Winery
Divots Golf
Dog Haus Biergarten - Pasco
Don Rubio’s
Dovetail Joint Restaurant
DownUnderSportFishing
DrewBoy Creative
Earth Spirit Shop
East Benton County Historical Society & Museum
Eastern Washington Transportation
Elk Haven Winery
Emerald of Siam Thai Restaurant & Lounge
Encanto Arts
Europa Italian & Spanish Cuisine
Events at Sunset
Experience 46 Degrees
Farmhand Winery
Fast and Curryous
Fat Olives Restaurant & Catering
Fidélitas Wines
Five Guys Burgers & Fries
Float Euphoria
Foodies Kennewick
Foodies on the Go
Foodies Richland
Franklin County Historical Society & Museum
Franklin County RV Park
Fresh Leaf Co
FreshPicks WA Smoothies
Frichette Winery
Friends of Sacajawea State Park
Frost Me Sweet Bakery & Bistro
Fujiyama Japanese Steak House & Bar

Garden Hot Pot
Gesa Carousel of Dreams
Glass Studio at Barnard Griffin Winery
Goose Ridge Estate Vineyard & Winery
Gordon Estate Winery
GRAZE - ‘a place to eat’
Great Harvest Bread Company Kennewick
Greenies
Griggs Ace Hardware
Ground Support Coffee
Guadalajara Style Mexican Food LLC
Hamilton Cellars
Havana Café
Hedges Family Estate
Hightower Cellars
HoneyBaked Ham Café
HOOKED SEAFOOD BOIL & BAR
Hope Outfitters
Hops n Drops
Hops n Drops - Kennewick
Horn Rapids Golf Course
Horn Rapids RV Resort & Mini Mart
Hot Tamales, LLC
How Sweet It Is
Ice Harbor Brewing Co.
Ice Harbor Brewing Company at the Marina
Iconic Brewing
IHOP Restaurants
Indaba Coffee
InterMountain Alpine Club
iplay Experience
It’s All in the Details
J&S Dreamland Express
J. Bookwalter
Just Juice LLC
KayakBateman.com
Kickstand Tours
Kindred Spirits
Kiona Vineyards and Winery
Kitzke Cellars
La Bella Vita Kitchen and Bar
Lakeside Gem and Mineral Club
Layered Cake Artistry
Lemonto Grass
LIGO Hanford Observatory
Longship Cellars
Love Curry Indian Cuisine
Lower Columbia Basin Audubon Society
LU LU Craft Bar + Kitchen
Lucky Flowers
Magill’s Restaurant & Catering
Market Vineyards
Martinez & Martinez Winery
Masala Indian Cuisine
Master Gardener Foundation of
Benton-Franklin County
McDonald’s Restaurants
Mercer Wine Estates
Mid-Columbia Ballet
Mid-Columbia Libraries
Mid-Columbia Mastersingers
Mid-Columbia Musical Theatre
Mid-Columbia Symphony
Middleton Farms

Milbrandt Vineyards/Ryan Patrick Wines
MillerTime Fishing
Miss Tamale
Mocha Express on Canal
Mocha Express TriCities
Modern Medical Spa
Monarcha Winery
Moniker Bar
Monterosso’s Italian Restaurant
Moonshot Brewing
Moonshot Brewing Pub at the Park
Muret-Gaston Winery
National Charter Bus Richland
Nothing Bundt Cake
Nouveau Day Spa
OATIS Outdoor Adventure Rentals
Octopus’ Garden
OH SUSHI
Opportunity Kitchen - Federal Building
Opportunity Kitchen - Public Market at CRW
Pacific Shorz Powersports
Pasco Aviation Museum
Pasco Goffland
Pasco Specialty Kitchen
Peacock Coffee Roasting Co
Pedego Electric Bikes Tri-Cities
Perfect Circle Brewing
Philocaly Lingerie Boutique
Picante Mexican Taqueria
Polka Dot Pottery
Popcorn Northwest
Porter’s Real BBQ Kennewick
Porter’s Real BBQ Pasco
Porter’s Real BBQ Richland
Poutine, Eh?
Power Up Arcade Bar
Preszler’s Guide Service, LLC
Price 4 Limo
Proof Gastropub
Public Market at Columbia River Warehouse (CRW)
Purple Star Wines
Ranch & Home
Rattlesnake Mountain Harley - Davidson
REACH Museum
Reborn Bike Shop
Red Dot Paintball
Red Lobster
Red Mountain AVA Alliance
Red Mountain Event Center
Red Mountain Trails
Red Mountain Trails Winery
Restaurante El Chapala
Rewster’s Craft Bar & Grill - Horn Rapids Golf Course
Richland Players
RideNow Powersports Tri-Cities
Roads2 Travel Company
Rocco’s Pizza Kennewick
Rocco’s Pizza Pasco
Rock Shop
Rollarena Skating Center
Rolling Hills Chorus
ROMA House
Roscoe’s Coffee
Round Table Pizza - Kennewick

OUR MEMBERSHIP

Round Table Pizza - Leslie
Round Table Pizza - Pasco
Round Table Pizza - Richland
Runners of the Sage
Sacajawea State Park
Sage Brewing Company
Sageland Center
Salud Bar and Kitchen
Sandollar Farms & Alpacas
Sandy's Fabrics & Machines
Seoul Fusion Korean Restaurant
Shade Cafe
Sheep's Clothing
Shelby's Floral & Gifts
Simplified Celebrations
Skippers Seafood n' Chowder
Sleeping Dog Wines
Soi 705
Solar Spirits Distillery
Somer Mediterranean Food and Bakery LLC
Southern Cross Winery
Spare Time Lanes
Spencer Carlson Furniture & Design
Sporthaus
Summer's Hub of Kennewick
Sun Willows Golf Course
Sundance Aviation
Sunken Treasures Games
SunWest Sportswear
SuperMex El Pueblo Market
Swadee Thai Cuisine
Swampy's BBQ Sauce & Catering
Swigg Coffee Bar
Tagaris Winery
Take a Break Tri-Cities
Tapteal Greenway
TC Black
TC Cider House
Terra Blanca Winery & Estate Vineyard
The Bradley
The Bubbly Boba
The Crazy Crab Place
The Educated Cigar, LLC
The Endive Eatery
The Garden TriCities
The Grain Bin Flower Farm & Inn
The Human Bean
The Medusa Tap House
The Moore Mansion
The Olive Garden
The Pub
The Rude Mechanicals
The Spa Traveler
The Teal Box
The Tinte Red Mountain Retreat
Thurston Wolfe Winery
Tip Pit BBQ
Transient Coffee Company
Trejo's Mexican Restaurant
Trejo's Taco Factory
Tri-Cities Newcomers Club
Tri-Cities Tackle
Tri-Cities Wine Society
Tri-City Americans Hockey

Tri-City Dust Devils
Tri-City Tappers
Tucannon Cellars
Tulipe Lifestyle Shop
Tumbleweeds Food Truck
Tumbleweeds Mexican Flair
Twigs Bistro & Martini Bar
Twist Clothing Co.
Uncle Sam's Saloon
Upchurch Vineyard
Uptown Antique Market
Urban Grounds LLC
US Army Corp of Engineers
VISTA Event Space
Washington State University Tri-Cities
Water2Wine Cruises
Wautoma Springs
West Richland Golf Course
Wet Palette Uncork + Create Studio
Wheelhouse Community Bike Shop
White Bluffs Brewing
White Bluffs Quilt Museum
Wine Social
Wingstop Pasco
Wisdom Books LLC
WIT Cellars
Wright's Desert Gold Motel & RV Park
Xenophile Books
X-Golf Kennewick
Z Place Salon & Spa
Zintel Creek Golf Club
Zintel Creek Golf Club Restaurant and Lounge
Zullee Mediterranean Grill Richland



OUR SPONSORS

HANFORD MISSION INTEGRATION SOLUTIONS

The **Media Outreach Sponsorship** is paramount to the success of Visit Tri-Cities' mission of driving visitor spending. The funds secured through the media relations sponsorship allows our organization to work in unison with outside public relations firms to bring in travel writers, national news organizations, and provides the national media attention our great community deserves. Additionally, the sponsorship complements other marketing endeavors such as social media, digital, OTT, television, and print ads. In doing so, we bring value to our partners and community members while creating a positive image of our community for local employers recruiting efforts and employee retention.



BECHTEL

The **Tri-Cities Rivershore Enhancement Council (TREC)** is a multi-jurisdictional program, coordinated by Visit Tri-Cities, which is helping the community rediscover its river shores and is working to emphasize restoration, development, and enhancement activities. The investment made by Bechtel ensures that the work being done by TREC's committees, the Strategic Committee and the Technical Committee, will continue. Contributions made, have a direct impact on the Rivershore Enhancement Council through the creation of the Rivershore Master Plan. These efforts continue to improve river shore experiences for all to enjoy.



WASHINGTON RIVER PROTECTION SOLUTIONS

Washington River Protection Solutions is the **Annual Meeting and Kris Watkins Tourism Champion Award Sponsor**. This sponsorship supports the communication of the Visit Tri-Cities mission with its VTC membership, VTC Board of Directors, and stakeholders; including presentations to city council members and elected officials.



BATTELLE

Battelle is our **Excellence in Service Award/Eco-Tourism Sponsor**. This partnership is a vehicle for encouraging visitation and enjoyment of our outdoor recreational opportunities. Battelle also extends its support to the Excellence in Service Award, chairing the committee and overseeing the evaluation process. Battelle has made additional spotlights possible through the "Tri-Cities Business Spotlight" campaign. The Excellence in Service Award is presented by Battelle at the Visit Tri-Cities Annual Meeting.



CENTRAL PLATEAU CLEANUP COMPANY

The **Quality-of-Life Sponsorship** drives the success of the Visit Tri-Cities mission in developing programs, products, and activities that impact "the overall economic vitality of our communities and the quality of life for our citizens." This sponsorship provides an avenue to place in-market advertising, promoting the quality of life to local residents, those considering relocation, and visitors staying in the area. The funds secured through the Quality-of-Life Sponsorship allows our organization to market effectively in-region, highlight local tourism businesses, encourage the community to engage with local events and businesses, and inspire our local community members to bring their friends and family to the Tri-Cities; in turn positively impacting our local economy.



THREE RIVERS CONVENTION CENTER, TOYOTA CENTER & TOYOTA ARENA

The Three Rivers Campus is the **Convention and Meeting Program Sponsor**. A pivotal hub for economic development in our community. The convention facilities are more than just event spaces, they are the engines that drive economic development. The sponsorship of the Three Rivers Campus directly contributes to the community's ability to host diverse and impactful events, creating a positive ripple effect throughout the community. The Three Rivers Campus creates opportunities for locals to engage, learn, and network. It is an investment in the economic and social fabric of our community.



NEWLY SECURED SIGNATURE EVENTS FOR 2024



Visit Tri-Cities inked the deal to host the IRONMAN 70.3 Washington Tri-Cities race for the upcoming three years. This exciting event will be staged at Columbia Point in Richland, bringing together 2,500 athletes, 7,500 visitors, 2,000 volunteers, and numerous agencies. The collaboration aims to produce one of world's most recognized and embraced endurance events.



Visit Tri-Cities won the bid to host the World Horseshoe Pitching Championships in both 2024 and 2027. Each world championship event will bring nearly 2,500 people to the area over a two-week period as pitchers compete for the world title. Each world championship event will generate nearly \$1 million in economic impact to the area as well as 1,000 participants will come to the Tri-Cities to compete for the world title.



Another successful bid Visit Tri-Cities landed is the 2024 Washington Society of Association Excellence (WSAE) Annual Conference. WSAE is a representative body for over 225 association executives, staff specialists, and industry partners. By hosting the 2024 Annual

Conference in the Tri-Cities, Visit Tri-Cities has a valuable opportunity to present the region as a top-tier destination to influential members of the association and event planning community. These individuals are often well-connected, long-standing acquaintances who strive to provide their members with the finest education and experiences that Washington has to offer, and the Tri-Cities perfectly aligns with their objectives.

For more information and updates on the IRONMAN 70.3 and the NHPA World Horseshoe Pitching Championships in Tri-Cities, please check out [VisitTri-Cities.com](https://www.VisitTri-Cities.com)



**CITY OF KENNEWICK
2025 LODGING TAX FUNDING APPLICATION**

Instructions

1. Please type or print.
2. Answer each question within the space provided.
3. Attach a detailed budget for the project including projected revenues, expenditures, etc.
4. Sign and date the application.
5. Please send the completed application ***by September 27, 2024, 4:00 pm*** to:

**Dan Legard, Finance Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336**

Eligible activities/projects, as defined in Washington State laws.

RCW 67.28.080 (5) Tourism

RCW 67.28.080 (6) Tourism Promotion

RCW 67.28.080 (7) Tourism-related facility

Allowable Uses, as per Sec. 1 RCW 67.28.1816 AND 2008 c 28 s 1:

Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitor's bureau or destination marketing organization for:

- a) **Tourism marketing;**
- b) **The marketing and operations of special events and festivals designed to attract tourists;**
- c) **Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or**
- d) **Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 c (3) and 26 U.S.C. Sec. 501c (6) of the internal revenue code of 1986, as amended.**

Applicant Information							
Organization/Individual ☐ Public ☐ Other ☐ Non Profit ☐ Private ☐ Individual							
Name VenuWorks (manager of Toyota Center & Arena)							
Address 7016 W. Grandridge Blvd							
City Kennewick	State WA	Zip 99336	Email				
Contact Person							
Name Corey Pearson							
Title Executive Director			Phone				
Project Information							
Title and brief description of project:							
The Toyota Center and Arena, city owned facilities, normally operate with a budgeted annual operating deficit. The city's budget typically includes a \$300,000 subsidy from the General Fund toward the anticipated operating loss. The subsidy required from Lodging Tax Funding is projected to be \$450,000 in 2024. The requested funds of \$750,000 will be used for operations and improvements to the city-owned Toyota Center and Arena in the following manner: <table> <tr> <td>Operating Subsidy:</td> <td>\$450,000</td> </tr> <tr> <td>Capital Improvements:</td> <td>\$350,000</td> </tr> </table>				Operating Subsidy:	\$450,000	Capital Improvements:	\$350,000
Operating Subsidy:	\$450,000						
Capital Improvements:	\$350,000						
Geographic area served by this project			Number of people served				
City of Kennewick and surrounding areas			by this project: 441,520				
2024	Amount requested from City of Kennewick	Total project cost:	Date of project:				
	\$800,000	\$ 3,500,000	From 1/1/25 to 12/31/25				

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
City of Kennewick General Fund	\$300,000

List any other sources of funding you have applied for:

Source	Amount	Status

Identify the specific tourism audience/market located more than 50 miles from Kennewick that your organization will target with these funds.

Marketing for our events are typically event specific, but methods routinely used are television, terrestrial and satellite radio, and print. As the culture continues to change, we are exercising an increasing dependence on social media and targeted Internet-based approaches. Each show or tour that visits the region will incorporate a blend of marketing approaches depending on the target market and the proximity of other tour dates related to the Tri-Cities.

State law RCW 67.28 requires organizations to provide estimates of potential economic impact. In addition, *the City requires you to provide a brief description of how you calculated the estimates.* The estimates are specifically for the event, activity or facility for which you are requesting funding.

1. An estimate of the number of people who will stay overnight in paid accommodations (hotels, motels and retreat centers) in the City of Kennewick 99,577; and outside the City of Kennewick 42,676. How did you calculate these numbers?

Total projected visits – 441,520 (based on 2023-2024 attendance plus expected event growth in 2025). Historical % staying overnight is 35%. Of that number (154,532), 70% will stay in Kennewick and 30% in other local areas.

2. An estimate of the number of people who will travel 50 miles or more for the day (not staying overnight): 33,114. How did you calculate these numbers?

Estimated travelers of 50+ miles is 167,570. Of that number, an expected 20% will return home (estimates based on ticketing maps).

3. An estimate of the number of people who will travel 50 miles or more and stay overnight (whether in paid accommodations or not): 132,456
How did you estimate these numbers?

Estimated travelers of 50+ miles is 167,570. Of that number, an expected 80% will stay overnight somewhere locally (estimates based on ticketing maps).

4. An estimate of the number of people who will travel from another state or country: 88,304

How did you calculate these numbers?

Of the total projected visits, 20% are expected to come from out of the state or country.

5. Is there any other information you wish to add:

Data is based on historical trends and purchaser locations derived from our ticketing systems. Provisional estimates have been made to adjust for ongoing economic impacts and travel restrictions.

Certification: The applicant hereby certifies and affirms that, during the performance of any event/activity/project arising from this application, he/she will provide equal opportunity and access regardless of race, religion, creed, color, national origin, age, sexual orientation, disabled veteran status, veteran status, physical, mental or sensory disability and further certifies and affirms that he/she will abide by all applicable local, State of Washington and federal laws and regulations.

The applicant agrees to provide updated post-event information originally estimated on this page within 30 days after the event/activity/project has occurred.

Signatures



Date **September 23, 2024**

Date **September 23, 2024**



**CITY OF KENNEWICK
2025 LODGING TAX FUNDING APPLICATION**

Instructions

1. Please type or print.
2. Answer each question within the space provided.
3. Attach a detailed budget for the project including projected revenues, expenditures, etc.
4. Sign and date the application.
5. Please send the completed application **by September 27, 2024, 4:00 pm** to:

**Dan Legard, Finance Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336**

Eligible activities/projects, as defined in Washington State laws.

RCW 67.28.080 (5) Tourism

RCW 67.28.080 (6) Tourism Promotion

RCW 67.28.080 (7) Tourism-related facility

Allowable Uses, as per Sec. 1 RCW 67.28.1816 AND 2008 c 28 s 1:

Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitor's bureau or destination marketing organization for:

- a) Tourism marketing;**
- b) The marketing and operations of special events and festivals designed to attract tourists;**
- c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or**
- d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501 c (3) and 26 U.S.C. Sec. 501c (6) of the internal revenue code of 1986, as amended.**

Applicant Information			
Organization/Individual ☐ Public ☐ Other ☐ Non Profit ☐ Private ☐ Individual			
Name VenuWorks (manager of Toyota Center & Arena)			
Address 7016 W. Grandridge Blvd			
City Kennewick	State WA	Zip 99336	Email
Contact Person			
Name Corey Pearson			
Title Executive Director			Phone
Project Information			
Title and brief description of project:			
The Toyota Center and Arena, city owned facilities, normally operate with a budgeted annual operating deficit. In 2023 this deficit was \$691,580. The city initially funded \$520,000 of that amount. The requested funds of \$180,000 will be used for operations and to restore the necessary cash flow to the Toyota Center and Arena: Restore cash flow deficit for FY 2023: \$172,000			
Geographic area served by this project			Number of people served by this project: 441,520
City of Kennewick and surrounding areas			
2024	Amount requested from City of Kennewick \$172,000	Total project cost: \$ 3,500,000	Date of project: From 1/1/25 to 12/31/25

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
City of Kennewick General Fund	\$0

List any other sources of funding you have applied for:

Source	Amount	Status
Operating and capital improvement support for 2025	\$800,000	Pending

Identify the specific tourism audience/market located more than 50 miles from Kennewick that your organization will target with these funds.

Marketing for our events are typically event specific, but methods routinely used are television, terrestrial and satellite radio, and print. As the culture continues to change, we are exercising an increasing dependence on social media and targeted Internet-based approaches. Each show or tour that visits the region will incorporate a blend of marketing approaches depending on the target market and the proximity of other tour dates related to the Tri-Cities.

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Total projected visits – 441,520 (based on 2023-2024 attendance plus expected event growth in 2025). Historical % staying overnight is 35%. Of that number (154,532), 70% will stay in Kennewick and 30% in other local areas.

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Estimated travelers of 50+ miles is 167,570. Of that number, an expected 20% will return home (estimates based on ticketing maps).

3. An estimate of the number of people who will travel 50 miles or more and stay overnight (whether in paid accommodations or not): 132,456. How did you estimate these numbers?

Estimated travelers of 50+ miles is 167,570. Of that number, an expected 80% will stay overnight somewhere locally (estimates based on ticketing maps).

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5. Is there any other information you wish to add:

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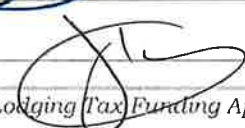
Certification: The applicant hereby certifies and affirms that, during the performance of any event/activity/project arising from this application, he/she will provide equal opportunity and access regardless of race, religion, creed, color, national origin, age, sexual orientation, disabled veteran status, veteran status, physical, mental or sensory disability and further certifies and affirms that he/she will abide by all applicable local, State of Washington and federal laws and regulations.

The applicant agrees to provide updated post-event information originally estimated on this page within 30 days after the event/activity/project has occurred.

Signatures



Date **September 23, 2024**



Date **September 23, 2024**

Council Agenda Coversheet 	Item Number: 4.f. Date: 12/3/2024 Item Type: Contract/Agreement/Lease Subject: Northwest High Intensity Drug Trafficking Area (HIDTA) 2025 Contracts Department: Finance	Category: Consent Agenda
<u>Recommendation</u> Staff recommends that City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) contractors (11) for 2025. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors for 2025. <u>Summary</u> As a Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of administrative duties, including required reporting to the federal government and acting as a pass-through for federal funds to the program's contracted staff. As a part of its administrative duties, the City is required to enter into separate agreements with the program's contractors, along with Northwest HIDTA. The City approved contracts for these 11 positions in 2024, but the agreements expire 12/31/2024. Each proposed agreement has been reviewed by the City Attorney's Office and finance staff and includes a scope of services to be performed, as well as the compensation each position will receive during the covered period of 2025. The funding for all payments made by the City in the fiduciary role will be reimbursed through a federal grant. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> The proposed contractor agreements do not have a fiscal impact on the City of Kennewick. All compensation and reimbursements authorized under the agreements will be reimbursed to the City through a federal HIDTA grant. The City currently has an agreement in place to be paid \$60,000 annually as compensation for performing its administrative duties as a fiduciary for the Northwest HIDTA.		
<u>Attachments:</u> 1. Powelle Agreement 2. RossB Agreement 3. VelascoG Agreement 4. WebsterH Agreement 5. WeinerJ Agreement 6. ChristineJ Agreement 7. DuranM Agreement 8. EvansK Agreement 9. McKenziel Agreement 10. MitchellS Agreement 11. MizerM Agreement		

CONTRACTOR: Elizabeth Powell
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Prevention and Treatment Manager
AMOUNT: \$130,806.08
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA PREVENTION AND TREATMENT MANAGER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) prevention and treatment manager services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and ELIZABETH POWELL, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform prevention and treatment manager services for HIDTA. Prevention and treatment manager services include, but are not limited to:

- 1.1 Understanding substance use prevention and treatment priorities and needs across the region through an ongoing review of available state and local needs assessments coupled with personally conducted evaluation;
- 1.2 Evaluating the impact of HIDTA-funded prevention and treatment initiatives;
- 1.3 Documenting outputs and outcomes of HIDTA-funded prevention and treatment initiatives in HIDTA’s performance management process (PMP) system in a consistent and timely manner;
- 1.4 Providing oral and written reports of prevention and treatment activities and outcomes at management and HIDTA executive board meetings;
- 1.5 Assisting in the development of HIDTA's annual budget request, to include the threat assessment;
- 1.6 Executing HIDTA’s prevention and treatment budget. Ensuring grant recipient expenditures are made in a timely manner and are properly documented and immediately reported, and that any other associated administrative functions are completed. Identifying and exploiting discretionary funding opportunities as they arise;

- 1.7 Establishing relationships with key stakeholders in the region to include community coalitions and other sectors that have shared prevention and treatment goals, such as education, local law enforcement, healthcare, and other community partners;
- 1.8 Facilitating regional communication pathways among substance use prevention, treatment, and law enforcement partners to facilitate information sharing;
- 1.9 Working with Overdose Response Strategy (ORS) representatives and National Guard counterdrug representatives to support communities in all domains of the Strategic Prevention Framework including assessment, capacity building, planning, implementation, and evaluation of evidence-based strategies for substance use prevention and treatment;
- 1.10 Participating in relevant task forces, conferences, and HIDTA events in the region's counties and municipalities;
- 1.11 Connecting communities with substance use prevention and treatment resources and federal technical assistance opportunities (HIDTA, ADAPT, SAMHSA, PTTC, etc.);
- 1.12 Coordinating, facilitating, and delivering substance use prevention and treatment trainings and technical assistance to promote and advance strategies through community and workforce development;
- 1.13 Organizing, coordinating, or assisting in the development of activities and events to promote awareness, sharing of best practices, and innovation in the field of substance use prevention and treatment;
- 1.14 Promoting the use of the HIDTA program's Overdose Mapping Application Program (ODMAP) by public safety, public health, and substance use abatement agencies and organizations;
- 1.15 Advising HIDTA's executive director ("executive director") and staff on substance use prevention and treatment priorities across the region, existing efforts being employed, and other possible strategies based on the best available evidence; and
- 1.16 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred thirty thousand eight hundred six dollars and eight cents (\$130,806.08) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

ELIZABETH POWELL

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Brandon Ross
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Information Technology Systems Administrator/
Electronic Surveillance Technician
AMOUNT: \$135,025.94
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

**AGREEMENT FOR NORTHWEST HIDTA INFORMATION TECHNOLOGY
SYSTEMS ADMINISTRATOR AND ELECTRONIC SURVEILLANCE TECHNICIAN
SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) information technology systems administrator/electronic surveillance technician services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and BRANDON ROSS, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform information technology systems administrator/electronic surveillance technician services for HIDTA. Information technology systems administrator/electronic surveillance technician services include, but are not limited to:

- 1.1 Developing and maintaining the HIDTA computer network, related systems, and the daily on-site operation thereof;
- 1.2 Installing, organizing, and supporting the HIDTA computer systems, including local area networks (LANs), wide area networks (WANs), network segments, intranets, and other data communication systems;
- 1.3 Offering expert guidance and support to HIDTA staff and affiliates regarding the procurement, use, maintenance, and control of the highly specialized hardware and software;
- 1.4 Interacting with and supporting law enforcement personnel during the course of investigations while maintaining strict confidentiality and operational security;
- 1.5 Overseeing contracted vendors’ installation and maintenance of commonly used electronic surveillance and/or telecommunication equipment and ensuring the work performed and products provided meet HIDTA requirements;

- 1.6 Ensuring HIDTA and its partners comply with the HIDTA Program Policy and Budget Guidance and Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200 as it pertains to equipment purchases and inventory safekeeping;
- 1.7 Ensuring that all the requirements of the loaned equipment program are met and the HIDTA inventory system is up to date and in compliance;
- 1.8 Conducting audits, inspections, preventive maintenance, and repairs to ensure optimum operational capability of electronics, systems, and equipment;
- 1.9 Reporting directly to the HIDTA Deputy Director; and
- 1.10 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred thirty-five thousand twenty-five dollars and ninety-four cents (\$135,025.94) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

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11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

BRANDON ROSS

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Gabriel Velasco
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$105,739.74
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and GABRIEL VELASCO, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred five thousand seven hundred thirty-nine dollars and seventy-four cents (\$105,739.74) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

GABRIEL VELASCO

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Hayley Webster
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Executive Assistant
AMOUNT: \$86,395.40
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA EXECUTIVE ASSISTANT SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) executive assistant services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and HAYLEY WEBSTER, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform executive assistant services for HIDTA. Executive assistant services include, but are not limited to:

- 1.1 Directly supporting the day-to-day activities of HIDTA’s executive director (“executive director”);
- 1.2 Assisting other members of the leadership team as necessary;
- 1.3 Scheduling calls and meetings with internal and external stakeholders;
- 1.4 Handling internal and external communications with executives, staff, and others by responding directly in writing, by phone, and/or in person;
- 1.5 Planning and supporting other meetings as necessary;
- 1.6 Arranging travel and preparing related documents;
- 1.7 Processing paperwork, maintaining confidential records, and managing the filing and retention of other correspondence;
- 1.8 Preparing, organizing, and disseminating periodic memos and materials;
- 1.9 Coordinating support for local and statewide facilities;
- 1.10 Traveling at government expense as needed;

1.11 Ordering office supplies and other items, scheduling deliveries, and serving as liaison with building management and others; and

1.12 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of eighty-six thousand three hundred ninety-five dollars and forty cents (\$86,395.40) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

HAYLEY WEBSTER

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Jonathan Weiner
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Executive Director
AMOUNT: \$239,937.20
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA EXECUTIVE DIRECTOR SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) executive director services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and JONATHAN WEINER, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform executive director services for HIDTA. Executive director services include, but are not limited to:

- 1.1 Reviewing, evaluating, and advising participating federal and state agencies on proposed initiatives and budget requests relating to drug law enforcement activity grants for the coming year;
- 1.2 Reviewing proposed grant initiatives with submitting jurisdictions, advising as to whether the content is sufficient to achieve the funding goal stated in the initiative and budget request, and acting as liaison between submitting jurisdictions and HIDTA’s executive board (“executive board”), the National HIDTA Committee, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Preparing and submitting to the executive board an annual report, part of an annual budget request (ABR), that is consistent with the guidelines established by the executive board, ONDCP, budget requests, and funding received by HIDTA;
- 1.4 Preparing and submitting to the executive board initiative description and budget proposals for each component of HIDTA (law enforcement, treatment, and prevention) that is consistent with ABR requirements;
- 1.5 Updating the executive board each quarter regarding HIDTA activities. This briefing shall include a fiscal overview to ensure consistency with program objectives and, in the case of grant funding, compliance with applicable grant guidelines;

- 1.6 Serving as a liaison between task forces served by HIDTA, other HIDTAs, law enforcement and military agencies, treatment and prevention agencies, and private sector organizations and vendors;
- 1.7 Performing other duties, responsibilities, and functions of the executive director as indicated on the most recent position vacancy announcement for the executive director position; and
- 1.8 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive board, established committees, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the director of ONDCP.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of two hundred thirty-nine thousand nine hundred thirty-seven dollars and twenty cents (\$239,937.20) for the

services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary and car allowance, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive board, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

JONATHAN WEINER

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Julie Christine
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Financial Manager
AMOUNT: \$155,545.37
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA FINANCIAL MANAGER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) financial manager services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and JULIE CHRISTINE, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform financial manager services for HIDTA. Financial manager services include, but are not limited to:

- 1.1 Establishing and/or revising and maintaining operating policies and procedures for management of funds;
- 1.2 Preparing annual budget estimates and coordinating budget submissions to HIDTA’s executive director (“executive director”), executive board, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Disseminating guidelines and instruction material for preparation of budget submission and program objectives;
- 1.4 Providing technical assistance for developing budget submissions and funding estimates;
- 1.5 Providing guidance to HIDTA fiduciaries on the reporting and reimbursement procedures and Federal Financial Reporting requirements;
- 1.6 Reviewing, analyzing, and providing recommendations on requests from agencies and task forces for reprogramming and funding allocations;
- 1.7 Interpreting, revising, and providing instructions for preparing and presenting budget proposals, budget forecasts, funding status, and expenditure reports for all HIDTA initiatives;

- 1.8 Providing managerial and accounting interpretations of data in reports provided to the executive director, executive board, and ONDCP;
- 1.9 Developing, coordinating, and implementing new or revised in-house accounting systems, and initiating necessary instructions and procedures in conformance with HIDTA and ONDCP policies;
- 1.10 Assuring accounting, reporting, and procedures are in compliance with established fiscal and administrative policies and procedures of the HIDTA program;
- 1.11 Monitoring HIDTA grants from application to closeout phase and conducting ongoing reviews of the use of funds to ensure compliance with regulations;
- 1.12 Reviewing and balancing all grants to the HIDTA Financial Management System;
- 1.13 Reviewing the accuracy and permissibility of expenditures and identifying any problem areas;
- 1.14 Performing in-house and on-site reviews of fiduciaries/initiatives receiving HIDTA funds, examining financial reports, accounting records and related documents, and determining whether procedures are consistent and conform to acceptable practices;
- 1.15 Examining program objectives and packages submitted by initiatives for adequacy of material and compliance with ONDCP/HIDTA procedures;
- 1.16 Assisting in planning and developing materials for presentation to the executive board and ONDCP; and
- 1.17 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to

administer the Grant Agreement between ONDCP and the City (“Grant/Award”) by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred fifty-five thousand five hundred forty-five dollars and thirty-seven cents (\$155,545.37) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

JULIE CHRISTINE

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Matthew Duran
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Deputy Director
AMOUNT: \$205,331.20
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA DEPUTY DIRECTOR SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) deputy director services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MATTHEW DURAN, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform deputy director services for HIDTA. Deputy director services include, but are not limited to:

- 1.1 Coordinating the HIDTA intelligence system operations to ensure compliance with the General Counterdrug Intelligence Plan, Office of National Drug Control Policy ("ONDCP") Program Policy and Budget Guidance, and other national and HIDTA program intelligence guidelines;
- 1.2 In the absence of the HIDTA executive director (“executive director”), the deputy director assumes the executive director’s responsibilities for the HIDTA program;
- 1.3 Monitoring and coordinating the HIDTA intelligence functions in order to provide optimal service to HIDTA initiatives and participating agencies through system evaluation and analysis. Identifying additional funding needs to the executive director, and facilitating reprogramming of funds where needed;
- 1.4 Preparing, facilitating, and directing the HIDTA investigative support center (“ISC”) staff in production of required annual and periodic reports such as the threat assessment, congressional reports, and peer reviews, as well as other strategic, tactical intelligence, and information documents, acting as primary editor;
- 1.5 Working cooperatively and collaboratively with HIDTA deputy directors and program managers, coordinating program activities to ensure HIDTA meets the HIDTA/ONDCP developmental standards for intelligence centers;

- 1.6 Understanding national intelligence system requirements and monitoring the status and progress of the HIDTA intelligence program to ensure interconnectivity and conformity to national requirements. Recommending improvements in intelligence program coordination and reporting to HIDTA's executive director, executive board ("executive board"), and its subcommittees;
- 1.7 Ensuring all aspects of the intelligence program are continually analyzed to identify new requirements, deficiencies, critical problems, and the need for program revision;
- 1.8 Supervising the preparation and maintenance of the ISC standard operating procedures (SOP) manual and annual budget based on requirements and input from the ISC manager and others;
- 1.9 Overseeing those responsible for the HIDTA facility's physical, procedural, and electronic security systems;
- 1.10 Being responsible for ISC budget matters, researching and developing of budget requirements, monitoring and approving purchases, invoices, and expenditures, and maintaining an ongoing awareness of budget status with all fiduciaries;
- 1.11 Assisting in planning innovative, comprehensive programs to meet the drug and regional crime threat while promoting HIDTA's enforcement and intelligence strategies;
- 1.12 Planning and forecasting for future requirements and developing short, medium, and long term plans to meet HIDTA's mission and goals;
- 1.13 Developing, fostering, and maintaining cooperative partnerships with federal, state, local, and tribal law enforcement agencies. Promoting and enhancing communications between HIDTA programs and initiatives;
- 1.14 Planning, developing, coordinating, and executing the annual HIDTA initiative review program. Assisting in the production of the ONDCP required Performance Management System;
- 1.15 Assisting in formulating policies and implementing strategic planning for the executive director and executive board in meeting HIDTA's mission and goals;
- 1.16 Providing general oversight and coordination for the preparation of annual initiative proposals. Ensuring that priorities and objectives are clearly identified, realistic, and consistent with other HIDTA programs and initiatives and in accordance with ONDCP mandates;

- 1.17 Assisting the HIDTA financial manager by providing advice, guidance, and assistance to task force managers and enforcement initiative supervisors during preparation of their HIDTA budgets;
- 1.18 Supervising HIDTA members responsible for general administration functions;
- 1.19 Supervising the HIDTA operations manager, who is responsible for promoting, developing, and maintaining a system for tracking operational and statistical performance data needed by HIDTA and/or participating HIDTA agencies;
- 1.20 Representing the HIDTA program and executive director by participating in national law enforcement meetings, conferences, and community forums;
- 1.21 Assisting the executive director as required with overall program administrative issues; and
- 1.22 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of two hundred five thousand three hundred thirty-one dollars and twenty cents (\$205,331.20) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary and car allowance, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

MATTHEW DURAN

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Keith Evans
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$105,739.74
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and KEITH EVANS, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred five thousand seven hundred thirty-nine dollars and seventy-four cents (\$105,739.74) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

KEITH EVANS

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Ian McKenzie
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Operations Manager
AMOUNT: \$126,840.00
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA OPERATIONS MANAGER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) operations manager services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and IAN MCKENZIE, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform operations manager services for HIDTA. Operations manager services include, but are not limited to:

- 1.1 Serving as the primary point of contact and administrator of the Performance Management Process (PMP) database;
- 1.2 Ensuring the reliability and accuracy of data and information entered into the PMP database;
- 1.3 Ensuring participant/initiative/agency compliance with the performance reporting provisions detailed in HIDTA’s Program Policy and Budget Guidance as well as the PMP user guide, keeping HIDTA’s executive director (“executive director”), or designee, updated as required;
- 1.4 Maintaining their PMP certification;
- 1.5 Ensuring appropriate personnel are trained annually on the PMP database and are apprised of any changes in procedures or definitions;
- 1.6 Assisting HIDTA, the Office of National Drug Control Policy (“ONDCP”), and independent auditors during performance audits and program reviews;
- 1.7 Where applicable, implementing audit recommendations, addressing findings, and drafting and implementing a corrective action plan (CAP), if necessary;

- 1.8 Creating, implementing, and tracking annual training plans to include expected outputs and preparing and submitting associated budgets;
- 1.9 Identifying, recommending, and carrying out relevant training for HIDTA and its initiatives;
- 1.10 Routinely communicating with others similarly situated throughout the HIDTA community, and elsewhere, to identify and implement best practices;
- 1.11 Being responsible for administrative matters associated with HIDTA sponsored training, to include: physical and virtual classroom set-up, facility considerations, student manuals/training material, training aids, other necessary equipment, and instructor/student coordination;
- 1.12 Conducting after-action interviews and assessments;
- 1.13 Communicating training matters to HIDTA employees and contractors, stakeholders, and other law enforcement and public health agencies/entities operating in Washington State; and
- 1.14 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred twenty-six thousand eight hundred forty dollars and zero cents (\$126,840.00) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

IAN MCKENZIE

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Shawn Mitchell
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$105,739.74
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and SHAWN MITCHELL, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred five thousand seven hundred thirty-nine dollars and seventy-four cents (\$105,739.74) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

SHAWN MITCHELL

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

CONTRACTOR: Michael J. Mizer
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Drug Intelligence Officer
AMOUNT: \$105,739.74
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2025, through December 31, 2025

AGREEMENT FOR NORTHWEST HIDTA DRUG INTELLIGENCE OFFICER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) drug intelligence officer services (“Agreement”) is made by and between the CITY OF KENNEWICK, a municipal corporation of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MICHAEL J. MIZER, an individual (“Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform drug intelligence officer services for HIDTA. Drug intelligence officer services include, but are not limited to:

- 1.1 Disseminating drug-related intelligence throughout Washington State;
- 1.2 Coordinating with HIDTA National Overdose Response Strategy personnel and drug intelligence officers throughout the United States;
- 1.3 Working with public health analysts and other representatives from the Centers for Disease Control and Prevention in furtherance of joint initiatives and policy considerations;
- 1.4 Tracking certain arrests and making appropriate notifications;
- 1.5 Serving as a clearinghouse for information requests from public and private entities;
- 1.6 Establishing points of contact with key federal, state, local, and tribal representatives to:
 - 1.6.1 Promote awareness and increase collaboration;
 - 1.6.2 Coordinate meetings, training, and outreach opportunities; and

- 1.6.3 Manage use of central databases ensuring the timely exchange of information;
- 1.7 Conducting interviews and liaising with members of public health, law enforcement, and the private sector to stay abreast of fluctuating drug threats and trends;
- 1.8 Preparing written reports and making presentations; and
- 1.9 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2025, and ending December 31, 2025, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

4. CONDITIONS OF EMPLOYMENT.

Employment is contingent on the qualification for, and maintenance of, a National Security Clearance at the appropriate level, with the minimum level required being secret.

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of one hundred five thousand seven hundred thirty-

nine dollars and seventy-four cents (\$105,739.74) for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

7. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

9. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 Revised Code of Washington (RCW), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

11. TERMINATION.

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2025, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days' written notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

12. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

14. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the State of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

15. SEVERABILITY.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

16. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

17. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this Agreement, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

MICHAEL J. MIZER

Date

CITY OF KENNEWICK

ERIN ERDMAN, City Manager

Date

Approved as to form:

LAURENCIO SANGUINO, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

RAFAEL PADILLA, Executive Board Chair

Date

Council Agenda Coversheet	Item Number: 4.g.	Date: 12/3/2024	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease	
	Subject:	Bid Award: Light Industrial Area (LIA) Utility Extensions	
	Department:	Public Works	
	Project #	P2211-24	

Recommendation

Staff recommends awarding P2211-24 Light Industrial Area (LIA) Utility Extensions project to Culbert Construction, Inc. in the amount of \$2,700,733.29 plus a 10% contingency amount of \$270,000.00 for a total amount of \$2,970,733.29

Motion for Consideration

Motion to award P2211-24 Light Industrial Area (LIA) Utility Extensions project to Culbert Construction, Inc. in the amount of \$2,700,733.29 plus a 10% contingency amount of \$270,000.00 for a total amount of \$2,970,733.29

Summary

Nine (9) bids were received on November 19, 2024.

Culbert Construction Inc.	\$2,700,733.29	Engineer’s Estimate:	\$3,892,433.95
Apollo, Inc.	\$2,719,499.21		
Midway Underground	\$2,815,309.35		
DW Excavating, Inc.	\$3,223,675.68		
Halme Construction, Inc.	\$3,384,538.64		
Game, Inc.	\$3,389,323.50		
Rotschy, Inc.	\$3,430,811.14		
Liberty Concrete, Inc.	\$3,946,374.15		
Watts Construction, Inc.	\$4,286,462.10		

This project consists of the construction of approximately 3,280 linear feet of 12-inch sanitary sewer pipe, 950 linear feet of 18-inch water pipe, and 950 linear feet of 16-inch water pipe to serve the light industrial area (LIA) south of I-82. The sanitary sewer and water pipelines will cross under I-82 via two 36-inch horizontal bore trenchless crossings, each approximately 220 linear feet. As part of an additive bid schedule, approximately 690 linear feet of existing 8-inch sanitary sewer pipe will be removed and replaced with 12-inch sanitary sewer pipe.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award this project to Culbert Construction, Inc., who we have determined to be the responsible bidder with the lowest responsive bid.

Alternatives

None recommended

Fiscal Impact

Project Funding Sources
\$1.61 million, American Rescue Plan Act (ARPA)
\$1.09 million, WA Commerce Grant
\$0.3 million, Water/ Sewer Enterprise Funds

Attachments:

None

Council Agenda Coversheet	Item Number: 4.h.	Date: 12/3/2024	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease	
	Subject:	Bid Award: Quinault & Columbia Center Blvd. Intersection Improvements Contract	
	Department:	Public Works	
	Project #	P2011-24	

Recommendation

Staff recommends awarding Contract P2011-24 Quinault & Columbia Center Blvd. Intersection Improvements to Apollo Inc. in the amount of \$1,678,944.13 plus a 10% contingency of \$167,894.41, for a total amount of \$1,846,838.54 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award Contract P2011-24 Quinault & Columbia Center Blvd. Intersection Improvements to Apollo Inc. in the amount of \$1,678,944.13 plus a 10% contingency of \$167,894.41, for a total amount of \$1,846,838.54 and authorize the City Manager to execute the contract.

Summary

Four bids were received on November 19, 2024, at 10:00 am.

Apollo Inc.	\$ 1,678,944.13	Engineer's Estimate	\$ 1,643,814.34
Ellison Earthworks, LLC	\$ 1,820,422.81		
Culbert Construction, Inc.	\$ 1,891,224.71		
Granite Construction Co.	\$ 3,081,405.32		

This Contract provides for the improvement of W. Quinault Ave and Columbia Center Blvd Intersection. Improvements consist of providing a second left-turn lane for added turning capacity for eastbound traffic turning north onto Columbia Center Blvd. A dedicated through-lane and right-turn lane will be constructed for westbound traffic on Quinault Ave. An additional lane shall be constructed southbound on Columbia Center Blvd. that will turn into the the Red Lion parking lot. The proposed work will require widening the intersection that will include new curb, gutter, sidewalk, traffic curbing, retaining walls, storm drainage, HMA overlay, new striping, signage and a new signal system (pre-purchased by the City). Also this proposed work will be in preparation for extending a third lane for north and southbound traffic on Col. Center Blvd. south of the intersection.

This contract work will also require certain underground utilities to be relocated to avoid impacts. All utilities requiring relocates are in City Right-of-Way and the owners of these utilities hold franchise agreements with the City. As such, all costs for relocation are on these utilities. To minimize conflict with the relocation work and the City's improvements, these utility companies have requested the City incorporate their relocation work in this contract and the costs will be reimbursed back to the City.

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 Apollo Inc. , who was determined to be a responsive bidder with the lowest responsive bid. The City has also received concurrence to award from WSDOT Highways & Local Programs, who is administering the Federal Funding on this project and ensuring compliance with DBE (Disadvantaged Business Enterprise) and Training goals.

Alternatives

None recommended.

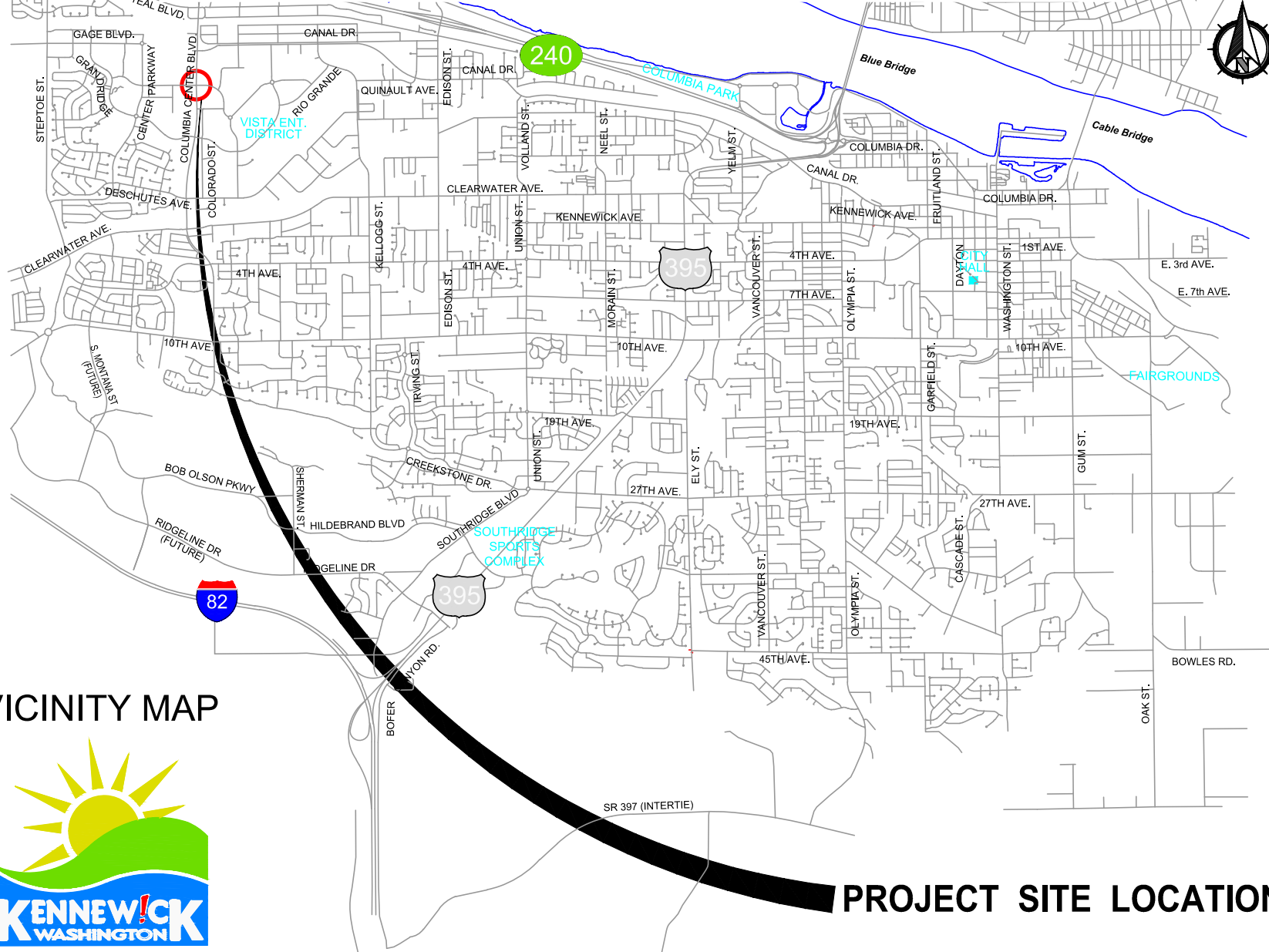
Fiscal Impact

Urban Arterial Streets Fund: \$402,894
Federal STB Grant: \$1,370,506
Utility Reimbursement: \$73,439

Attachments:

1. Map

Quinault & Columbia Center Blvd. Intersection Project



VICINITY MAP



PROJECT SITE LOCATION

Council Agenda Coversheet	Item Number: 4.i. Date: 12/3/2024 Item Type: Resolution	Category: Resolution Consent Agenda
	Subject: Resolution: Setting the Public Hearing Date for Assumption of the Transportation Benefit District Department: City Manager Resolution #:	
<u>Recommendation</u> Staff recommends adoption of the ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the resolution as presented. <u>Summary</u> On November 19, 2024, City Council approved the creation of a Transportation Benefit District. A Transportation Benefit District is a quasi-municipal corporation and an independent taxing district. As such, a TBD has separate annual financial reporting requirements per RCW 43.09.230 and is subject to a separate audit by the Washington State Auditor's Office. Pursuant to RCW 36.74, any city that forms a TBD with the same boundaries as the city may absorb the TBD and assume all of its "rights, powers, functions, and obligations," with the result that the TBD ceases to exist as a separate legal entity. According to the Municipal Research Services Center (MRSC), the majority of cities and towns that have established TBDs have also assumed their powers. If the City absorbs the TBD, the additional financial reporting requirements will go away, but the benefits of the TBD will remain in-tact as the City will assume those duties and functions. The result of this proposal will be a reduction in the burden upon the finance department as they will no longer be required to produce a separate set of financials for the TBD and the City; it can be incorporated into one financial report. Also, the City will not have to pay for a separate audit because the absorbed TBD would be included in the City's annual audit. To assume the rights, powers, functions, and obligations of the TBD, the City must first hold a public hearing according to the requirements of RCW 36.74.020-.030. City Council must approve a resolution indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions and obligations of the TBD. The resolution must set a time and place at which the city council will consider the proposed assumption and must state that all persons interested may appear and be heard. The resolution must then be published at least two times during the two weeks preceding the scheduled hearing. The proposed resolution meets the requirements of the statute and sets the public hearing for the December 17th council meeting. <u>Alternatives</u> No alternatives have been identified. <u>Fiscal Impact</u> Assumption of the TBD is anticipated to be a cost savings since there would not be the requirement to have separate annual financial statements and separate audit. The audit would be incorporated into the City's annual financial statement audit by the Washington State Auditor's Office.		
<u>Attachments:</u> 1. Resolution		

CITY OF KENNEWICK
RESOLUTION NO. 24- _____

A RESOLUTION OF THE CITY OF KENNEWICK, WASHINGTON,
SETTING A PUBLIC HEARING REGARDING THE CITY’S INTENDED
ASSUMPTION OF THE KENNEWICK TRANSPORTATION BENEFIT
DISTRICT PURSUANT TO CHAPTER 36.74 RCW.

WHEREAS, on November 19, 2024, the City Council of the City of Kennewick adopted Ordinance No. 24-6070 creating the Kennewick Transportation Benefit District (“Kennewick TBD”) with the same boundaries as the City limits, in accordance with Chapter 36.73 RCW; and

WHEREAS, Chapter 36.74 RCW authorizes the City to assume the rights, powers, functions, and obligations of the existing Kennewick TBD; and

WHEREAS, the City Council intends to consider the assumption of the Kennewick Transportation Benefit District coexistent with its boundaries and to exercise all rights, powers, functions, and obligations of the Kennewick Transportation Benefit District pursuant to Chapter 36.74 RCW; NOW THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON as follows:

Section 1. Intent. Pursuant to Chapter 36.74 RCW, it is the intention of the Kennewick City Council to conduct a public hearing concerning the assumption of the Kennewick Transportation Benefit District and to exercise all rights, powers, functions, and obligations of the Kennewick Transportation Benefit District pursuant to Chapter 36.74 RCW.

Section 2. Hearing. Pursuant to RCW 36.74.020, a public hearing is hereby set for December 17, 2024, to consider the assumption of the Kennewick Transportation Benefit District coexistent with its boundaries and to exercise all rights, powers, functions, and obligations of the Kennewick Transportation Benefit District pursuant to Chapter 36.74 RCW.

Said public hearing shall be held in the Council chambers located at Kennewick City Hall, 210 W. 6th Avenue, Kennewick, WA 99336 at 6:30 P.M. or as soon thereafter as this matter may be heard.

All persons interested may appear and be heard.

Section 3. Publication. Pursuant to RCW 36.74.020, this Resolution of intention shall be published at least two times during the two weeks preceding the scheduled hearing in the newspaper or newspaper of daily general circulation printed or published in the City in which the Kennewick Transportation Benefit District is located.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of December, 2024 and signed in authentication of its passage this 3rd day of December, 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 4th day of December,
2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

Council Agenda Coversheet	Item Number: 4.j. Date: 12/3/2024 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Financing Agreement: Benton County Emergency Services 800 MHz Radio Project between Richland, Pasco, Kennewick, Benton County, and Franklin County. Department: City Manager	

Recommendation

Staff recommends City Council approve the Funding Agreement between the participating capital financing members to take advantage of a significant discount offered by Motorola for the 800 MHz Radio Project.

Motion for Consideration

Motion to approve the Benton County Emergency Services 800 MHz Radio Project Financing Agreement as presented.

Summary

It is necessary to expand and upgrade the 800 MHz trunking radio system to ensure the safety of the public and first responders. The project includes adding up to eleven (11) additional radio sites across Benton and Franklin counties to provide required coverage, functionality and interoperability needed for effective public safety response. The project also includes the purchase and commissioning of necessary subscriber radios for users transitioning from the VHF system. This Funding Agreement facilitates financing for the 800 MHz Radio Project.

BUDGET SUMMARY AND DISCOUNT DETAILS:

Benton County Emergency Services (BCES) has been collaborating with Motorola to design and estimate the cost of the critical project. Motorola has provided a comprehensive quote of \$29.9 million for the entire endeavor. Importantly, they have agreed to maintain this price if the agreement is finalized by the end of this year. Should the contract not be signed before 2025, Motorola has indicated that they will need to impose additional inflationary costs, which could amount to an increase of \$5-6 million.

This information underscores the importance of timely decision-making to secure the current favorable pricing and avoid potential financial escalations.

BACKGROUND

Work to create a new BCES governing interlocal agreement is ongoing but will not be complete until 2025, well after the deadline has passed for the cost savings described above. Rather than rushing the overall governing document through the approval process, an interim mechanism, this Funding Agreement, was created to establish the commitment of each agency to fund and co-own the project assets, equally distributed among Benton and Franklin Counties and the cities of Richland, Kennewick, and Pasco.

Approval of this agreement on December 3, 2024, ensures a timely, discounted expansion of the radio system, benefiting emergency services and public safety communications.

PROPOSED APPROVAL TIMELINE

- December 2-6: Finance Agreement presented for approval at respective council/commission meetings.
- December 12: BCES Board approval of Motorola contract.
- December 17: Consent agenda approval by Richland City Council.
- December 18: Motorola contract execution.
- January 1, 2025: Motorola Financing initiated, with the first payment due in January/February 2026.

Alternatives

The alternative is to deny approval which would result in an estimated increased cost upwards of \$5,000,000 for the project. This alternative is not recommended.

Fiscal Impact

Each of the five participating agencies will contribute an equal 20% share of the project cost (estimated at \$29.9 million total):

- City of Richland: 20%
- City of Kennewick: 20%
- City of Pasco: 20%
- Benton County: 20%
- Franklin County: 20%

Attachments:

1. Agreement

**FINANCING AGREEMENT
REGARDING CAPITAL FINANCING BY THE
CITY OF RICHLAND
ON BEHALF OF BENTON COUNTY EMERGENCY SERVICES (BCES)
For the 800 MHz Radio Project
Motorola Project Nos. WA-23P072 (infrastructure) and WA-24P073M (subscriber units)**

This Financing Agreement (the “Financing Agreement”) is dated for reference purposes as of this _____ day of _____, 2024, and is entered into among the Capital Financing Member identified below, and each of the Financing Participants identified below, for the purpose of financing the 800MHz Radio Project (the “Project”).

Pursuant to Revised Code of Washington (RCW) 38.52.070 and the Interlocal Agreement, the BCES Members have established a local organization for emergency management in accordance with the State Emergency Management Plan and Program. This Financing Agreement is entered into as a condition precedent to execution of the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services (the “BCES Interlocal Agreement”) by and among the following parties: Benton County, a political subdivision of the State of Washington; Franklin County, a political subdivision of the State of Washington; City of Kennewick, a Washington municipal corporation; City of Richland, a Washington municipal corporation; City of West Richland, a Washington municipal corporation; City of Prosser, a Washington municipal corporation; City of Benton City, a Washington municipal corporation; City of Pasco, a Washington municipal corporation; and Benton County Fire Protection District Nos. 1, 2, and 4, all of which are Washington special purpose districts (collectively, the “BCES Members”).

For purposes of this Financing Agreement, the City of Richland is the “Capital Financing Member” and City of Kennewick, City of Pasco, Benton County, and Franklin County are referred to collectively as the “Financing Participants” and individually as “Financing Participant.” No other members of BCES are participating in this Financing Agreement.

Section 1. Definitions.

Capitalized terms used in this Financing Agreement shall have the meanings given such terms in the recitals hereof and as follows:

“**Executive Board**” means the governing board of BCES created pursuant to the BCES Interlocal Agreement.

“**Bonds**” mean bonds, notes or other evidences of borrowing issued by a Capital Financing Member to finance and/or refinance capital assets on behalf of BCES and its Members.

“**Budget**” means the budget prepared by the BCES Director in consultation with the Administrative Jurisdiction, and submitted to the Executive Board for its approval in accordance with Section 4.F of the BCES Interlocal Agreement, which budget shall set forth (a) an estimate of the costs of capital improvements or acquisitions required to be made to BCES Capital Facilities and Assets within the applicable year, (b) on a line item basis, all anticipated revenues and

expenses for the operation and maintenance of existing BCES Capital Facilities and Assets for the applicable year, and (c) any information required by policies adopted by the Executive Board.

“Capital Contribution” means, for each Financing Participant, that Financing Participant’s Capital Contribution Percentage multiplied by the Capital Project Cost, plus interest and administrative fees calculated in accordance with Section 2.1 of this Financing Agreement.

“Capital Contribution Percentage” means the percentage of the Capital Project Cost allocated to the Capital Financing Member and each Financing Participant, as follows:

Participant	Contribution Percentage	Role
City of Richland	20%	Capital Financing Member
City of Kennewick	20%	Financing Participant
City of Pasco	20%	Financing Participant
Benton County	20%	Financing Participant
Franklin County	20%	Financing Participant
Total	100.00%	

“Capital Project Cost” means the principal cost of the Project (not including interest) plus all costs of issuance, administrative expense, and similar costs incident to obtaining such financing, as described in Section 2.1 of this Financing Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Maintenance and Operation” means all reasonable expenses incurred by BCES in causing the Project to be operated and maintained in good repair, working order and condition over the financing period.

“Designated Representative” means the Mayor, City Manager, or other Executive or Finance Officer, as selected by each Financing Participant to act as its authorized representative for purposes of this Financing Agreement, or the designee of such person.

“Effective Date” has the meaning set forth in Section 4.7 of this Financing Agreement.

“BCES Director” means the director selected by the Administrative Jurisdiction and confirmed by the Executive Board pursuant to Section 3.A.2 of the BCES Interlocal Agreement.

“Project” means the expansion and upgrade of the existing Benton County ASTRO 25 800MHz trunking radio system by adding up to eleven (11) additional radio sites across Benton and Franklin counties to provide the required coverage, functionality and interoperability needed for effective public safety response. The Project includes the purchase and commissioning of necessary subscriber radios (mobiles and portables) for all users transitioning from the VHF system to the expanded 800MHz system.

Section 2. Financing of the Project

2.1. Responsibilities of Capital Financing Member. The Capital Financing Member

agrees to obtain or provide financing for the Project, in the manner determined by it, in its sole discretion, as providing the most efficient method to finance the Project.

(a) **Capital Project Cost.** The Capital Project Cost shall be determined based on the actual Project cost, including all costs of issuance, administrative costs, reserves, or other expenses associated with such obtaining the financing.

(b) **Interest Determination and Calculation of Capital Contributions.** Each Financing Participant's Capital Contribution shall include its allocable share of the Capital Project Cost plus interest as identified in the agreement with Motorola for Project Nos. WA-23P072 (infrastructure) and WA-24P073M (subscriber units). The Capital Financing Member agrees not to charge the Financing Participants a separate administrative fee related solely to its role as Capital Financing Member. If the Capital Financing Member utilizes internal funds to provide such financing, the interest rate shall be equal to the rate earned on the Local Government Investment Pool (or other similar investment strategy utilized by the Capital Financing Member for the investment of idle funds). If the Capital Financing Member chooses, in its sole discretion, to finance the Project through the issuance of Bonds or another form of borrowing, the interest rate shall be equal to the interest rate owed on the borrowing.

2.2. Responsibilities of Financing Participants

(a) **Capital Contributions.** Each Financing Participant shall be obligated to pay an amount equal to its Capital Contribution without regard to the payment or lack thereof by any other Financing Participant. No Financing Participant shall be obligated to pay the Capital Contribution of any other Financing Participant, and each Financing Participant shall be obligated to budget for and pay its Capital Contribution. The obligation of each Financing Participant to pay its Capital Contribution shall be an irrevocable full faith and credit obligation of such Financing Participant, payable from property taxes levied within the constitutional and statutory authority provided without a vote of the electors of the Financing Participant on all of the taxable property within the Financing Participant and other sources of revenues available therefor. Each Financing Participant has or will set aside and include in its calculation of outstanding non-voted general obligation indebtedness an amount equal to the principal component of its outstanding Capital Contribution. Each Financing Participant's obligation to pay the Capital Contribution shall not be contingent on the receipt of any revenues from other sources.

Any Financing Participant may prepay its Capital Contribution. Any such prepayment of one or more Financing Participants shall not affect the Capital Contribution Percentages of the remaining Financing Participants. Any Financing Participant that elects to prepay its Capital Contribution shall be responsible for paying all costs associated with such prepayment, if any.

2.3. Reserved.

2.4. Billing of Financing Participants. Each Financing Participant shall be billed for its Capital Contribution, plus interest, based on the established repayment schedule in the contract(s) executed between Capital Financing Member and Motorola for Project Nos. WA-23P072 (infrastructure) and WA-24P073M (subscriber units), or more frequently as determined by the Executive Board, calculated as provided above, and due within 30 days of the receipt.

2.5. Tax Exempt Financing.

If the Capital Financing Member, in its sole discretion, determines to issue tax-exempt or tax-advantaged bonds, notes, or other obligations, to obtain financing or refinancing for the Project, the Financing Participants acknowledge that the Project will be subject to restrictions on private business use under Section 141 of the Internal Revenue Code of 1986, as amended, and applicable IRS thereunder. Each of the Financing Participants agrees that it will not provide to nongovernmental persons special legal entitlements to use the Project under contractual arrangements providing preferential or exclusive right to use all or part of the Project without the written consent of the Capital Financing Member.

A “nongovernmental person” means any person other than a State or local government unit, including the United States of America and any federal department or agency, an Indian tribal government not carrying out essential governmental functions, any nonprofit corporation (including any 501(c)(3) organization), any other private entity, such as a business corporation, partnership, limited liability company or association, and a natural person engaged in a trade or business activity. Another state or local government unit is *not* a nongovernmental person.

Under current IRS regulations, some use arrangements with nongovernmental persons result in “private business use” and others do not. For example, private business use would result from: a lease with a term longer than two hundred (200) days (including renewal options); a management or service contract, such as a concession contract, that does *not* meet the “safe harbor” conditions of IRS Revenue Procedure 2017-13; or a “naming rights” contract with a corporate sponsor whose value (measured by the present value of the corporate sponsor’s payments to the issuer under the contract) exceeds ten percent (10%) of the cost of the bond-financed property. Other use arrangements with nongovernmental persons would not result in private business use, such as: an arrangement that is not available to the general public at generally applicable and uniformly applied rates but whose term of use is not longer than one hundred (100) days (including renewal options); a specially negotiated, arm’s-length contract whose term of use is not longer than fifty (50) days and requires fair market value payment for use, such as contracts with special event sponsors; or a management or service contract that meets the “safe harbor” conditions of IRS Revenue Procedure 2017-13. All private business uses of bond-financed property must be aggregated to determine the total amount of private business use that must be taken into account under the federal tax law restriction that no more than ten percent (10%) of the proceeds of a tax-exempt bond issue (including the Project being refinanced with the issue) may be used for any “related” private business use, which restriction is reduced to five percent (5%) for any “unrelated” private business use.

If the Financing Participants would like to obtain the Capital Financing Member’s consent to “private business use” of the Project, they must inform the Capital Financing Member in writing (addressed by mail and email to the Mayor and Finance Director of the Capital Financing Member) as to the proposed “private business use.” The Capital Financing Member shall consult with its bond counsel as to whether such “private business use” will impact the tax-exempt status of any bonds issued to finance or refinance the Project. The Capital Financing Member shall provide written notice to the Financing Participants of the Capital Financing Member’s bond counsel’s conclusion within thirty (30) days of receiving the request. If the Capital Financing Member’s bond counsel concludes that the “private business use” will adversely impact the tax-exempt status

of such financing or refinancing, the Financing Participants shall not allow such “private business use.”

Section 3. Ownership of the Project

3.1 Ownership Interests. The 800MHz Radio System identified in this Financial Agreement shall be owned in equal shares of one-fifth (20%) by the following member agencies: Benton County, Franklin County, and the cities of Kennewick, Richland, and Pasco. Ownership is governed by the Interlocal Agreement. No non-participating members have an ownership interest.

Section 4. Miscellaneous.

4.1. Interlocal Agreement. The Capital Financing Member and the Financing Participants agree:

(a) This Financing Agreement is intended to supplement the BCES Interlocal Agreement only. It does not create any separate administrative entity within the meaning of RCW 39.34.030(3)(b) or a “joint board” within the meaning of RCW 39.34.030(4)(a).

(b) The Designated Representative of each Financing Participant is appointed as the “administrator” within the meaning of RCW 39.34.030(4)(a) responsible for administering the Financing Participant’s rights and duties set forth in this Financing Agreement; and

(c) The parties will file or post this Financing Agreement as required by RCW 39.34.040.

4.2. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Financing Participants under any of the provisions of this Financing Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Benton County Superior Court, Benton County, Washington.

4.3. No Waiver of Breach. The failure of any party hereto to insist upon strict performance of any provision of this Financing Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right hereunder.

4.4. Compliance with all Laws. The Capital Financing Member and the Financing Participants shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances applicable to the performance of this Financing Agreement.

4.5. Continuation of Performance. In the event that any dispute or conflict arises among the parties hereto while this Financing Agreement is in effect, the parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

4.6. Severability. If any part, paragraph, section or provision of this Financing Agreement is adjudged to be invalid by any court of competent jurisdiction such adjudication shall not affect the validity of any remaining section, part or provision of this Financing Agreement.

4.7. Effective Date; Supplemental Nature. This Financing Agreement shall become effective on the date of the last signing party, (the “Effective Date”) and shall be deemed a supplement to the BCES Interlocal Agreement.

Section 5. Execution and Amendment.

5.1. Form of Execution. This Financing Agreement shall be executed on behalf of each party hereto by its Designated Representative, or other authorized officer, and pursuant to an appropriate motion, resolution or ordinance of such party.

5.2 Amendments. This Financing Agreement may not be effectively amended, changed, modified or altered, except by an instrument in writing duly executed by the Designated Representative, or other authorized officer, of each party hereto and pursuant to an appropriate motion, resolution or ordinance of such party. Notwithstanding the foregoing, so long as any Bonds issued for the Project by the Capital Financing Member are outstanding, any such amendment shall not be permitted if, in the opinion of the Capital Financing Member and its counsel, it materially adversely affects the owners of the Bonds or affects the tax-exempt status of the interest paid on the Bonds.

5.3 Execution in Counterparts. This Financing Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

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

[Signature pages to follow]

CITY OF RICHLAND, WASHINGTON
as CAPITAL FINANCING MEMBER

By _____
Jon Amundson, ICMA-CM, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

CITY OF KENNEWICK, WASHINGTON
as FINANCING PARTICIPANT

By _____
Erin Erdman, City Manager

Attest:

Krystal Townsend, City Clerk

Approved as to form:

Laurencio Sanguino, City Attorney

[Signatures continue below]

CITY OF PASCO, WASHINGTON as
FINANCING PARTICIPANT

By _____
Adam Lincoln, City Manager

Attest:

Debby Barham, City Clerk

Approved as to form:

Eric Ferguson, City Attorney

COUNTY OF BENTON, WASHINGTON
as FINANCING PARTICIPANT

By _____
Jerome Delvin, Chair
Benton County Commission

Date

Attest:

By _____
Michael Alvarez, Pro Tem
Benton County Commission

Date

Clerk of the Board

By _____
William McKay, Member

Date

Approved as to form:

Jeff Aultman, Chief Deputy Prosecuting
Attorney, Civil

[Signatures continue below]

COUNTY OF FRANKLIN, WASHINGTON
as FINANCING PARTICIPANT

By _____
Rocky Mullen, Chair
Franklin County Commission

Date

Attest:

By _____
Clint Didier, Pro Tem
Franklin County Commission

Date

Clerk of the Board

By _____
Steve Bauman, Member
Franklin County Commission

Date

Approved as to form:

Jeff Briggs, Franklin County Chief
Civil Deputy Prosecutor

Council Agenda Coversheet	Item Number: 5.a. Date: 12/3/2024 Item Type: Ordinance Subject: Ordinance: Mini-Storage Development Standards - Amending Kennewick Municipal Code 18.12.130 and Repealing KMC 18.12.180 Department: Community Planning Ordinance: Permit # DCA-2024-0003	Category: Ordinance
		
<u>Recommendation</u> The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve Development Code Amendment, DCA-2024-0003. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> At the hearing, staff presented the proposed amendments to KMC 18.12.130 - Mini-Storage Development Standards. Staff is of the opinion that the proposed amendments provide clear regulations that both storage facility owners/developers will be able to easily follow. The proposed amendments are not site specific. The amendments to the single-level mini-storage regulations are to ensure that the most highly traveled roads are not developed in a manner that eliminates the road frontage visibility that many businesses need in order to remain viable. The multi-story mini-storage facility regulations are completely new. Requiring that the facilities are subject to the Commercial Design Standards will help create vibrant commercial activity along street frontages. Additionally, staff proposed repealing KMC 18.12.180 - Recreational Vehicle Storage because the storage requirements are being established by the proposed amendments to Section 18.12.130. No testimony in favor or against was submitted by the public. The Planning Commission voted 4 to 0 to recommend approval to the City Council. <u>Alternatives</u> None Recommended. <u>Fiscal Impact</u> None Known.		
<u>Attachments:</u> 1. Ordinance 2. Redline 3. Presentation 4. Staff Report 5. PC Action Summary 6. PC Minutes		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.130 AND REPEALING SECTION
18.12.180 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 18.12.130 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.12.130: - Mini-Storage and Recreation Vehicle Storage Development Standards.

The following requirements are applicable to all new mini-storage and recreational vehicle storage complexes and to expansions of existing facilities:

- (1) New single-level mini-storage complexes, fully enclosed recreational vehicle storage and expansions of the same, shall be subject to the following:
 - (a) Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
 - (b) Each doorway shall be lighted with a minimum of one-foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
 - (c) Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:
 - (i) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (ii) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (iii) Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping and building design comparable to the commercial design standards is used along the street.
 - (d) All buildings shall have an eave of at least one foot.

- (e) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
 - (f) Mini-storage complexes shall meet the requirements of KMC 18.21 for the office and parking lot areas as well as street frontage landscaping requirements.
 - (g) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
 - (h) Barbed wire, razor wire and electric fences not be allowed unless in specific conditions when they are required for business safety.
 - (i) Setbacks:
 - (i) Front: 15 feet;
 - (ii) Side: Five feet;
 - (iii) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (iv) Primary entry gate: 50 feet from the back of the sidewalk.
 - (v) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line.
 - (vi) When located in the CC and CG zoning districts:
 - (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
 - (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.
- (2) New multi-story mini-storage facilities and expansions of the same shall be subject to the following:
- (a) Not permitted in residential zones.
 - (b) Commercial Zones, all new buildings and expansions shall be subject the Commercial Design Standards:
 - (c) On the ground floor, 100% of the street facing frontage of the building shall consist of retail or professional service uses.
 - (i) Display windows and storage alone do no constitute retail or professional uses.

- (d) Parking subject to KMC 18.36 – Off Street Parking.
 - (e) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.
 - (f) Landscaping: Applicable requirements of KMC 18.21.
- (3) Open air recreational vehicle storage facilities and expansion of the same, shall be subject to the following:
- (a) Access driveways shall be paved; and storage areas shall be paved or prepared with three inches of five-eighths minus gravel topped by one-inch of one-inch rolled rock and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington; maintained in a weed free condition; be graveled as necessary to eliminate dust; and must be subject to a designated and approved customer parking plan that includes physical markers for storage areas and barriers for access drives.
 - (b) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
 - (c) In addition to the requirements of KMC 18.21, Landscaping, all storage complexes shall have a minimum five-foot landscaped area meeting KMC 18.21.060(1)(a) when adjacent to a residential zoning district.
 - (d) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
 - (e) Barbed wire, razor wire, and electric fences shall not be allowed unless in specific conditions when they are required for business safety.
 - (f) A maximum eight-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (g) A maximum eight-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (h) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.
 - (iii) When located in CC and CG zoning districts, recreational vehicle complexes are permitted as follows:
 - (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way

- or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
- (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5746 Sec. 1, 2018; Ord. 5647 Sec. 2, 2016; Ord. 5407 Sec. 7, 2012; Ord. 5180 Sec. 1, 2007)

Section 2. Section 18.12.180 of the Kennewick Municipal Code, be, and the same hereby is, repealed in its entirety.

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 3rd day of December, 2024, and signed in authentication of its passage this 3rd day of December, 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
4th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.130 AND REPEALING SECTION
18.12.180 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 18.12.130 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.12.130: - Mini-Storage and Recreation Vehicle Storage Development Standards.

The following requirements are applicable to all new mini-storage and recreational vehicle storage complexes and to expansions of existing facilities:

~~(1) New single-level~~ The following requirements are applicable to all new mini-storage complexes, fully enclosed recreational vehicle storage and ~~to~~ expansions of the same, shall be subject to the following existing facilities:

- ~~(1a)~~ Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
- ~~(2b)~~ Each doorway shall be lighted with a minimum of one-foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
- ~~(4dc)~~ Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:
 - ~~(ai)~~ A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - ~~(bii)~~ A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - ~~(eiii)~~ Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping and building design comparable to the commercial design standards is used along the street.

- (~~5~~ed) All buildings shall have an eave of at least one foot.
- (~~6~~fe) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
- (~~7~~gf) Mini-storage complexes shall meet the requirements of KMC [18.21](#) for the office and parking lot areas as well as street frontage landscaping requirements.
- (~~8~~hg) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (~~9~~ih) Barbed wire, razor wire and electric fences ~~are not permitted~~ shall not be allowed unless in specific conditions when they are required for business safety.
- (~~10~~ji) Setbacks:
 - (~~a~~i) Front: 15 feet;
 - (~~b~~ii) Side: Five feet;
 - (~~e~~iii) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (~~d~~iv) Primary entry gate: 50 feet from the back of the sidewalk.
 - (~~e~~v) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line.
 - (~~v~~i) When located in the CC and CG zoning districts:
 - (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
 - (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.
- (2) New multi-story mini-storage facilities and expansions of the same, shall be subject to the following:
 - (a) Not permitted in residential zones.
 - (b) Commercial Zones, all new buildings and expansions shall be subject the Commercial Design Standards:
 - (c) On the ground floor, 100% of the street facing frontage of the building shall consist of retail or professional service uses.

- (i) Display windows and storage alone do no constitute retail or professional uses.
 - (d) Parking subject to KMC 18.36 – Off Street Parking.
 - (e) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.
 - (f) Landscaping: Applicable requirements of KMC 18.21.
- (3) Open air recreational vehicle storage facilities and expansion of the same, shall be subject to the following:
 - (a) Access driveways shall be paved; and storage areas shall be paved or prepared with three inches of five-eighths minus gravel topped by one-inch of one-inch rolled rock and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington; maintained in a weed free condition; be graveled as necessary to eliminate dust; and must be subject to a designated and approved customer parking plan that includes physical markers for storage areas and barriers for access drives.
 - (b) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
 - (c) In addition to the requirements of KMC 18.21, Landscaping, all storage complexes shall have a minimum five-foot landscaped area meeting KMC 18.21.060(1)(a) when adjacent to a residential zoning district.
 - (d) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
 - (e) Barbed wire, razor wire, and electric fences shall not be allowed unless in specific conditions when they are required for business safety.
 - (f) A maximum eight-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (g) A maximum eight-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (h) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.
 - (iii) When located in CC and CG zoning districts, recreational vehicle complexes are permitted as follows:

- (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
- (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5746 Sec. 1, 2018; Ord. 5647 Sec. 2, 2016; Ord. 5407 Sec. 7, 2012; Ord. 5180 Sec. 1, 2007)

Section 2. Section 18.12.180 of the Kennewick Municipal Code, be, and the same hereby is, repealed in its entirety.

~~18.12.180: -- Recreational Vehicle Storage.~~

~~The following requirements are applicable to all new recreational vehicle storage areas and to expansions of existing facilities:~~

- ~~(1) — Access driveways shall be paved; and storage areas shall be paved or prepared with three inches of five-eighths minus gravel topped by one inch of one-inch rolled rock and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington; maintained in a weed free condition; be regravelled as necessary to eliminate dust; and must be subject to a designated and approved customer parking plan that includes physical markers for storage areas and barriers for access drives.~~
- ~~(2) — Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.~~
- ~~(3) — In addition to the requirements of KMC 18.21, Landscaping, all storage complexes shall have a minimum five-foot landscaped area meeting KMC 18.21.060(1)(a) when adjacent to a residential zoning district.~~
- ~~(4) — Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.~~
- ~~(5) — All outdoor storage areas shall be screened with an eight-foot high sight-obscuring fence.~~
- ~~(6) — Barbed wire, razor wire, and electric fences are not permitted.~~
- ~~(7) — When located in CC and CG zoning districts, recreational vehicle complexes are permitted as follows:
 - ~~a. — Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional~~~~

~~Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;~~

- ~~b. Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.~~

~~(Ord. 5946 Sec. 1, 2021; Ord. 5180 Sec. 1, 2007)~~

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 3rd day of December, 2024, and signed in authentication of its passage this 3rd day of December, 2024.

Attest:

GRETL 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
4th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Meeting

Development Code Amendment DCA-2024-0003

December 3, 2024

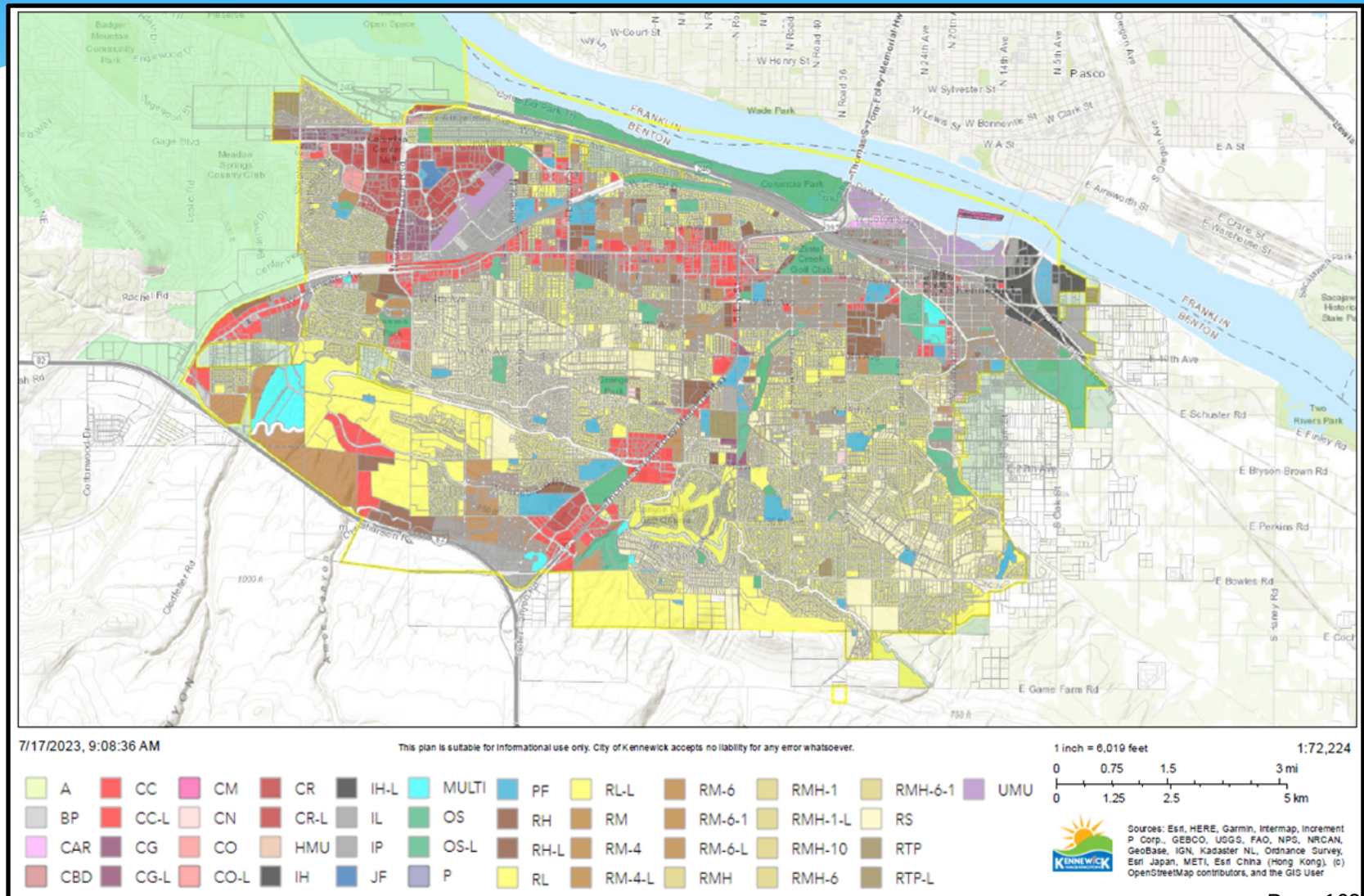


Application Summary

Applicant(s): City of Kennewick

Proposal: Amend Kennewick Municipal Code (KMC) Section 18.12.130 by establishing new mini-storage and recreation vehicle storage regulations. Repeal KMC 18.12.180 – Recreational Vehicle Storage

Zoning Map



Staff Analysis

- Staff is of the opinion that the proposed amendments provide clear regulations that both storage facility owners/developers will be able to easily follow. The proposed amendments are not site specific.
- The amendments to the single-level mini-storage regulations are to ensure that the most highly travelled roads are not developed in a manner that eliminates the road frontage visibility that many businesses need in order to remain viable.
- Recreation vehicle storage regulations have been added to the section. Recreation vehicle storage, when in the CC and CG zones and along principal arterial, minor arterial and collector streets, is subject to a 150 foot setback.
- The multi-story mini-storage facility regulations are completely new. Requiring that the facilities are subject to the Commercial Design Standards will help create vibrant commercial activity along street frontages. Retail/office commercial uses are required to be on the ground, in the front of the building and along the street frontage.

Hearing Summary

- The Planning Commission held a public hearing on October 21, 2024 for the proposed Development Code Amendment.
- No testimony for or against was presented at the hearing.
- Staff provided clarification in regard to allowing barbed wire, razor wire, and electric fences.
- The Planning Commission voted 4-0 to recommend approval of the proposed amendment.

Recommendation

The Planning Commission recommends approval of the proposed Development Code Amendment, DCA-2024-0003.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: DCA-2024-0003

Public Hearing Date: October 21, 2024

Proposal: Amend Kennewick Municipal Code (KMC) Section 18.12.130 by establishing new mini-storage and recreation vehicle storage regulations. Repeal KMC 18.12.180 – Recreational Vehicle Storage

Applicant: City of Kennewick

Staff Contact: Steve Donovan, Planning Manager

Background:

Earlier this year, an amendment to KMC 18.12.130 was submitted by a member of the public. That proposed amendment was denied by Council, but staff was given direction by Council to develop new regulations for multi-story mini-storages and recreational vehicle storage.

The City sent the earlier proposed amendments to the Department of Commerce on March 12, 2024. The Department of Commerce issued expedited review on March 26, 2024. Staff did not resend the new amendment to the Department of Commerce since the same code sections, as the earlier amendment, are proposed to be amended.

Discussion and Analysis:

Staff has proposed the following amendments (underlined, strikethrough and in red) to KMC Section 18.12.130 – Mini-Storage Development Standards:

18.12.130: - Mini-Storage and Recreation Vehicle Storage Development Standards.

(1) New single-level ~~The following requirements are applicable to all new~~ mini-storage complexes, fully enclosed recreational vehicle storage and ~~to~~ expansions of the same, shall be subject to the following existing facilities:

- ~~(4a)~~ Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
- ~~(2b)~~ Each doorway shall be lighted with a minimum of one-foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
- ~~(4d)~~ Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:

- (~~a~~i) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
- (~~b~~ii) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
- (~~e~~iii) Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping and building design comparable to the commercial design standards is used along the street.
- (~~5e~~) All buildings shall have an eave of at least one foot.
- (~~6f~~) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
- (~~7g~~) Mini-storage complexes shall meet the requirements of KMC [18.21](#) for the office and parking lot areas as well as street frontage landscaping requirements.
- (~~8h~~) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (~~9i~~) Barbed wire, razor wire and electric fences are not permitted.
- (~~10j~~) Setbacks:
 - (~~a~~i) Front: 15 feet;
 - (~~b~~ii) Side: Five feet;
 - (~~e~~iii) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (~~d~~iv) Primary entry gate: 50 feet from the back of the sidewalk.
 - (~~e~~v) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line.
 - (v) When located in the CC and CG zoning districts:
 - (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
 - (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.
- (2) New multi-story mini-storage facilities and expansions of the same, shall be subject to the following:

- (a) Not permitted in residential zones.
 - (b) Commercial Zones, all new buildings and expansions shall be subject the Commercial Design Standards:
 - (c) On the ground floor, 100% of the street facing frontage of the building shall consist of retail or professional service uses.
 - (i) Display windows and storage alone do no constitute retail or professional uses.
 - (d) Parking subject to KMC 18.36 – Off Street Parking.
 - (e) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.
 - (f) Landscaping: Applicable requirements of KMC 18.21.
- (3) Open air recreational vehicle storage facilities and expansion of the same, shall be subject to the following:
- (a) Access driveways shall be paved; and storage areas shall be paved or prepared with three inches of five-eighths minus gravel topped by one-inch of one-inch rolled rock and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington; maintained in a weed free condition; be graveled as necessary to eliminate dust; and must be subject to a designated and approved customer parking plan that includes physical markers for storage areas and barriers for access drives.
 - (b) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
 - (c) In addition to the requirements of KMC 18.21, Landscaping, all storage complexes shall have a minimum five-foot landscaped area meeting KMC 18.21.060(1)(a) when adjacent to a residential zoning district.
 - (d) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
 - (e) Barbed wire, razor wire, and electric fences shall not be allowed unless in specific conditions when they are required for business safety.
 - (f) A maximum eight-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (g) A maximum eight-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (h) Setbacks:
 - (i) Subject to the requirements of KMC 18.12.010 B.2.
 - (ii) Primary vehicular entry gate: 50 feet from the back of the sidewalk.

(iii) When located in CC and CG zoning districts, recreational vehicle complexes are permitted as follows:

- (A) Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;
- (B) Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.

As a result of the proposed amendments, KMC 18.12.180 – Recreational Vehicle Storage, will be repealed in full as indicated below:

~~18.12.180: – Recreational Vehicle Storage.~~

~~The following requirements are applicable to all new recreational vehicle storage areas and to expansions of existing facilities:~~

- ~~(1) Access driveways shall be paved; and storage areas shall be paved or prepared with three inches of five-eighths minus gravel topped by one inch of one-inch rolled rock and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington; maintained in a weed free condition; be regravelled as necessary to eliminate dust; and must be subject to a designated and approved customer parking plan that includes physical markers for storage areas and barriers for access drives.~~
- ~~(2) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.~~
- ~~(3) In addition to the requirements of KMC [18.21](#), Landscaping, all storage complexes shall have a minimum five-foot landscaped area meeting KMC 18.21.060(1)(a) when adjacent to a residential zoning district.~~
- ~~(4) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.~~
- ~~(5) All outdoor storage areas shall be screened with an eight-foot high sight-obscuring fence.~~
- ~~(6) Barbed wire, razor wire, and electric fences are not permitted.~~
- ~~(7) When located in CC and CG zoning districts, recreational vehicle complexes are permitted as follows:~~
 - ~~a. Properties containing street frontage on a principal arterial, minor arterial or collector street as classified under the Roadway Functional Classification Map of the Kennewick Citywide Transportation Plan or on Plaza Way or S Zintel Way shall maintain a minimum setback of 150 feet from the street frontage property line;~~
 - ~~b. Properties containing street frontage on all other types of streets may be built adjacent to the street frontage property line, provided that the streetscape requirements of the Commercial Design Standards are met.~~

Staff Analysis:

Staff is of the opinion that the proposed amendments provide clear regulations that both storage facility owners/developers will be able to easily follow. The proposed amendments are not site specific.

The amendments to the single-level mini-storages regulations are to ensure that the most highly travelled roads are not developed in a manner that eliminates the road frontage visibility that many businesses need in order to remain viable.

The multi-story mini-storage facility regulations are completely new. Requiring that the facilities are subject to the Commercial Design Standards will help create vibrant commercial activity along street frontages.

KMC Section 18.03.040: - Zone Purposes, ensures that the purpose of the zoning districts is consistent with the City Comprehensive Plan. Below are sub-sections that establish the purpose of the residential and commercial zoning districts where Mini-Storage Complexes and Recreational Vehicle Storages are permitted:

- (1) RS - The purpose of the RS district is to establish areas for low density single-family residential buildings, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in a semi-rural setting.
- (2) RL - The purpose of the RL district is to establish areas for low density, single-family, residential buildings, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.
- (3) RM - The purpose of the RM district is to establish areas for medium density single and multiple-family residential buildings and to establish regulations for their development. The district is for more intensive residential use where necessary or desirable to achieve good neighborhood design and stabilize land use.
- (4) RH - The purpose of RH district is to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial and low and medium density residential uses.
- (5) RMH - The purpose of RMH district is to establish areas for low density, single-family life, protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.
- (6) RTP - The purpose of the RTP district is to establish areas for two or more manufactured homes on a single parcel in a manner that protects existing residential land uses and creates good neighborhood design.
- (10) CC - The purpose of the CC district is to stabilize, improve and protect commercial areas, and to provide for orderly growth in new commercial areas in accord with the Comprehensive Plan. CC districts are intended for a wide range of uses to serve the community area to which they are appurtenant.
- (11) CR - The purpose of the CR district is to provide areas for a wide range of commercial uses to serve the entire region.
- (13) CG - The purpose of the CG district is to provide areas for heavy commercial use, wholesaling and warehousing, services supporting the primary activities of the other commercial and industrial districts, and uses which are not compatible with retail commercial zoning districts.

Comprehensive Plan Land Use Goals

The following goals provide a basis to for the type of uses appropriate in the commercial zones:

Commercial Goal 2: Sustain and enhance viable commercial areas.

Staff Comment: Staff is of the opinion that the proposed code amendments will allow for attractive and viable mini-storage and recreational vehicle storage facilities that will be an asset to the community.

Commercial Goal 3: Create a balanced system of commercial facilities reflecting neighborhood, community, and regional needs.

Staff Comment: The proposed amendments will ensure that the storage facilities have a positive impact to the areas/neighborhood they are in.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapter 18.12
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is the City of Kennewick, Community Development, 210 W 6th Avenue, Kennewick, WA 99336.
2. The application was submitted on July 29, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 12, 2024, consistent with the requirements of RCW 36.70A.106.
4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on March 12, 2024.
5. The Department of Commerce granted expedited review on March 26, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on October 6, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on April 2, 2024.

Conclusions of Law:

1. The proposed amendments will affect the City of Kennewick's general welfare in a positive manner, by allowing commercial properties to reach their fullest economic potential.
2. The proposed amendments comply with goals of the Comprehensive Plan Commercial Goals 2 and 3 by establishing regulations that will allow for the development of storage facilities that will be a benefit to the areas they are in.

Staff Recommendation:

Based on the above analysis of the applicant's request, staff recommends the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report DCA-2024-0003 and recommend approval of the amendments to KMC Section 18.12.130 and the repeal of KMC Section 18.12.180 to City Council.

Exhibits:

1. Staff Report
2. Environmental Determination of Non-significance ED-2024-0007
3. Zoning Map



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

FILE/PROJECT NUMBER: ED-2024-0007

DESCRIPTION OF PROPOSAL: To amend Kennewick Municipal Code Sections 18.12.130(4) and 18.12.130(10)(e) by removing screening and setback requirements for specific types of mini-storages.

PROPONENT: AMERCO Real Estate Company, c/o Lora Lakov, 2727 N Central Avenue, Phoenix, AZ 85004

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Not Site Specific

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: April 2, 2024

Signature: _____

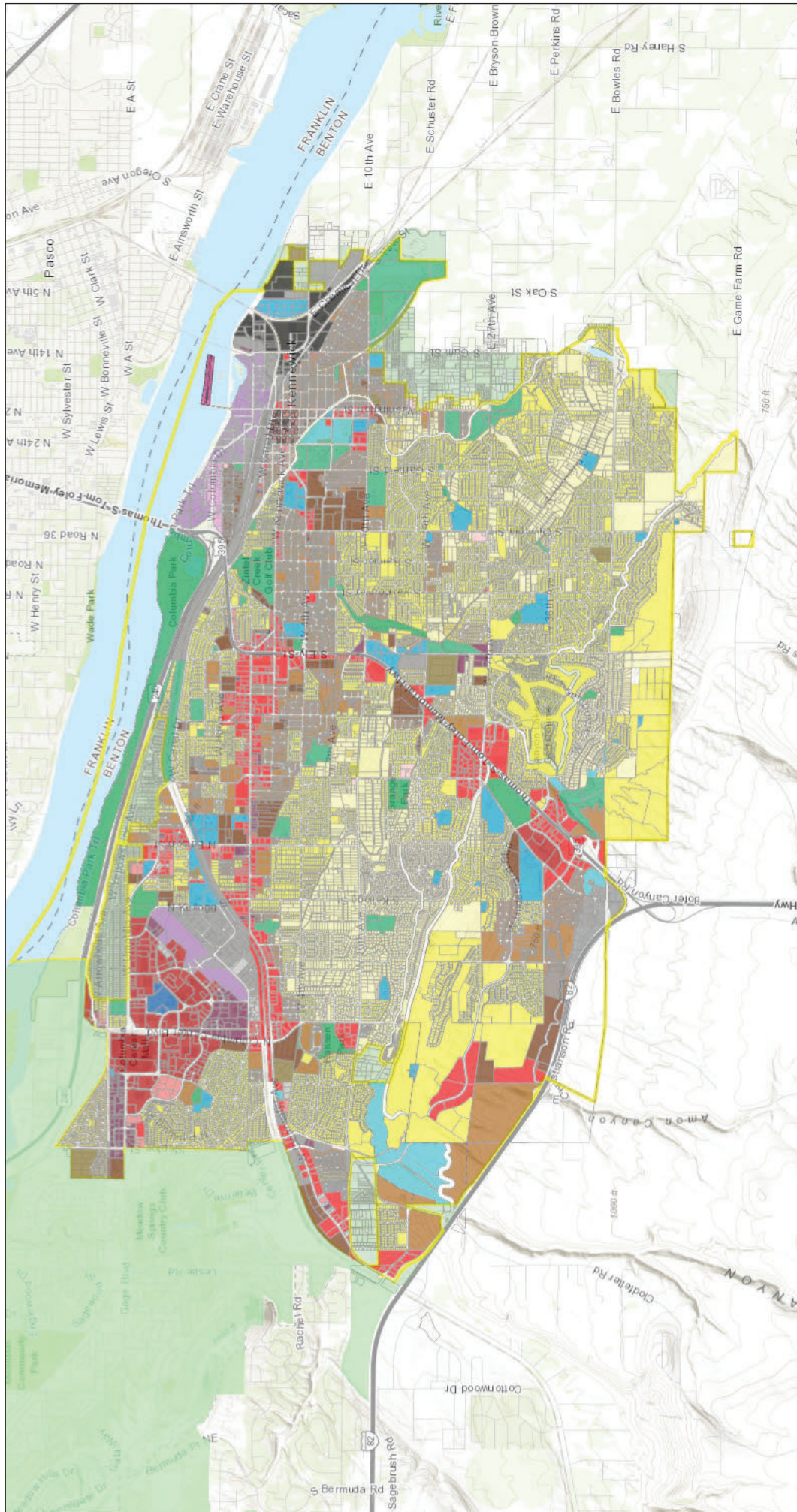
Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued, no later than 5 p.m. on April 16, 2024. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals 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-2024-0007 File

Zoning Map

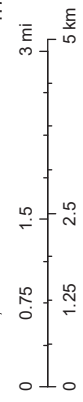
Exhibit 3



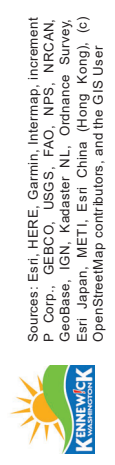
4/17/2024, 4:33:10 PM

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

1:72,224
1 inch = 6,019 feet



A	BP	CAR	CBD	CC	CC-L	CG	CG-L	CM	CN	CO	CO-L	CR	CR-L	HMU	IH	IH-L	IL	IP	JF	MULTI	PF	RL-L	RM	RM-4	RM-6	RM-6-1	RM-6-L	RMH	RMH-1	RMH-1-L	RMH-6-1	RS	RTP	RTP-L	UMU
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Planning Commission Action Summary

DCA-2024-0003 – City of Kennewick

The Kennewick Planning Commission conducted a public hearing on October 21, 2024. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Development Code Amendment, concurring with the findings and conclusions in Staff Report DCA-2024-0003 and recommends to City Council approve the proposed Development Code Amendment contained in the staff report.

Findings of Fact

1. The applicant is the City of Kennewick, Community Development, 210 W 6th Avenue, Kennewick, WA 99336.
2. The application was submitted on July 29, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 12, 2024, consistent with the requirements of RCW 36.70A.106.
4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on March 12, 2024.
5. The Department of Commerce granted expedited review on March 26, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on October 6, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on April 2, 2024.

Conclusions of Law

1. The proposed amendments will affect the City of Kennewick's general welfare in a positive manner, by allowing commercial properties to reach their fullest economic potential.
2. The proposed amendments comply with goals of the Comprehensive Plan Commercial Goals 2 and 3 by establishing regulations that will allow for the development of storage facilities that will be a benefit to the areas they are in.

The motion to recommend approval to City Council was moved by Commissioner Gregory and seconded by Commissioner Griffith. The motion was passed unanimously, with Commissioners Gregory, Griffith, Short and Vice Chairman Helgeson all in favor.

KENNEWICK PLANNING COMMISSION
October 21, 2024
MEETING MINUTES

1. CALL TO ORDER

Vice Chairman Helgeson called the meeting to order at 6:30 p.m.

Vice Chairman Helgeson led the Pledge of Allegiance.

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

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

ABSENT: Commissioner James Hempstead, Chairman Victor Morris (*Excused*).

STAFF: Anthony Muai, AICP Community Planning Director; Steve Donovan, AICP Development Services Manager; Planner; Melinda Didier, Community Planning Administrative Assistant.

Four commissioners were present and two absent; Ms. Didier declared a quorum was established.

2. CONSENT AGENDA

a. Approval of the minutes dated September 9 and October 7, 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:

Vice Chairman Helgeson made the following statement:

“Good evening and welcome to the October 21, 2024 Kennewick Planning Commission 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. DEVELOPMENT CODE AMENDMENT (DCA) #2024-0003:

Vice Chairman Helgeson opened the public hearing at 6:34 pm for Development Code Amendment (DCA) #2024-0003, proposing to amend Kennewick Municipal Code Sections 18.12.130 by establishing new mini-storage and recreation vehicle storage regulations; repeal KMC 18.12.180 – Recreational Vehicle Storage. Applicant – City of Kennewick Community Planning.

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

Planning Commission asked clarifying questions of staff: Section 1i to match Section 3e on the staff report (barbed wire, razor wire, electric fence not allowed unless required for business safety).

2. Testimony in Favor of the Request: None
3. Testimony Neutral/Against the Request: None
4. Testimony of Those Registered on Virtual Format: None
5. Staff Final Comments: None
6. Planning Commission Questions of Staff: None
7. Public Testimony Closed at 6:42 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report DCA-2024-0003 and recommend City Council APPROVE the request. Commissioner Griffith seconded the motion. The motion passed unanimously on a roll call vote.

DISCUSSION: Vice Chair Helgeson asked if the motion needs to be amended to provide for the changes in Section 1i and Section 3e of the staff report.

AMENDED MOTION: Commissioner Gregory moved to concur with the amendment of the original motion to include the match of Section 1i with Section 3e regarding barbed wire, razor wire, electric fence not allowed unless required for business safety in staff report DCA-2024-0003 and recommend City Council APPROVE the request. Commissioner Griffith seconded the motion.

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 – 2024 Comp Plan Amendments went to City Council; all four were approved unanimously; an annexation at S. Hansen Park and W. 10th was approved.

6. NEW BUSINESS:

- a. None

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

None

ADJOURNMENT: The meeting concluded at 6:49 p.m.

Council Agenda Coversheet	Item Number: 5.b. Date: 12/3/2024 Item Type: Ordinance Subject: Ordinance: Reducing the Lot Width of Rowhouses and Townhomes in Residential Medium and High Density Zones, Amending Kennewick Municipal Code 18.12.010 A.2. Department: Community Planning Ordinance # Permit # DCA-2024-0004	Category: Ordinance
		
<u>Recommendation</u> The Planning Commission recommends City Council concur with the findings and conclusions contained within staff report DCA-2024-0004 by adopting the Ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> Knutzen Engineering, on behalf of Harmony Development, LLC, has applied to amend Kennewick Municipal Code Section 18.12.010 A.2- Table of Residential Site Development Standards, by reducing the minimum lot width of Rowhouses and Townhouses from 24 feet to 20 feet in Residential, Medium Density (RM) and Residential, High Density (RH) zones. The Planning Commission held a public hearing to review the proposal on November 18, 2024. At the hearing, staff presented an overview of the staff report and findings. The applicant's representative, Rick Simon, spoke in favor of the amendment. No other public testimony, either for or against the proposed Code Amendment, was received. The Planning Commission voted unanimously to recommend approval of DCA-2024-0004 to City Council. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None identified.		
<u>Attachments:</u> 1. Ordinance 2. Redline 3. Presentation 4. Staff Report 5. PC Action Summary		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.010 A.2 OF THE KENNEWICK
MUNICIPAL CODE

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

Section 1. Section 18.12.010 A.2 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.12.010 A.2: - Table of Residential Site Development Standards.

Minimum and maximum residential standards are identified in the following table.

	RS ⁵	RL ⁵	RM ^{3, 4, 5, 6}	RH ^{3, 4, 5, 6}	RTP ^{3, 4, 5}	RMH ⁶	UMU ^{3, 7}
Max. Density ¹	N/A	N/A	13	27	13	4	N/A
Min. Lot Size	10,500	7,500	4,000	4,000	1 acre	7,500	N/A
Min. Lot Size (Rowhouse/ Townhouse)	N/A	N/A	1,800	1,600	N/A	N/A	N/A
Min. Lot Width ²	60'	60'	50'	N/A	N/A	60'	N/A
Min. Lot Width ² (Rowhouse/ Townhouse)	N/A	N/A	20'	20'	N/A	N/A	N/A
Min. Front Yard/ Street Setback ²	15'	15'	15'	15'	15'	20'	See KMC 18.80
Min. Garage Setback ²	20'	20'	20'	20'	20'	20'	N/A
Min. Side Yard Setback ²	5'	5'	5'	5'	5'	5'	0'
Min. Rear Yard Setback ²	15'	15'	15'	15'	15'	15'	5'
Max. Height	35'	35'	35'	45'	N/A	30'	N/A
Min. Lot Frontage ²	30'	30'	30'	30'	30'	30'	20'
Min. Lot Frontage ² (Rowhouse/ Townhouse)	N/A	N/A	20'	20'	N/A	N/A	N/A

FOOTNOTES for Table 18.12.010 A.2 Residential Standards Table:

- (1) Maximum Density - The maximum permitted number of lots/units is determined by dividing the gross area of the parcel in square feet by 43,560 square feet, multiplied by the allowed maximum density under table 18.12.010. The closest whole number is the permitted maximum number of lots/units.
- (2) Yards:
 - (a) Street: Building setback lines will be measured from the back of the sidewalk. Where no sidewalk exists and in the UMU district, building setback lines will be measured from the right-of-way line. (See fig.1a-b)
 - (i) For garages that face a no-street abutting property line (side-entry garages,) the garage setback may be reduced to 15' from the back of the sidewalk. The street facing façade of the garage shall be treated with windows, modulations and/or architectural design elements and features that mimic the remainder of the house. Landscaping shall also be required along the street-facing façade. (See fig. 2a-b)
 - (ii) In no instance shall a vehicle or any other object be allowed to obstruct a pedestrian walkway/sidewalk.
 - (b) Rear: As measured from an existing lot line or alleyway.
 - (c) Side: Shall be five feet from the nearest side yard property line.
 - (i) Single-family attached and zero-lot line housing shall have no setback on the side where the property line follows a common or zero-lot line wall.
 - (ii) End units shall have a five-foot setback from the nearest side yard property line and no setback on the common wall side.
 - (d) Lot Frontage: Lot frontage lines will be measured from the right-of-way line.
 - (e) Where no street frontage exists, building setback and lot frontage lines will be addressed during the site plan or plat review process and must be approved by the Planning Director.

Fig. 1.a.

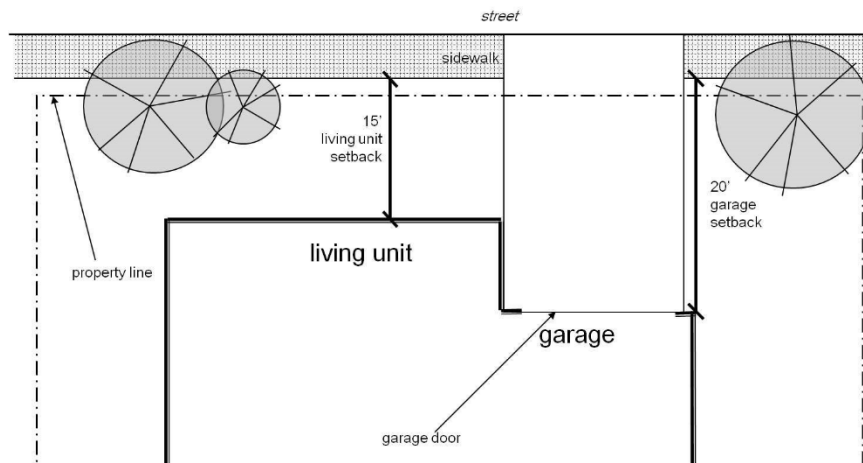


Fig. 2.a.

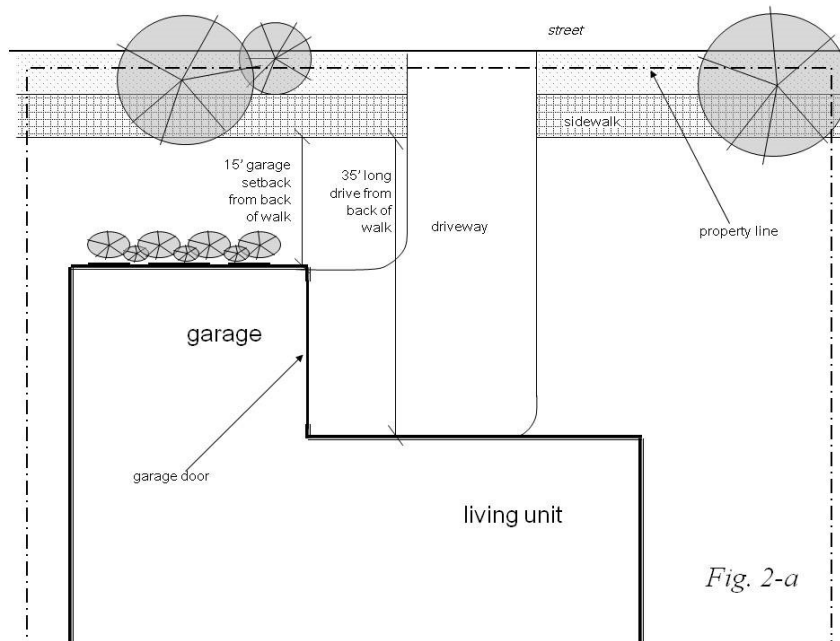
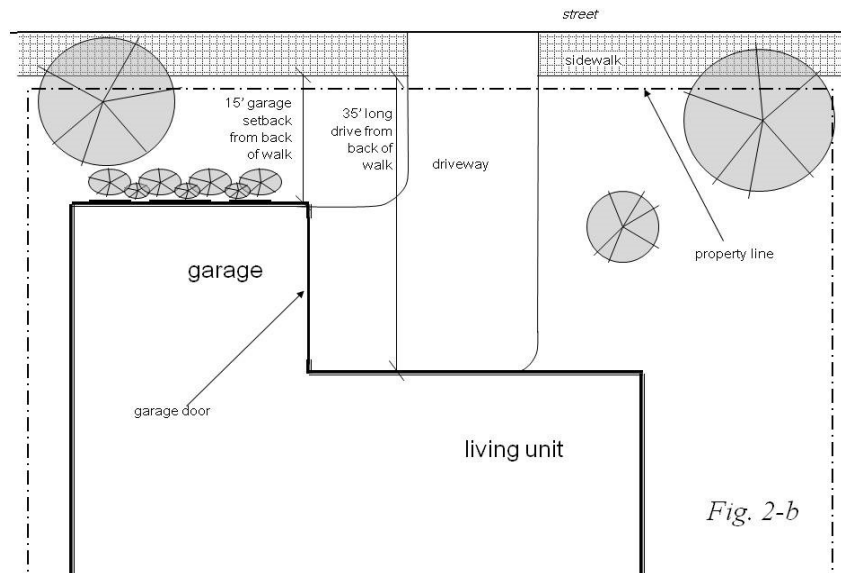


Fig. 2-a

Fig. 2.b.



(3) Open space calculations.

- (a) In multi-family developments, where the density exceeds seven units per acre, the amount of required common open space shall equal or be greater than the minimum aggregate area of provided bedrooms based on the following formula: 300 square feet for the first bedroom and 200 square feet for each additional bedroom; exclusive of required street frontage setbacks and required parking areas. "Open area" is an area with average dimensions of not less than 15 feet by not less than 500 square feet. More than one open area may be provided in a given development. Any interpretation of this Section will be made by the Director.
- (b) Within the UMU district, new developments with a lot area of more than 20,000 square feet shall provide a pedestrian-oriented space (plaza, courtyard or similar space) of at least one percent of the site area as described below. Buildings that front on a public sidewalk and have a pedestrian-oriented commercial use facing that sidewalk are exempt from this open space requirement.
 - (i) Pedestrian-oriented space must include:
 - (A) Visual and pedestrian access including barrier-free access to the abutting structures from the public right-of-way or a non-vehicular courtyard.
 - (B) Paved walking surfaces of either concrete or approved unit paving in areas intended for foot traffic.

- (C) On-site or building mounted lighting providing at least 0.6 foot-candles (average) on the ground.
- (D) At least three feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space.
- (E) Landscaping to enhance the area.
- (F) At least 25 percent of the plaza or courtyard must be shaded by structure or tree canopy (at least ten years after planting).
- (ii) Outdoor pedestrian-oriented space shall not include:
 - (A) Asphalt or gravel pavement (Exception: decomposed granite and other architectural surface treatments).
 - (B) Adjacent unscreened parking lots.
 - (C) Adjacent chain link fences.
 - (D) Adjacent "blank walls".
 - (E) Adjacent dumpsters or service areas.
 - (F) Outdoor storage or retail sales (shopping carts, potting soil bags, firewood, etc.) that do not contribute to the pedestrian environment.
- (iii) In-Lieu Provisions—Pedestrian-Oriented Space Requirement in Urban Mixed Use (UMU) District: Provided all of the following requirements are met, required publicly accessible open space in the Urban Mixed Use (UMU) District will be provided on the site containing the permitted land use.
 - (A) The proposing owner or developer shall improve and may, at their and the city's discretion, dedicate land to provide the pedestrian-oriented space requirement in accordance with the approval of the planning official, or shall pay a fee in lieu of such improvement and dedication if the planning official determines that the dedication and improvement of land is not feasible or desirable due to the physical characteristics of the site.
 - (B) The property owner or developer shall either:
 - (I) Provide and construct (and optionally dedicate) the on-site pedestrian-oriented space requirement to city design and construction standards subject to city approval or:
 - (II) Enter a voluntary agreement with the city to pay an amount equal to the city's cost of acquiring and constructing the pedestrian-oriented space requirement in another location within the same UMU District as identified and approved by the planning official.

- (4) Mobile Home Park Requirements:
- (a) New Mobile Home Parks: For Residential Trailer Parks developed after January 1, 1998, the following spacing standards may be utilized:
 - (i) When each primary structure has a 20-foot front and rear yard (18.09.1950) or open space, the following spacing standards apply: side-by-side, end-to-end and parallel - ten feet between each primary structure; accessory structures that meet provisions of the International Building Code must have a minimum four-foot setback between the primary structure unless attached to the primary structure, and must have a minimum six-foot setback between adjacent primary and accessory structures.
 - (b) Ten feet setback from all property lines; 20 feet from an existing right-of-way line or proposed right-of-way line whichever is greater.
 - (c) Spacing: 20 feet between mobile homes located side-by-side, end-to-end and parallel. End-to-end, ten feet if the extended outside edge does not project beyond the extended centerline of the adjacent unit. There must be 20 feet between any mobile home and any permanent structure; ten feet between any mobile home and any accessory structure unless attached to the mobile home in accord with the State of Washington and the International Building Code; ten feet between any occupied travel trailer and any mobile home, accessory structure or permanent building. The average distance between adjacent, angular mobile homes must not be less than 20 feet with the closest point no less than ten feet.
 - (d) Mobile Home Roadways: Each manufactured home must be served by at least one 30-foot wide roadway for two moving lanes of traffic and a three-foot delineated, pedestrian walkway. If on-roadway parking is allowed, the roadway width must be increased accordingly. All roadways must be improved with asphalt, bituminous surface treatment or an equivalent.
 - (5) Single-Family Homes (attached and detached); Manufactured Homes:
 - (a) Intent: It is the intent of the section to set forth the terms and conditions under which single-family homes may be sited, and to ensure that manufactured homes as defined herein may be sited in any zone where single-family homes are permitted. These regulations apply to all zones where single-family homes are permitted.
 - (b) Minimum siting standards: The following standards apply to the siting of all single-family homes, whether site-built homes or manufactured homes. Where any conflict arises between these regulations and the adopted building code, the stricter standard shall apply.
 - (i) Foundation: All dwellings shall be placed on permanent foundations;

- (ii) Minimum width: A dwelling shall not be less than 14 feet in width at the narrowest point of its first story;
 - (iii) Age of dwelling (for manufactured homes only): no manufactured home more than three years old on the date of installation or previously lived in shall be permitted on any lot;
 - (iv) All units with a common wall must be constructed concurrently and be under the same ownership at the time of initial construction;
 - (v) Common walls must follow property lines and have no openings.
- (6) Townhouse/Rowhouse Development:
 - (a) All townhouse or rowhouse development shall comply with the Residential Design Standards-Multi-Family;
 - (b) There must be at least ten feet on end between groups. This space may either be end unit lots or common open space, and, if so, there may be openings in the end units;
 - (c) The number of connected units may not exceed eight;
 - (d) The Planning Director may approve up to a ten-percent deviation from all standards related to townhouse or rowhouse development.
- (7) Urban Mixed Use District:
 - (a) Legal lots of record existing as of June 1, 2017, shall be deemed to be in compliance with the lot size restrictions, however after June 1, 2017, no lot intended for single-family use shall be created in excess of 5,000 square feet.
 - (b) Setbacks for all residential uses shall be measured from property lines.
 - (c) Building setback from front and side property lines are not required, except as mandated by the applicable local, state and federal codes.

(Ord, 24-_____ Sec. 1, 2024; Ord. 5764 Sec. 1, 2018; Ord. 5743 Sec. 2, 2018; Ord. 5712 Sec. 2, 2017; Ord. 5647 Sec. 1, 2016; Ord. 5542 Sec. 1, 2014; Ord. 5504 Sec. 1, 2013; Ord. 5407 Sec. 4, 2012; Ord. 5365 Sec. 3, 2011; Ord. 5309 Sec. 9, 2010; Ord. 5204 Sec. 6, 2007; Ord. 5180 Sec. 1, 2007)

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 3rd day of December, 2024, and signed in authentication of its passage this 3rd day of December, 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
4th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.010 A.2 OF THE KENNEWICK
MUNICIPAL CODE

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

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Min. Lot Width ²	60'	60'	50'	N/A	N/A	60'	N/A
Min. Lot Width ² (Rowhouse/ Townhouse)	N/A	N/A	20'24'	20'24'	N/A	N/A	N/A
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Min. Garage Setback ²	20'	20'	20'	20'	20'	20'	N/A
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Min. Rear Yard Setback ²	15'	15'	15'	15'	15'	15'	5'
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Fig. 1.a.

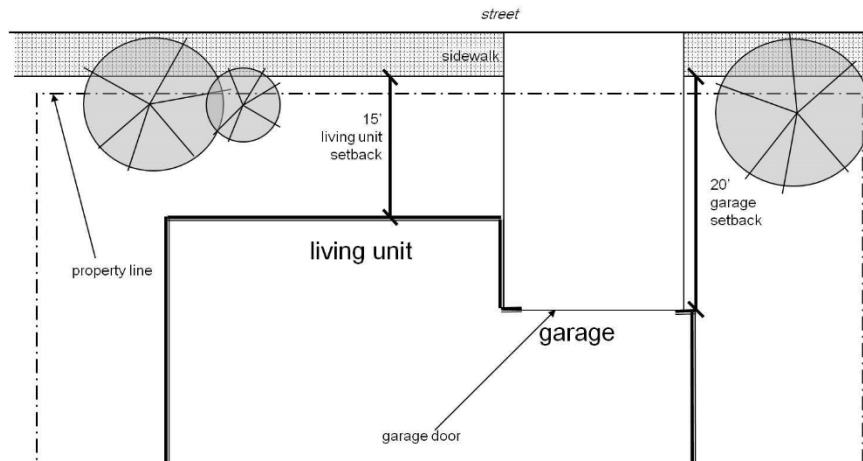


Fig. 2.a.

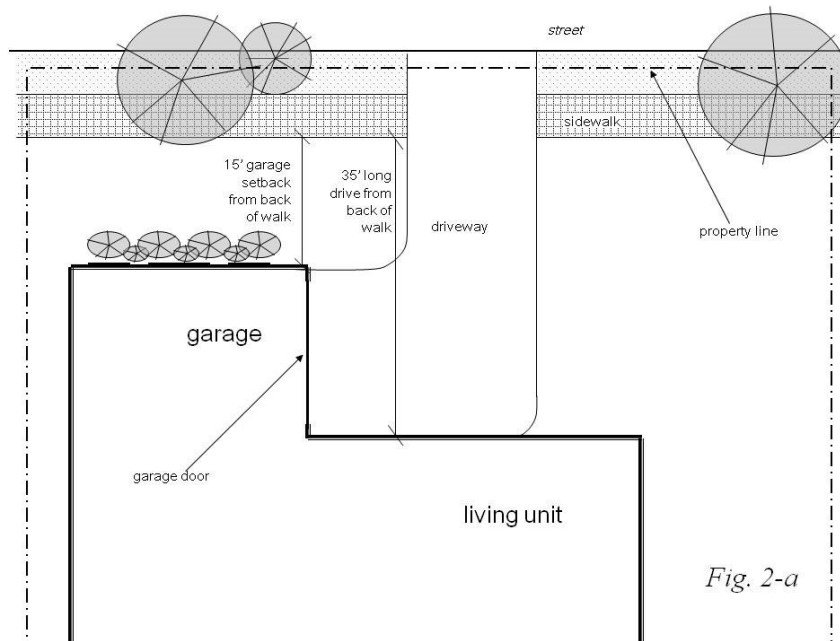
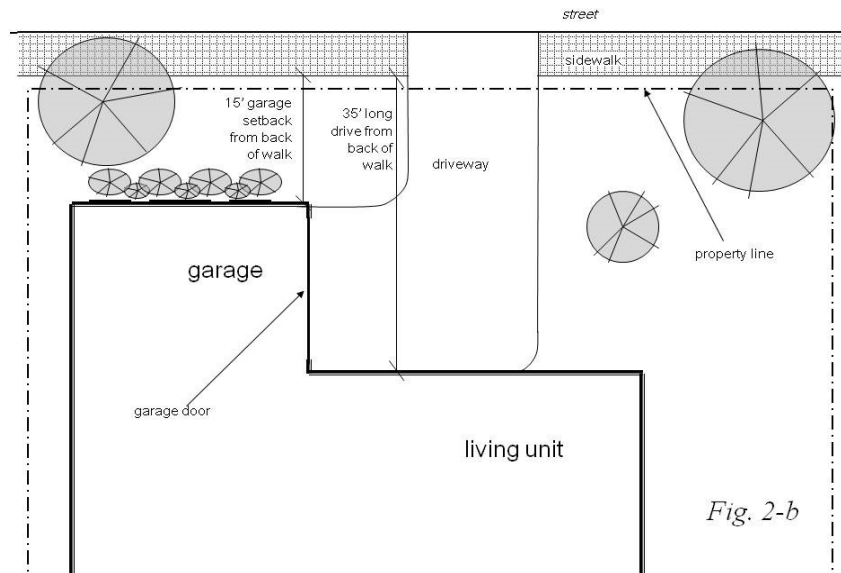


Fig. 2-a

Fig. 2.b.



(3) Open space calculations.

- (a) In multi-family developments, where the density exceeds seven units per acre, the amount of required common open space shall equal or be greater than the minimum aggregate area of provided bedrooms based on the following formula: 300 square feet for the first bedroom and 200 square feet for each additional bedroom; exclusive of required street frontage setbacks and required parking areas. "Open area" is an area with average dimensions of not less than 15 feet by not less than 500 square feet. More than one open area may be provided in a given development. Any interpretation of this Section will be made by the Director.
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 - (b) Ten feet setback from all property lines; 20 feet from an existing right-of-way line or proposed right-of-way line whichever is greater.
 - (c) Spacing: 20 feet between mobile homes located side-by-side, end-to-end and parallel. End-to-end, ten feet if the extended outside edge does not project beyond the extended centerline of the adjacent unit. There must be 20 feet between any mobile home and any permanent structure; ten feet between any mobile home and any accessory structure unless attached to the mobile home in accord with the State of Washington and the International Building Code; ten feet between any occupied travel trailer and any mobile home, accessory structure or permanent building. The average distance between adjacent, angular mobile homes must not be less than 20 feet with the closest point no less than ten feet.
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- (5) Single-Family Homes (attached and detached); Manufactured Homes:
 - (a) Intent: It is the intent of the section to set forth the terms and conditions under which single-family homes may be sited, and to ensure that manufactured homes as defined herein may be sited in any zone where single-family homes are permitted. These regulations apply to all zones where single-family homes are permitted.
 - (b) Minimum siting standards: The following standards apply to the siting of all single-family homes, whether site-built homes or manufactured homes. Where any conflict arises between these regulations and the adopted building code, the stricter standard shall apply.
 - (i) Foundation: All dwellings shall be placed on permanent foundations;

- (ii) Minimum width: A dwelling shall not be less than 14 feet in width at the narrowest point of its first story;
 - (iii) Age of dwelling (for manufactured homes only): no manufactured home more than three years old on the date of installation or previously lived in shall be permitted on any lot;
 - (iv) All units with a common wall must be constructed concurrently and be under the same ownership at the time of initial construction;
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- (6) Townhouse/Rowhouse Development:
 - (a) All townhouse or rowhouse development shall comply with the Residential Design Standards-Multi-Family;
 - (b) There must be at least ten feet on end between groups. This space may either be end unit lots or common open space, and, if so, there may be openings in the end units;
 - (c) The number of connected units may not exceed eight;
 - (d) The Planning Director may approve up to a ten-percent deviation from all standards related to townhouse or rowhouse development.
- (7) Urban Mixed Use District:
 - (a) Legal lots of record existing as of June 1, 2017, shall be deemed to be in compliance with the lot size restrictions, however after June 1, 2017, no lot intended for single-family use shall be created in excess of 5,000 square feet.
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(Ord. 24-_____ Sec. 1, 2024; Ord. 5764 Sec. 1, 2018; Ord. 5743 Sec. 2, 2018; Ord. 5712 Sec. 2, 2017; Ord. 5647 Sec. 1, 2016; Ord. 5542 Sec. 1, 2014; Ord. 5504 Sec. 1, 2013; Ord. 5407 Sec. 4, 2012; Ord. 5365 Sec. 3, 2011; Ord. 5309 Sec. 9, 2010; Ord. 5204 Sec. 6, 2007; Ord. 5180 Sec. 1, 2007)

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 3rd day of December, 2024, and signed in authentication of its passage this 3rd day of December, 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
4th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Meeting

Development Code Amendment DCA-2024-0004

DECEMBER 3, 2024



Application Summary

Applicant(s): Knutzen Engineering

Proposal: To amend Kennewick Municipal Code Section 18.12.010 A.2- Table of Residential Site Development Standards, by reducing the minimum lot width of Rowhouses and Townhouses from 24 feet to 20 feet in the Residential, Medium Density(RM) and Residential, High Density(RH) zoning districts.

KMC 18.12.010 A.2 Table Revision

	RS ⁵	RL ⁵	RM ^{3, 4, 5, 6}	RH ^{3, 4, 5, 6}	RTP ^{3, 4, 5}	RMH ⁶	UMU ^{3, 7}
Max. Density ¹	N/A	N/A	13	27	13	4	N/A
Min. Lot Size	10,500	7,500	4,000	4,000	1 acre	7,500	N/A
Min. Lot Size (Rowhouse/ Townhouse)	N/A	N/A	1,800	1,600	N/A	N/A	N/A
Min. Lot Width ²	60'	60'	50'	N/A	N/A	60'	N/A
Min. Lot Width ² (Rowhouse/ Townhouse)	N/A	N/A	24'-20'	24'-20'	N/A	N/A	N/A
Min. Front Yard/ Street Setback ²	15'	15'	15'	15'	15'	20'	See KMC 18.80
Min. Garage Setback ²	20'	20'	20'	20'	20'	20'	N/A
Min. Side Yard Setback ²	5'	5'	5'	5'	5'	5'	0'
Min. Rear Yard Setback ²	15'	15'	15'	15'	15'	15'	5'
Max. Height	35'	35'	35'	45'	N/A	30'	N/A
Min. Lot Frontage ²	30'	30'	30'	30'	30'	30'	20'
Min. Lot Frontage ² (Rowhouse/ Townhouse)	N/A	N/A	20'	20'	N/A	N/A	N/A

Staff Analysis

- Public Works has concerns that reducing the lot width may create a problem accommodating driveways.
- Installing rolled curb is currently an option in the Standard Specifications, and may be the only option with the reduced lot width.
- A street tree is still required and placement may prove to be a challenge with a reduced lot width.
- The reduced lot width does allow for an increase of housing units, possibly more affordable; and creates the potential to utilize lots that would not work at the 24' width.

Recommendation

The Planning Commission recommends City Council concur with the Findings and Conclusions contained within staff report DCA-2024-0004 and approve the Development Code Amendment.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE NO: DCA-2024-0004

Public Hearing Date: November 18, 2024

Summary of Proposal: To amend Kennewick Municipal Code Section 18.12.010 A.2 Table of Residential Site Development Standards by reducing the required width of a rowhouse/townhouse lot from 24 feet to 20 feet in the Residential, Medium Density (RM) and Residential, High Density (RH) zoning districts.

Applicant: Knutzen Engineering

Staff Contact: Alisha Piper, Planner

Background:

On September 19, 2024, the applicant applied to amend KMC Section 18.12.010 A.2.

The City sent the proposed amendments to the Department of Commerce, City of Kennewick Departments, and outside agencies on September 20, 2024. The Department of Commerce issued expedited review on October 7, 2024.

Discussion and Analysis:

The applicant has proposed the following amendments (underlined and in red) to KMC Section 18.12.010 A.2: Table of Residential Site Development Standards:

Minimum and maximum residential standards are identified in the following table.

	RS ⁵	RL ⁵	RM ^{3, 4, 5, 6}	RH ^{3, 4, 5, 6}	RTP ^{3, 4, 5}	RMH ⁶	UMU ^{3, 7}
Min. Lot Size (Rowhouse/Townhouse)	N/A	N/A	1,800	1,600	N/A	N/A	N/A
Min. Lot Width ²	60'	60'	50'	N/A	N/A	60'	N/A
Min. Lot Width ² (Rowhouse/Townhouse)	N/A	N/A	<u>24'-20'</u>	<u>24'-20'</u>	N/A	N/A	N/A
Min. Lot Frontage ² (Rowhouse/Townhouse)	N/A	N/A	20'	20'	N/A	N/A	N/A

As shown in the above table, the applicant has proposed to reduce the required width of a rowhouse/townhouse lot from 24 feet to 20 feet in the Residential, Medium Density (RM) and Residential, High Density (RH) zoning districts via the Staff Review Process.

Public Comments:

Staff did not receive any public comments.

Public Works Comments:

Driveway layout may become difficult with width reduction.

Agency Comments:

Benton Clean Air Authority (BCAA) provided a form letter regarding fugitive dust emissions and a dust control plan.

Staff Analysis:

The proposed Development Code Amendment (DCA-2024-0004) is a request to amend Kennewick Municipal Code Section 18.12.010 A.2 Table of Residential Site Development Standards by reducing the required width of a rowhouse/townhouse lot from 24 feet to 20 feet in the Residential, Medium Density (RM) and Residential, High Density (RH) zoning districts. Pursuant to Table 1 of the Comprehensive Plan, the Residential, Medium Density and Residential, High Density zoning districts are implementing zoning districts of the Medium Density Residential and High Density Residential Land Use Designations respectively. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040 (3), the purpose of RM zoning district is as follows:

RH - The purpose of the RM District is to establish areas for medium density single and multiple-family residential buildings and to establish regulations for their development. The district is for more intensive residential use where necessary or desirable to achieve good neighborhood design and stabilize land use.

Per KMC 18.03.040 (4), the purpose of RH zoning district is as follows:

RH - The purpose of the RH District is to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial, low and medium density residential uses.

Public Works has concerns that reducing the lot width may create a problem accommodating driveways. Installing rolled curb is currently an option in the Standard Specifications, and may be the only option with the reduced lot width. A street tree is still required and placement may prove to be a challenge with a reduced lot width.

The reduced lot width does allow for an increase of housing units, possibly more affordable; and creates the potential to utilize lots that would not work at the 24' width.

Applicable Goals and Policies of the Comprehensive Plan:

Commercial Goals and Policies:

Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.

Policy 1 Establish and implement maximum densities in the City's residential zoning categories.

Policy 3 Residential Medium Density- Place areas that can support high-quality, compact, urban development with access to

urban services, transit, and infrastructure, whether through new development or through infill.

Policy 4 Designate land for Residential High Density (HD) where access, topography, and adjacent land uses create conditions appropriate for a variety of unit types, or where there is existing multi-family development.

Regulatory Controls and Policies:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

Findings of Fact:

1. The applicant is Knutzen Engineering, 5401 Ridgeline Dr. #160, Kennewick, WA 989338.
2. The application was submitted on September 19, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on September 20, 2024.
4. The City received confirmation of starting the 60-day/ Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements for the Washington State Department of Commerce on September 23, 2024.
5. The Department of Commerce granted expedited review on October 7, 2024.
6. Notice of the public hearing for this application was published in the Tri-City Herald on November 3, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-Significance (DNS), ED-2024-0024, on October 30, 2024.

Conclusions of Law:

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential and High Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Land Use Goal 3, Policies 1, 3 and 4, of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Development Code Amendment complies with KMC 18.51.070(2).

Staff Recommendation:

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

Motion:

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

Exhibits:

1. Staff Report
2. Current full text of Title 19.12.010 A.2
3. Supporting Information
4. SEPA DNS

18.12.010 A.2: Table of Residential Site Development Standards.

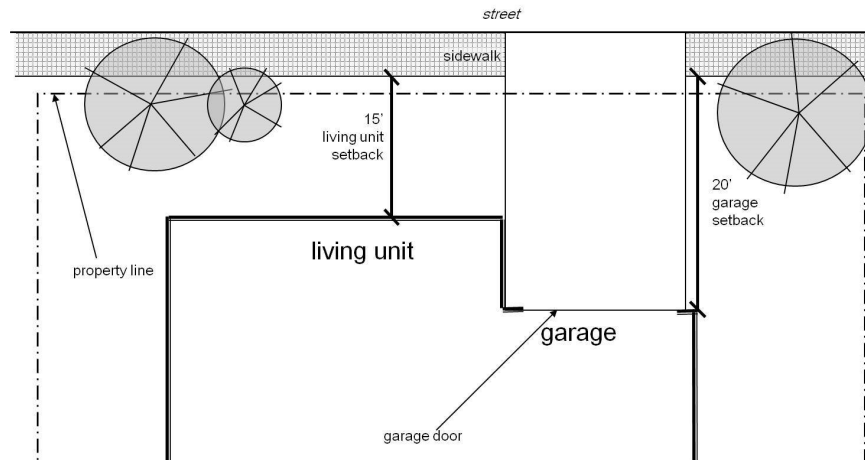
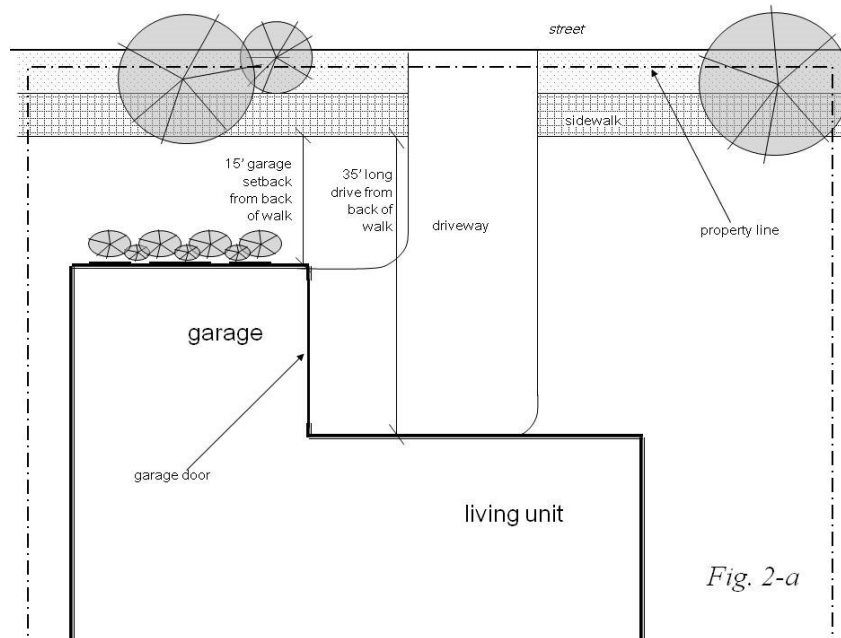
Minimum and maximum residential standards are identified in the following table.

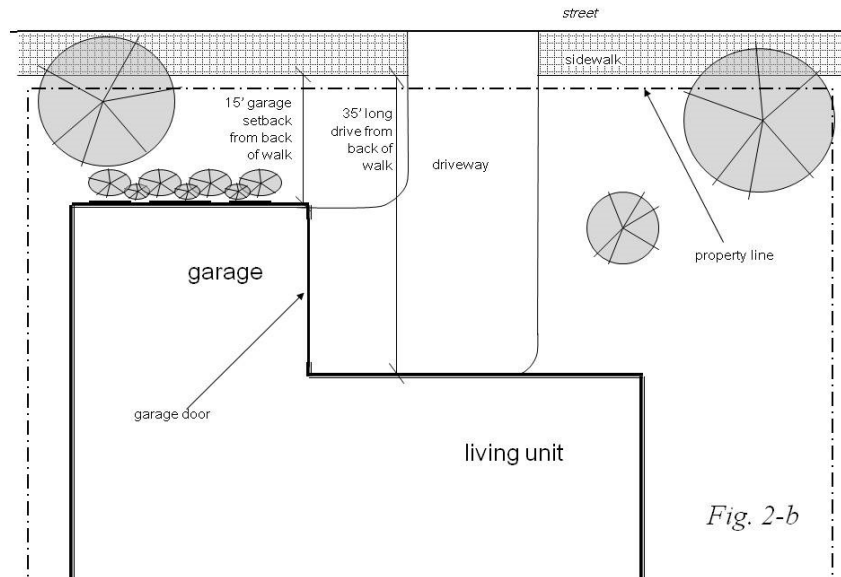
	RS ⁵	RL ⁵	RM ^{3, 4, 5, 6}	RH ^{3, 4, 5, 6}	RTP ^{3, 4, 5}	RMH ⁶	UMU ^{3, 7}
Max. Density ¹	N/A	N/A	13	27	13	4	N/A
Min. Lot Size	10,500	7,500	4,000	4,000	1 acre	7,500	N/A
Min. Lot Size (Rowhouse/ Townhouse)	N/A	N/A	1,800	1,600	N/A	N/A	N/A
Min. Lot Width ²	60'	60'	50'	N/A	N/A	60'	N/A
Min. Lot Width ² (Rowhouse/ Townhouse)	N/A	N/A	24'	24'	N/A	N/A	N/A
Min. Front Yard/ Street Setback ²	15'	15'	15'	15'	15'	20'	See KMC 18.80
Min. Garage Setback ²	20'	20'	20'	20'	20'	20'	N/A
Min. Side Yard Setback ²	5'	5'	5'	5'	5'	5'	0'
Min. Rear Yard Setback ²	15'	15'	15'	15'	15'	15'	5'
Max. Height	35'	35'	35'	45'	N/A	30'	N/A
Min. Lot Frontage ²	30'	30'	30'	30'	30'	30'	20'
Min. Lot Frontage ² (Rowhouse/ Townhouse)	N/A	N/A	20'	20'	N/A	N/A	N/A

FOOTNOTES for Table 18.12.010 A.2 Residential Standards Table:

- (1) Maximum Density - The maximum permitted number of lots/units is determined by dividing the gross area of the parcel in square feet by 43,560 square feet, multiplied by the allowed maximum density under table 18.12.010. The closest whole number is the permitted maximum number of lots/units.
- (2) Yards:
 - (a) Street: Building setback lines will be measured from the back of the sidewalk. Where no sidewalk exists and in the UMU district, building setback lines will be measured from the right-of-way line. (See fig.1a-b)
 - (i) For garages that face a no-street abutting property line (side-entry garages,) the garage setback may be reduced to 15' from the back of the sidewalk. The street facing façade of the garage shall be treated with windows, modulations and/or architectural design elements and features that mimic the remainder of the house. Landscaping shall also be required along the street-facing façade. (See fig. 2a-b)
 - (ii) In no instance shall a vehicle or any other object be allowed to obstruct a pedestrian walkway/sidewalk.
 - (b) Rear: As measured from an existing lot line or alleyway.
 - (c) Side: Shall be five feet from the nearest side yard property line.

- (i) Single-family attached and zero-lot line housing shall have no setback on the side where the property line follows a common or zero-lot line wall.
- (ii) End units shall have a five-foot setback from the nearest side yard property line and no setback on the common wall side.
- (d) Lot Frontage: Lot frontage lines will be measured from the right-of-way line.
- (e) Where no street frontage exists, building setback and lot frontage lines will be addressed during the site plan or plat review process and must be approved by the Planning Director.

Fig. 1.a.*Fig. 2.a.**Fig. 2-a**Fig. 2.b.*



(3) Open space calculations.

- (a) In multi-family developments, where the density exceeds seven units per acre, the amount of required common open space shall equal or be greater than the minimum aggregate area of provided bedrooms based on the following formula: 300 square feet for the first bedroom and 200 square feet for each additional bedroom; exclusive of required street frontage setbacks and required parking areas. "Open area" is an area with average dimensions of not less than 15 feet by not less than 500 square feet. More than one open area may be provided in a given development. Any interpretation of this Section will be made by the Director.
- (b) Within the UMU district, new developments with a lot area of more than 20,000 square feet shall provide a pedestrian-oriented space (plaza, courtyard or similar space) of at least one percent of the site area as described below. Buildings that front on a public sidewalk and have a pedestrian-oriented commercial use facing that sidewalk are exempt from this open space requirement.
 - (i) Pedestrian-oriented space must include:
 - (A) Visual and pedestrian access including barrier-free access to the abutting structures from the public right-of-way or a non-vehicular courtyard.
 - (B) Paved walking surfaces of either concrete or approved unit paving in areas intended for foot traffic.
 - (C) On-site or building mounted lighting providing at least 0.6 foot-candles (average) on the ground.
 - (D) At least three feet of seating area (bench, ledge, etc.) or one individual seat per 60 square feet of plaza area or open space.
 - (E) Landscaping to enhance the area.
 - (F) At least 25 percent of the plaza or courtyard must be shaded by structure or tree canopy (at least ten years after planting).
 - (ii) Outdoor pedestrian-oriented space shall not include:

-
- (A) Asphalt or gravel pavement (Exception: decomposed granite and other architectural surface treatments).
 - (B) Adjacent unscreened parking lots.
 - (C) Adjacent chain link fences.
 - (D) Adjacent "blank walls".
 - (E) Adjacent dumpsters or service areas.
 - (F) Outdoor storage or retail sales (shopping carts, potting soil bags, firewood, etc.) that do not contribute to the pedestrian environment.
- (iii) In-Lieu Provisions—Pedestrian-Oriented Space Requirement in Urban Mixed Use (UMU) District: Provided all of the following requirements are met, required publicly accessible open space in the Urban Mixed Use (UMU) District will be provided on the site containing the permitted land use.
- (A) The proposing owner or developer shall improve and may, at their and the city's discretion, dedicate land to provide the pedestrian-oriented space requirement in accordance with the approval of the planning official, or shall pay a fee in lieu of such improvement and dedication if the planning official determines that the dedication and improvement of land is not feasible or desirable due to the physical characteristics of the site.
 - (B) The property owner or developer shall either:
 - (I) Provide and construct (and optionally dedicate) the on-site pedestrian-oriented space requirement to city design and construction standards subject to city approval or:
 - (II) Enter a voluntary agreement with the city to pay an amount equal to the city's cost of acquiring and constructing the pedestrian-oriented space requirement in another location within the same UMU District as identified and approved by the planning official.
- (4) Mobile Home Park Requirements:
- (a) New Mobile Home Parks: For Residential Trailer Parks developed after January 1, 1998, the following spacing standards may be utilized:
 - (i) When each primary structure has a 20-foot front and rear yard (18.09.1950) or open space, the following spacing standards apply: side-by-side, end-to-end and parallel - ten feet between each primary structure; accessory structures that meet provisions of the International Building Code must have a minimum four-foot setback between the primary structure unless attached to the primary structure, and must have a minimum six-foot setback between adjacent primary and accessory structures.
 - (b) Ten feet setback from all property lines; 20 feet from an existing right-of-way line or proposed right-of-way line whichever is greater.
 - (c) Spacing: 20 feet between mobile homes located side-by-side, end-to-end and parallel. End-to-end, ten feet if the extended outside edge does not project beyond the extended centerline of the adjacent unit. There must be 20 feet between any mobile home and any permanent structure; ten feet between any mobile home and any accessory structure unless attached to the mobile home in accord with the State of Washington and the International Building Code; ten feet between any occupied travel trailer and any mobile home, accessory structure or permanent

building. The average distance between adjacent, angular mobile homes must not be less than 20 feet with the closest point no less than ten feet.

- (d) Mobile Home Roadways: Each manufactured home must be served by at least one 30-foot wide roadway for two moving lanes of traffic and a three-foot delineated, pedestrian walkway. If on-roadway parking is allowed, the roadway width must be increased accordingly. All roadways must be improved with asphalt, bituminous surface treatment or an equivalent.
- (5) Single-Family Homes (attached and detached); Manufactured Homes:
 - (a) Intent: It is the intent of the section to set forth the terms and conditions under which single-family homes may be sited, and to ensure that manufactured homes as defined herein may be sited in any zone where single-family homes are permitted. These regulations apply to all zones where single-family homes are permitted.
 - (b) Minimum siting standards: The following standards apply to the siting of all single-family homes, whether site-built homes or manufactured homes. Where any conflict arises between these regulations and the adopted building code, the stricter standard shall apply.
 - (i) Foundation: All dwellings shall be placed on permanent foundations;
 - (ii) Minimum width: A dwelling shall not be less than 14 feet in width at the narrowest point of its first story;
 - (iii) Age of dwelling (for manufactured homes only): no manufactured home more than three years old on the date of installation or previously lived in shall be permitted on any lot;
 - (iv) All units with a common wall must be constructed concurrently and be under the same ownership at the time of initial construction;
 - (v) Common walls must follow property lines and have no openings.
- (6) Townhouse/Rowhouse Development:
 - (a) All townhouse or rowhouse development shall comply with the Residential Design Standards-Multi-Family;
 - (b) There must be at least ten feet on end between groups. This space may either be end unit lots or common open space, and, if so, there may be openings in the end units;
 - (c) The number of connected units may not exceed eight;
 - (d) The Planning Director may approve up to a ten-percent deviation from all standards related to townhouse or rowhouse development.
- (7) Urban Mixed Use District:
 - (a) Legal lots of record existing as of June 1, 2017, shall be deemed to be in compliance with the lot size restrictions, however after June 1, 2017, no lot intended for single-family use shall be created in excess of 5,000 square feet.
 - (b) Setbacks for all residential uses shall be measured from property lines.
 - (c) Building setback from front and side property lines are not required, except as mandated by the applicable local, state and federal codes.

(Ord. 5764 Sec. 1, 2018; Ord. 5743 Sec. 2, 2018; Ord. 5712 Sec. 2, 2017; Ord. 5647 Sec. 1, 2016; Ord. 5542 Sec. 1, 2014; Ord. 5504 Sec. 1, 2013; Ord. 5407 Sec. 4, 2012; Ord. 5365 Sec. 3, 2011; Ord. 5309 Sec. 9, 2010; Ord. 5204 Sec. 6, 2007; Ord. 5180 Sec. 1, 2007)



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

REQUEST FOR AMENDMENT TO ZONING OR SUBDIVISION CODE

Applicable File Fee and SEPA Review Fee are due at the time of application.

Applicant: **Paul Knutzen, Knutzen Engineering**
 Address: **5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338**
 Telephone: **509.222.0959** Cell **509.440.1817**
 E-mail: **paul@knutzenengineering.com**

The amendment, if adopted, will not be restricted to the applicant's particular situation, but will apply to any future situation that may fall under the amendment, regardless of location or other circumstances. Therefore, please state how, in your opinion, the requested amendment will be to the best interests of the City. Use additional paper if needed.

Proposed Amendment: The proposed amendment would amend KMC Section 18.12.010A.2 by reducing the required width of a rowhouse/townhouse lot from 24 feet to 20 feet. (See the attached sheet.)

There are a number of reasons why the proposed amendment to reduce townhouse lot width is in the best interest of the City, including the following:

- A. **Housing Affordability.** The proposed amendment to allow 20-foot wide townhome lots reduces lot width requirements by 16% over the current code requirement. As townhome lots require frontage on public streets, the cost for a townhome development necessarily includes the provision of public infrastructure, including the value of the land needed for right-of-way dedication, street construction, storm drainage facilities, streetlights, underground utilities, sidewalks and street landscaping. A reduction in lot width reduces the amount of street frontage required for a townhome development, thereby providing for a more efficient use of land. Additionally, narrower

townhome lots provide an opportunity for the construction of smaller units, thereby saving development costs related to building construction.

- B. **Consistency with Growth Management Planning Requirements.** Amendments to the City development codes that provide for housing affordability are consistent with the goals of the Washington State Growth Management Act, which call for housing plans to provide affordable housing to all economic segments. This is also reflected within the City's Comprehensive Plan. Goal 3 of the Housing Element of the plan and its underlying policies read as follows:

Promote affordable housing for all economic segments of the community.

1. *Promote the affordable infill residential construction through flexibility in development techniques.*
2. *Explore the use of density bonuses, parking reductions, multi-family tax exemptions, and permit expediting to encourage the development of housing affordable at below market-rate.*
3. *Promote homeownership opportunities for households of all incomes.*
4. *Work with other jurisdictions and organizations, including the Kennewick Housing Authority and non-profit housing developers to address the need for housing to be affordable to low and very low-income households.*

The proposed amendment reducing the width of townhome lots clearly provides an opportunity for the market to provide housing at a cost lower than is presently possible under the City's existing regulations. The reduction of lot width provides an opportunity for lower cost townhome style developments in the RM & RH zones. Townhomes are the primary form of multi-family housing that allows individual home ownership, which helps the City achieve its goal of promoting home ownership across all income levels.

- C. **Consistency with State Requirements.** The proposed code amendment to allow for townhomes on narrower lots represents a step forward for the City to meet the State's requirements to provide for the missing middle housing per RCW 36.70A.635. Reducing the lot width requirements associated with townhomes helps to encourage developers to build that particular form of housing.
- D. **Provides Additional Housing Choice.** Townhomes are a growing housing option for many residents of the Tri-Cities, especially given the escalating housing costs over the past four years. The median sales price for homes in Kennewick has increased 39% over the past four years and currently stands at \$439,950. (Source: Carimcgeeteam.com.) While townhomes represent a lower cost option for many potential home buyers, the proposed reduction in lot width provides additional opportunities for lower cost housing options. Narrower lots can reduce the development costs associated with street

construction by up to 16%; a cost savings that would be passed onto home buyers. This change would open up the housing market for a larger segment of the City's population.

- E. No Density Increase.** The reduction in townhome lot width would not provide for an increase in density. The minimum lot size is not changing, so if lots become narrower, they will need to be made correspondingly deeper. The minimum size lot in the RM zone (1,800 square feet) would need to be 90 feet by 20 feet, in place of the current required minimum size of 75 feet by 24 feet. The minimum size lot in the RH district is 1,600 square feet. A lot depth of 80 feet would be required for a 20 foot wide lot, as opposed to the current requirement of 67 feet by 24 feet.



Signature

09/19/2024

Date

Checklist:

_____ Application & fee

_____ State Environmental Policy Act Checklist (SEPA) & fee



BENTON CLEAN AIR AGENCY

September 23, 2024

Re: ED-2024-0024 & DCA-2024-0004

Development Services Division
Alisha Piper
PO Box 6108
Kennewick, WA 99336

Applicant/Proponent: Knutzen Engineering
Attn: Paul Knutzen
5401 Ridgeline Dr, Ste 160
Kennewick, WA 99338

Dear Ms. Piper:

It has come to our attention that you are reviewing a proposal for the above named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will insure that the proponent has the ability and resources to control fugitive dust emissions that may be created as a result of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects, and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Deon Steichen

Deon Steichen
Inspector



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-2024-0024

DESCRIPTION OF PROPOSAL: To amend Kennewick Municipal Code Section 18.12.010 A.2 Table of Residential Site Development Standards by reducing the required width of a rowhouse/townhouse lot from 24 feet to 20 feet in the Residential, Medium Density (RM) and Residential, High Density (RH) zoning districts..

PROPONENT: Knutzen Engineering.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Not Site Specific

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 4:00 pm on November 15, 2024. 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) 585-4386

- ☐ 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: October 30, 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.

Copies of this DNS were emailed to Benton Clean Air Authority, Confederated Tribes of Umatilla Indian Reservation, Department of Ecology SEPA Register, Department of Fish & Wildlife, Department of Natural Resources, Washington State Department of Transportation.

Planning Commission Action Summary

DCA-2024-0004

To amend Kennewick Municipal Code Section 18.12.010 A.2- Table of Residential Site Development Standards, by reducing the minimum lot width of Rowhouses and Townhouses from 24 feet to 20 feet in Residential, Medium Density (RM) and Residential, High Density (RH) zones.

The Kennewick Planning Commission conducted a hybrid in-person/virtual public hearing on November 18, 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 Gregory moved that the Planning Commission concur with the findings and conclusions contained within staff report DCA-2024-0004 and recommend to City Council approval of the proposed code amendment.

Findings of Fact:

1. The applicant is Knutzen Engineering, 5401 Ridgeline Dr. #160, Kennewick, WA 989338.
2. The application was submitted on September 19, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on September 20, 2024.
4. The City received confirmation of starting the 60-day/ Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements for the Washington State Department of Commerce on September 23, 2024.
5. The Department of Commerce granted expedited review on October 7, 2024.
6. Notice of the public hearing for this application was published in the Tri-City Herald on November 3, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-Significance (DNS), ED-2024-0024, on October 30, 2024.

Conclusions of Law:

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential and High Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Land Use Goal 3, Policies 1, 3 and 4, of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Development Code Amendment complies with KMC 18.51.070(2).

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