



City Council Regular Meeting Agenda

February 4, 2025 at 6:30 PM

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

Meetings are broadcast live at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

2. VISITORS - Regarding Items on the Agenda

This is an opportunity for visitors to share their perspective regarding any item on the agenda except item 5.a. The public hearing for this matter was held at a previous meeting of the Planning Commission and the record for this quasi-judicial matter is closed.

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: January 21, 2025, City Council Regular Meeting**

Motion to approve the minutes as presented.

b. **Meeting Minutes: January 28, 2025, City Council Workshop Meeting**

Motion to approve the minutes as presented.

c. **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 December 2024 in the amount of \$1,525,641.04 comprised of check numbers 27892-27980 in the amount of \$872,010.28 and electronic transfers in the amount of \$653,630.76.

d. **Claims Roster: Columbia Park Golf Course Account**

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for December 2024 in the amount of \$45,144.96 comprised of check numbers 2919-2934 in the amount of \$19,204.55 and electronic transfers in the amount of \$25,940.41.

e. **Payroll Roster: For the Pay Period Ending 01/15/2025**

Motion to approve the payroll roster for the pay period ending 01/15/2025.

f. **Interlocal Agreement: Benton County Emergency Services (BCES) Interlocal Agreement**

Motion to approve the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services as presented.

g. **Contract: 2026 Comprehensive Plan Periodic Update with Makers Architecture and Urban Design LLP**

Motion to approve the 2026 comprehensive plan periodic update contract, as presented, with Makers Architecture and Urban Design LLP for an amount not to exceed \$474,408.

h. **Final Plat: Approval of Sherman Heights Phase 4, SUB-2024-0012, at 7088 W 24th Ave**

Motion to approve the Final Plat of Sherman Heights Phase 4 and authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the plat, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

i. **Contract: Amending the WWTP Phase 2 Upgrades - Owners Rep Contract with J-U-B Engineers, Inc. Supplemental Agreement #4**

Motion to approve the J-U-B Engineers, Inc. Supplemental Agreement No. 4 for the WWTP Phase 2 upgrades as presented.

j. **Contract: Amending the Zone 3 West Transmission Pipeline with HDR Engineering, Inc., Supplemental Agreement #2**

Motion to approve the Supplemental Agreement No. 2 with HDR Engineering, Inc., for the design of the Zone 3 West Transmission Pipeline project (P1905) as presented.

k. **Disbursement Agreement: Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center**

Motion to approve the Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center as presented.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Change of Zone from CO to CG at 1826 and 1838 S Washington Street (COZ-2024-0002)

6. NEW BUSINESS

Items pulled from the Consent Agenda, if any, will be considered under new business.

7. VISITORS - General Topics

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

8. COUNCIL COMMENTS/DISCUSSION

9. CONCLUSION

Council Agenda Coversheet	Item Number: 4.a. Date: 2/4/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: January 21, 2025, 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 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
January 21, 2025**

City Council Present:

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

Jim Millbauer*, *Councilmember*
John Trumbo, *Councilmember*

City Staff Present:

Erin Erdman*, *City Manager*
John Cowling, *Public Works Director*
Laurencio Sanguino, *City Attorney*
Jessica Platt, *Finance Director*
Chad Crouch, *Executive Services Director*
Anthony Muai, *Planning Director*
Chris Guerrero, *Police Chief*

Chad Michael, *Fire Chief*
Lisa Beaton, *Deputy City Manager*
Krystal Johnston, *City Clerk*
Robert Ball, *Deputy Fire Chief*
Dana Dollarhyde, *Exec Assistant/Lead Communications Specialist*
Dylan Doremus, *Office Specialist*

***Indicates remote attendees.**

1. CALL TO ORDER

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

Ms. Johnston stated all councilmembers were in attendance with the exception of Mayor Crawford and Mayor Councilmember McShane. Ms. Johnston noted that Mayor Pro Tem Torelli, and Councilmember Millbauer were attending remotely and that a quorum was established.

Mayor Pro Tem Torelli explained Mayor Crawford and Councilmember McShane gave advance notice of their absence.

MOTION:	Councilmember Anderson moved to excuse the absence of Mayor Crawford and Councilmember McShane.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (5-0).

Councilmember Beauchamp led the pledge of allegiance.

Alexander Kuhn provided an invocation.

2. VISITORS:

A citizen spoke in support of item 7a.

3. APPROVAL OF AGENDA

MOTION:	Councilmember Beauchamp moved to approve the agenda as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (5-0).

4. CONSENT AGENDA

MOTION:	Councilmember Trumbo moved to approve the consent agenda as presented.
SECOND:	Councilmember Beauchamp.
VOTE:	The motion passed unanimously (5-0).

- a. **Meeting Minutes: January 7, 2025, City Council Special Meeting**
Motion to approve the minutes of the January 7, 2025, City Council special meeting as presented. Scrivener's error correct by City Clerk 1/31/2025 to indicate correct meeting date (Changed from January 25, 2025).
- b. **Meeting Minutes: January 7, 2025, City Council Regular Meeting**
Motion to approve the minutes of the January 7, 2025, City Council regular meeting as presented.
- c. **Meeting Minutes: January 14, 2025, City Council Workshop Meeting**
Motion to approve the minutes of the January 14, 2025, City Council workshop meeting as presented.
- d. **Claims Roster: December 2024**
Motion to approve the Claims Roster for December 2024 in the amount of \$8,855,542.89 comprised of electronic payments and check numbers 317478-317829.
- e. **Payroll Roster: For the Pay Period Ending 12/31/2024**
Motion to approve the payroll roster for the pay period ending 12/31/2024.
- f. **Grant: Information Technology Grant Award Approval**
Motion to approve the 2023 State and Local Cybersecurity Grant Program award under grant agreement number E25-297 totaling \$151,250.00.
- g. **Agreement: Memorandum of Understanding for City Manager Performance Evaluation**
Motion to approve the memorandum of understanding as presented.
- h. **Contract: Interlocal Agreement with Kittitas County for Contracted Banking Services with U.S. Bank**
Motion to approve Interlocal Agreement Between the City of Kennewick and Kittitas County, Washington for Contracted Banking Services.
 - 1. **Contract: U.S. Bank Master Services Agreement for Contracted Banking Services - Addendum No. 2**
Motion to approve Addendum No. 2 to U.S. Bank Master Services Agreement as presented.

5. ORDINANCES/RESOLUTIONS:

MOTION:	Councilmember Beauchamp moved to postpone the item until the February 4, 2025, City Council meeting to allow participation by more members of the City Council.
SECOND:	Councilmember Anderson.
DISCUSSION:	Councilmember Trumbo advised his attendance at the February 4 meeting is tentative.
VOTE:	The motion passed unanimously (5-0).

6. PUBLIC HEARING:

Ms. Peel provided a staff report. No questions were raised by the City Council.

Mayor Pro Tem Torelli opened the public hearing at 6:45 p.m.

A citizen mentioned several corrections he felt would improve the document.

Mayor Pro Tem Torelli closed the public hearing at 6:47 p.m.

MOTION:	Councilmember Anderson moved to approve the consolidated plan and action plan as presented.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	A point was made concerning the importance of addressing housing concerns in the community and voiced support for the motion.
VOTE:	The motion passed unanimously (5-0).

7. NEW BUSINESS:

Mr. Crouch provided a staff report. No questions were raised by the City Council.

MOTION:	Councilmember Millbauer moved to approve the collective bargaining agreement with Kennewick Police Support Services Association as presented.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	A clarifying question was raised concerning a slight difference between the name of the collective bargaining group in the motion versus the title. Ms. Johnston explained the motion seeks to approve the collective bargaining agreement as presented which provides sufficient clarity to proceed with the vote. A councilmember expressed support for open and observable union negotiations.
VOTE:	The motion passed unanimously (5-0).

8. UNFINISHED BUSINESS: None.

9. VISITORS:

Three citizens spoke in regards to The Falls development and made requests for additional physical separation and buffers between the new project and abutting neighboring properties.

10. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities, upcoming events, and items of concern. Councilmembers asked for additional information concerning The Falls. Mr. Muai responded to the questions. Furthermore, Ms. Erdman explained a staff report has been prepared that will be distributed to all Councilmembers.

Ms. Erdman introduced Dylan Doremus who will be filling in during the upcoming medical leave of Ms. Dollarhyde.

11. ADJOURNMENT: Mayor Pro Tem Torelli concluded the meeting at 7:23 p.m.

DRAFT

Krystal Johnston, 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/326406>

Council Agenda Coversheet	Item Number: 4.b. Date: 2/4/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: January 28, 2025, City Council Workshop 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 as presented. <u>Summary</u> The City Clerk has prepared summary meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and approve the meeting minutes as amended. <u>Fiscal Impact</u> There are no fiscal impacts.		
<u>Attachments:</u> 1. Minutes - Draft		

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
January 28, 2025

City Council Present – In Person:

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

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

City Staff Present:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Chad Michael, *Fire Chief*

Jessica Platt, *Finance Director*
Robert Ball, *Deputy Fire Chief*
Jose Santoy, *Police Commander*
Krystal Johnston, *City Clerk*
Chad Crouch, *Executive Services Director*
Isaac Merkl, *Police Commander*

CALL TO ORDER. Mayor Crawford called the meeting to order at 6:30 p.m. Mayor Crawford called roll; all Councilmembers were present with the exception of Councilmember Anderson.

Mayor Crawford explained Councilmember Anderson gave advance notice of his absence and has requested that his absence be excused.

MOTION:	Mayor Pro Tem Torelli moved to excuse the absence of Councilmember Anderson.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (6-0).

Mayor Crawford announced there were no citizen comments submitted.

- 1. UPDATES TO KENNEWICK MUNICIPAL CODE (KMC) AND TRANSITION FROM KENNEWICK ADMINISTRATIVE CODE (KAC).** Ms. Beaton provided a staff report, explaining the project's intent and purpose. Ms. Beaton reviewed the process and explained tonight represents the first phase of several planned updates that will be coming forward in the future. No questions were raised; **no final disposition of this matter taken.**
- 2. FIRE DEPARTMENT: RECOMMENDED UPDATES TO THE KENNEWICK MUNICIPAL CODE.** Chief Michael introduced Deputy Chief Robert Ball. Chief Ball provided a comprehensive staff report and highlighted plans to update content relating to the Fire Department in the Kennewick Municipal Code. Chief Ball and Ms. Beaton responded to Council questions and provided additional clarifying information. This matter will be presented to the full Council for final action at an upcoming Council meeting. **No final disposition of this matter taken.**

3. **POLICE DEPARTMENT: RECOMMENDED UPDATES TO THE KENNEWICK MUNICIPAL CODE.** Chief Guerrero introduced Commander Santoy. Commander Santoy provided a comprehensive staff report and highlighted plans to update content relating to the Police Department in the Kennewick Municipal Code. This matter will be presented to the full Council for final action at an upcoming Council meeting. No questions were raised; **no final disposition of this matter taken.**
4. **GOVERNANCE MANUAL DISCUSSION & COLLABORATION.** Ms. Erdman provided a comprehensive report and explained the purpose of the meeting was to get an understanding of Council's preferred alternatives for several elements of the draft Governance Manual. Other elements of the draft governance manual will be brought forward to future workshops. Once all elements have been reviewed in workshops, Ms. Erdman will consolidate the consensus and comments into a final draft for Council's consideration at an upcoming regular meeting.

No formal votes were taken; however, consensus was reached on several points with the understanding the consensus was for the purpose of developing a draft manual. No final action was reached on any matter; Council will have an opportunity to discuss and debate elements of the Governance Manual when it comes forward for adoption at a regular meeting.

Regular Meetings Order of Business (pg. 7): Consensus to order the items under Call to order as Pledge, Roll Call, Invocation, then Honors & Recognition.

Council discussed the value of various public comment models: a single visitor section, the order of public comment, maintaining a possible second visitor section with the purpose of feedback. Consensus to condense into a single visitor section immediately following Call to Order (and relevant activities).

Public Comment Duration (pg. 11): Council discussed the merit of imposing a time limit, how to allocate time, the option to suspend rules, consensus to impose a 30-minute cap.

Workshop Final Action (pg. 8): Council discussed the impact of final action on the public's ability to provide meaningful observation and public comment. Clarification was provided that Council could suspend the public comment rules to allow in-person comment at any time. Consensus was reached to approve this modification.

Placing Items on an Agenda (pg. 16): Council discussed the method by which items are placed on the agenda and debated the pros and cons of various options. Councilmembers indicated their preference on this matter. One Councilmember spoke against the proposed language. Some Councilmembers indicated support of the general concept of the Mayor and City Manager each having authority to place items on the agenda.

Term Limits for Mayor and Mayor Pro Tem (pg. 22 & 23): Council discussed term limits with the majority opposed.

Filling Council Vacancies (pg. 25): Councilmembers were in favor of a coin toss mechanism to break a tie.

Board and Commission Attendance (pg. 31): Councilmembers were in favor of increasing the number of unexcused absences to three per year versus two.

Board and Commission Alternate Appointees (pg. 31): Consensus to strike the option of alternates altogether.

Other: Ms. Erdman drew Council's attention to the proposed Appendix C, City Manager Performance Review, and encouraged Council to review the proposed language and be prepared to discuss/consider at the next session. Councilmember spoke to the merit of a clear framework for providing goals and feedback for the City Manager's performance. Ms. Erdman will add additional language that she has heard from Mayor and Mayor Pro Tem to the appendix for additional consideration.

CONCLUSION. Mayor Crawford concluded the meeting at 8:23 p.m.

DRAFT

Krystal Johnston, 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/327063>

Council Agenda Coversheet	Item Number: 4.c. Item Type: General Business Item Subject: Claim Roster: Toyota Center Operations and Box Office Accounts Department: Finance	Date: 2/4/2025 Category: Consent Agenda						
								
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for December 2024 as presented.								
<u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for December 2024 in the amount of \$1,525,641.04 comprised of check numbers 27892-27980 in the amount of \$872,010.28 and electronic transfers in the amount of \$653,630.76.								
<u>Summary</u> The payments on this Claims Roster are comprised of the following issuances during the period 12/1/2024-12/31/2024: <table data-bbox="302 791 1021 900"><tr><td>Check numbers 27892-27980:</td><td>\$872,010.28</td></tr><tr><td>Electronic payments (EFT):</td><td>\$653,630.76</td></tr><tr><td>Total</td><td>\$1,525,641.04</td></tr></table>			Check numbers 27892-27980:	\$872,010.28	Electronic payments (EFT):	\$653,630.76	Total	\$1,525,641.04
Check numbers 27892-27980:	\$872,010.28							
Electronic payments (EFT):	\$653,630.76							
Total	\$1,525,641.04							
<u>Alternatives</u>								
<u>Fiscal Impact</u> \$1,525,641.04								
Attachments: 1. Claims Roster								

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

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
<u>TOYO Sterling Operating Account</u>				
12/02/24		Wire Transfer	Live Nation (00000517)	35,534.01
	12/02/24	Matt mathews		35,534.01
	102150	• A/P Settlements	Matt Mathews 11/16/24	35,534.01
12/02/24		Wire Transfer	Zamora Live (00002664)	266,174.89
	12/02/24	Los Tigres 11/23/24		266,174.89
	102150	• A/P Settlements	Los Tigres 11/23/24	266,174.89
12/02/24		Wire Transfer	Martin Media (00003798)	54,124.95
	12/02/24	MWS Christmas Settle 12/1/24		54,124.95
	102150	• A/P Settlements	MWS Christmas Settle 12/1/24	54,124.95
12/05/24		Wire Transfer	Odom East LLC (00003343)	971.68
	12/05/24	16128360 Beer		971.68
	101413	• Inventory - Beer	Beer	971.68
12/06/24	27892	Auto Check	Advanced Life Systems (00003247)	2,122.50
	12/06/24	24-199440 Ambulances		2,122.50
	104327	• Reimbursed Contract Labor	Standby Ambulances - PBR	2,122.50
12/06/24	27893	Auto Check	Advanced Protection Services, Inc. (00002751)	1,447.09
	12/06/24	P83883 Annual Fire Alarm Inspection		459.26
	107209	• Security & Fire Alarm System	Annual Fire Alarm Inspection	459.26
	12/06/24	P83882 Annual Fire Alarm Inspection		255.45
	107209	• Security & Fire Alarm System	TA Annual Fire Alarm Inspection	255.45
	12/06/24	R156978 Fire Monitoring		73.86
	107209	• Security & Fire Alarm System	TA Fire Monitoring	73.86
	12/06/24	R156979 Ammonia Monitoring		79.30
	107209	• Security & Fire Alarm System	Ammonia Monitoring	79.30
	12/06/24	R156980 Fire Monitoring		73.86
	107209	• Security & Fire Alarm System	Fire Monitoring	73.86
	12/06/24	R156981 OpenEye Video Cloud		418.50
	107209	• Security & Fire Alarm System	OpenEye Video Cloud	418.50
	12/06/24	R156982 Security Monitoring		43.43
	107209	• Security & Fire Alarm System	Security Monitoring	43.43
	12/06/24	R156983 Security Monitoring - Vault		43.43
	107209	• Security & Fire Alarm System	Security Monitoring - Vault	43.43

12/02/24	27894	Auto Check	Ford Audio Service (00003049)				5,704.85
	12/02/24	3789	Racks & Stacks			5,704.85	
	104370	• Reimbursed Outside Event Expense	Racks & Stacks - Smith		5,704.85		
12/02/24	27895	Auto Check	Backstage Electric, Inc. (00002752)				5,232.50
	12/02/24	2845	Set Up for Smith			5,232.50	
	107401	• Outside Event Expense	Set Up for Smith		5,232.50		
12/02/24	27896	Auto Check	Impact Lighting Systems, LLC (00003291)				3,532.75
	12/02/24	Michael W Smith Lighting	Lighting			3,532.75	
	104370	• Reimbursed Outside Event Expense	Lighting - Smith		3,532.75		
12/06/24	27897	Auto Check	Andy See (00002880)				130.31
	12/06/24	REIMB: QR	Reimbursement: QR Generator			130.31	
	107106	• Dues & Subscriptions	Reimbursement: QR Generator		130.31		
12/06/24	27898	Auto Check	Baskin Robbins (00002754)				1,630.25
	12/06/24	4096	Third Party Sales			1,630.25	
	107304	• Contracted Services	Third Party Sales		1,630.25		
12/06/24	27899	Auto Check	Benton Franklin District Health (00000118)				2,100.00
	12/06/24	0301-3066-24	Permit Renewal - Funk Chicken			300.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Funk Chicken		300.00		
	12/06/24	0301-3067-24	Permit Renewal - Kona			300.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Kona		300.00		
	12/06/24	0301-3070-24	Permit Renewal - Kitchen			800.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Kitchen		800.00		
	12/06/24	0301-3074-24	Permit Renewal - Mac Daddys			300.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Mac Daddys		300.00		
	12/06/24	0304-108893-24	Permit Renewal - Mac Daddys			200.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Mac Daddys		200.00		
	12/06/24	0309-13209-24	Permit Renewal - Snack Shack			200.00	
	107505	• F&B Licenses, Fees & Permits	Permit Renewal - Snack Shack		200.00		
12/06/24	27900	Auto Check	Benton PUD (00000121)				18,220.33
	12/06/24	10/08/2024-11/08/2024	Large Gen Services			17,916.54	
	107216	• Electricity	Large Gen Services		17,916.54		
	12/06/24	10/08/24-11/8/24	Small Gen Services - Sign			303.79	
	107216	• Electricity	Small Gen Services - Sign		303.79		

12/06/24	27901	Auto Check	Bobablastic (00003078)				690.29
	12/06/24	4096		Third Party Sales		690.29	690.29
	107304	• Contracted Services		Third Party Sales	690.29		
12/06/24	27902	Auto Check	Brashear Electric, Inc. (00002756)				1,793.56
	12/06/24	42207		Set Up for Tigres		896.78	896.78
	104327	• Reimbursed Contract Labor		Set Up for Tigres	896.78		
	12/06/24	42161		Set Up for Matthews		896.78	896.78
	104327	• Reimbursed Contract Labor		Set Up for Matthews	896.78		
12/06/24	27903	Auto Check	Canon Solutions (00002757)				81.61
	12/06/24	6009892150		Copier Maintenance - UMT		40.60	40.60
	107105	• Printing / Copying		Copier Maintenance - UMT	40.60		
	12/06/24	6009843981		Copier Maintenance - QHM		41.01	41.01
	107105	• Printing / Copying		Copier Maintenance - QHM	41.01		
12/06/24	27904	Auto Check	Carmen Contreras (00002762)				691.65
	12/06/24	4096		Third Party Sales		691.65	691.65
	107304	• Contracted Services		Third Party Sales	691.65		
12/06/24	27905	Auto Check	Chapala Express (00002758)				2,030.34
	12/06/24	4096		Third Party Sales		2,030.34	2,030.34
	107304	• Contracted Services		Third Party Sales	2,030.34		
12/06/24	27906	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)				182.46
	12/06/24	83760		Zamboni Knives Maintenance		182.46	182.46
	107201	• Tools & Supplies		Zamboni Knives Maintenance	182.46		

12/06/24	27907	Auto Check	City of Kennewick - Misc (00002830)			19,855.00
	12/06/24	16060	Security Services		6,745.00	
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	665.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	104327	• Reimbursed Contract Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	104327	• Reimbursed Contract Labor	Security Services	760.00		
	104327	• Reimbursed Contract Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	12/06/24	16058	Security Services		1,520.00	
	104327	• Reimbursed Contract Labor	Security Services	1,520.00		
	12/06/24	16059	Security Services		5,320.00	
	104327	• Reimbursed Contract Labor	Security Services	1,520.00		
	104327	• Reimbursed Contract Labor	Security Services	570.00		
	104327	• Reimbursed Contract Labor	Security Services	1,520.00		
	104327	• Reimbursed Contract Labor	Security Services	1,710.00		
	12/06/24	16061	Security Services		6,270.00	
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	107404	• Event Contracted Labor	Security Services	760.00		
	104327	• Reimbursed Contract Labor	Security Services	1,710.00		
	107404	• Event Contracted Labor	Security Services	760.00		
12/06/24	27908	Auto Check	Coca-Cola (00000213)			7,689.70
	12/06/24	162970	Beverages		5,509.80	
	101411	• Inventory - Food	Beverages	5,509.80		
	12/06/24	163350	Beverages		2,179.90	
	101411	• Inventory - Food	Beverages	2,179.90		
12/06/24	27909	Auto Check	Cougar Digital Marketing & Design (00002861)			109.00
	12/06/24	14307	Website Maintenance		109.00	
	107302	• Venue Marketing & Non-Event Advertising	Website Maintenance	109.00		
12/06/24	27910	Auto Check	Craig Bond (00002810)			612.50
	12/06/24	LTS: Nov 24	LTS: Nov 24		612.50	
	107304	• Contracted Services	LTS: Nov 24	612.50		
12/06/24	27911	Auto Check	Culligan Water Conditioning (00002766)			201.11
	12/06/24	130845	Bottle Water		146.49	
	107201	• Tools & Supplies	Bottle Water	146.49		
	12/06/24	800783425	Bottle Water		54.62	
	107201	• Tools & Supplies	Bottle Water	54.62		

12/06/24	27912	Auto Check	Daktronics (00002737)					1,423.44
	12/06/24	7117136		Module Repairs			896.79	
	107202	• Small Equipment & Furniture		Module Repairs		896.79		
	12/06/24	7116862		CS-Repairs			526.65	
	107202	• Small Equipment & Furniture		CS-Repairs		526.65		
12/06/24	27913	Auto Check	DevFuzion (00000278)					5,903.05
	12/06/24	26287		Network Support			5,903.05	
	107104	• IT Support Services		Network Support				
					Due To/From TRCC	2,951.52		
						2,951.53		
12/06/24	27914	Auto Check	Doggie Style Gourmet (00002767)					1,866.98
	12/06/24	4096		Third Party Sales			1,866.98	
	107304	• Contracted Services		Third Party Sales		1,866.98		
12/06/24	27915	Auto Check	Gamache Landscaping, Inc. (00002798)					4,021.90
	12/06/24	1642		Lawn Maintenance			2,010.95	
	107213	• Grounds Repairs & Maintenance		Lawn Maintenance		2,010.95		
	12/06/24	1721		Monthly Lawn Maintenance			2,010.95	
	107213	• Grounds Repairs & Maintenance		Monthly Lawn Maintenance		2,010.95		
12/06/24	27916	Auto Check	GoTo Communications, Inc. (00003770)					1,257.43
	12/06/24	IN7103450488		Phone Services			1,257.43	
	107205	• Communications		Phone Services				
					Due To/From TRCC	628.71		
						628.72		
12/06/24	27917	Auto Check	Holmes Murphy (00002842)					1,279.00
	12/06/24	802448		Insurance - Automobile			1,279.00	
	101660	• Prepaid Expenses - Manual		Insurance - Automobile		1,279.00		
12/06/24	27918	Auto Check	Janine Adamson (00002809)					0.00
						VOID		
12/06/24	27919	Auto Check	Jennifer Bond (00002941)					1,550.00
	12/06/24	LTS: Nov 24		LTS: Nov 24			550.00	
	107304	• Contracted Services		LTS: Nov 24		550.00		
	12/06/24	LTS Admin: Nov 24		LTS Admin: Nov 24			1,000.00	
	107304	• Contracted Services		LTS Admin: Nov 24		1,000.00		

12/06/24	27920	Auto Check	Kennewick Union Firefighters L-1296 (00003455)				4,912.56
	12/06/24	EMT SUPPLIES	EMT Supplies			37.56	
	107406	• Event Supplies	EMT Supplies		37.56		
	12/06/24	NOVEMBER 2024	EMT Services			4,875.00	
	107404	• Event Contracted Labor	EMT Services		520.00		
	107404	• Event Contracted Labor	EMT Services		585.00		
	107404	• Event Contracted Labor	EMT Services		520.00		
	107404	• Event Contracted Labor	EMT Services		520.00		
	107404	• Event Contracted Labor	EMT Services		520.00		
	107404	• Event Contracted Labor	EMT Services		520.00		
	107404	• Event Contracted Labor	EMT Services		1,170.00		
	107404	• Event Contracted Labor	EMT Services		520.00		
12/06/24	27921	Auto Check	KWHT Elkhorn Media Group (00002826)				258.40
	12/06/24	IN-1241136645-1	Radio Ads - Gilbert			258.40	
	107402	• Event Advertising	Radio Ads - Gilbert		258.40		
12/06/24	27922	Auto Check	Loomis (00002895)				311.09
	12/06/24	13623201	Armored Car Service			311.09	
	107304	• Contracted Services	Armored Car Service		155.54		
				Due To/From TRCC	155.55		

12/06/24	27923	Auto Check	Lowe's Commercial Services (00002776)			1,491.00
	12/06/24	978993	Batteries		67.06	67.06
	107201	• Tools & Supplies	PO4892 - Batteries	67.06		
	12/06/24	978997	Ice Supplies		11.52	11.52
	107601	• Ice-Related Expenses	PO4899 - Ice Supplies	11.52		
	12/06/24	994389	Cable Stripper		26.81	26.81
	107201	• Tools & Supplies	PO4934 - Cable Stripper	26.81		
	12/06/24	991435	Tools		29.93	29.93
	107201	• Tools & Supplies	PO4901 - Tools	29.93		
	12/06/24	975589	Supplies		81.49	81.49
	107103	• Computer Equipment & Software	PO4934 - Supplies	81.49		
	12/06/24	993362	Tools		14.44	14.44
	107103	• Computer Equipment & Software	PO4934 - Tools	14.44		
	12/06/24	986285	Batteries		115.48	115.48
	107201	• Tools & Supplies	PO4901 - Batteries	115.48		
	12/06/24	986484	Ice Supplies		10.07	10.07
	107601	• Ice-Related Expenses	PO4899 - Ice Supplies	10.07		
	12/06/24	991261	Supplies		100.66	100.66
	107201	• Tools & Supplies	PO4930 - Supplies	100.66		
	12/06/24	998371	Supplies		80.75	80.75
	107201	• Tools & Supplies	PO4901 - Supplies	80.75		
	12/06/24	999490	Supplies		126.74	126.74
	107201	• Tools & Supplies	PO4901 - Supplies	126.74		
	12/06/24	972160	Supplies		36.32	36.32
	107201	• Tools & Supplies	PO4901 - Supplies	36.32		
	12/06/24	991628	Tiles		395.97	395.97
	107212	• Building Repairs & Maintenance	Tiles	395.97		
	12/06/24	991632	Tools		8.24	8.24
	107201	• Tools & Supplies	Tools	8.24		
12/06/24	27924	Auto Check	(voided check stub, detail below included in previous check amount)	VOID		
	12/06/24	979758	Tools		385.52	385.52
	107201	• Tools & Supplies	Tools	385.52		
12/06/24	27925	Auto Check	Michael Abbott (00002770)			252.00
	12/06/24	448-015679	FiltaFry Fryer Service		252.00	252.00
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	252.00		
12/06/24	27926	Auto Check	Popcorn NW (00002773)			2,128.41
	12/06/24	4096	Third Party Sales		2,128.41	2,128.41
	107304	• Contracted Services	Third Party Sales	2,128.41		
12/06/24	27927	Auto Check	Price Chopper Wristbands (00003215)			223.54
	12/06/24	269756	Wristbands		223.54	223.54
	107510	• F&B Tools, Supplies & Equipment	Wristbands	223.54		

12/06/24	27928	Auto Check	Purchase Power (00002904)				100.00
	12/06/24	Postage Fees - Nov 24	Postage Fees			100.00	
	107101	• Postage & Shipping	Postage Fees			50.00	
				Due To/From TRCC		50.00	
12/06/24	27929	Auto Check	Reign Drop LLC (00003211)				609.07
	12/06/24	S4176-24-5061	Pizza			194.39	
	101411	• Inventory - Food	Pizza			194.39	
	12/06/24	S4176-24-5062	Pizza			97.05	
	101411	• Inventory - Food	Pizza			97.05	
	12/06/24	S4176-24-4769	Pizza			82.43	
	101411	• Inventory - Food	Pizza			82.43	
	12/06/24	RD-1121-BOXES	Pizza Boxes			235.20	
	101411	• Inventory - Food	Pizza Boxes			235.20	
12/06/24	27930	Auto Check	Roto-Rooter (00002782)				1,685.93
	12/06/24	86993017	Plumbing Repairs			848.40	
	107212	• Building Repairs & Maintenance	Plumbing Repairs			848.40	
	12/06/24	86802468	Plumbing Repairs			837.53	
	107212	• Building Repairs & Maintenance	Plumbing Repairs			837.53	
12/06/24	27931	Auto Check	Sierra Electric, Inc (00004161)				214.80
	12/06/24	24-270.F	Electrical - River of Fire			214.80	
	101650	• 3rd Party Event Expense Holding Account	Electrical - River of Fire			214.80	
12/06/24	27932	Auto Check	Springhill Suites of Kennewick (00002726)				1,175.28
	12/06/24	Folio: 74755	Room Rental - Tigres			293.82	
	104370	• Reimbursed Outside Event Expense	Room Rental - Tigres			293.82	
	12/06/24	Folio: 74754	Room Rental - Tigres			293.82	
	104370	• Reimbursed Outside Event Expense	Room Rental - Tigres			293.82	
	12/06/24	Folio: 74438	Room Rental - Mathews			146.91	
	104370	• Reimbursed Outside Event Expense	Room Rental - Mathews			146.91	
	12/06/24	Folio: 74440	Room Rental - Mathews			146.91	
	104370	• Reimbursed Outside Event Expense	Room Rental - Mathews			146.91	
	12/06/24	Folio: 75429	Room Rental: Smith			293.82	
	104370	• Reimbursed Outside Event Expense	Room Rental: Smith			293.82	
12/06/24	27933	Auto Check	Stephens Media Group (00002844)				299.20
	12/06/24	IN-1241114537	Radio Ads - Gilbert			299.20	
	107402	• Event Advertising	Radio Ads - Gilbert			299.20	

12/06/24	27934	Auto Check	Sunbelt Rentals, Inc. (00002783)				2,347.62
12/06/24	162035362-0001		Manlift - Mathews			899.48	
104370	• Reimbursed Outside Event Expense		Manlift - Mathews		899.48		
12/06/24	162084967-0001		Equipment Rentals			1,448.14	
104370	• Reimbursed Outside Event Expense		Equipment Rentals		1,448.14		
12/06/24	27935	Auto Check	Taco City (00003055)				1,802.46
12/06/24	4049		Third Party Sales			579.04	
107304	• Contracted Services		Third Party Sales		579.04		
12/06/24	4096		Third Party Sales			1,223.42	
107304	• Contracted Services		Third Party Sales		1,223.42		
12/06/24	27936	Auto Check	Taylor Lee Nelson (00003414)				135.00
12/06/24	LTS: Nov 24		LTS: Nov 24			135.00	
107304	• Contracted Services		LTS: Nov 24		135.00		
12/06/24	27937	Auto Check	Tim Berry (00002808)				108.00
12/06/24	LTS: Nov 24		LTS: Nov 24			108.00	
107304	• Contracted Services		LTS: Nov 24		108.00		
12/06/24	27938	Auto Check	Townsquare Media-Tri Cities (00002784)				312.80
12/06/24	5215104-1		Radio Ads - Gilbert			312.80	
107402	• Event Advertising		Radio Ads - Gilbert		312.80		
12/06/24	27939	Auto Check	Tri-City Americans (00000851)				89,641.20
12/06/24	Ams v Everett 11/8/24					15,269.59	
102150	• A/P Settlements		Ams v Everett 11/8/24		15,269.59		
12/06/24	Ams v Red Deer 11/9/24					19,438.70	
102150	• A/P Settlements		Ams v Red Deer 11/9/24		19,438.70		
12/06/24	Ams v Calgary 11/11/24					9,010.54	
102150	• A/P Settlements		Ams v Calgary 11/11/24		9,010.54		
12/06/24	1212032024TY		Naming Rights Sponsorship			8,333.33	
104211	• Naming Rights - Tenant Share		Naming Rights Sponsorship		8,333.33		
12/06/24	1212032024CC		F&B Sponsorship			6,875.00	
104241	• Signage & Display Sponsorship - Tenant Share		F&B Sponsorship		6,875.00		
12/06/24	Ams v Wenatchee 11/30/24					30,714.04	
102150	• A/P Settlements		Ams v Wenatchee 11/30/24		30,714.04		

12/06/24	27940	Auto Check	US Foods (00002786)					5,675.43
	12/06/24	4196262		Food			1,851.95	
	101411	• Inventory - Food		Food		1,851.95		
	12/06/24	4196263		Food			173.12	
	101411	• Inventory - Food		Food		173.12		
	12/06/24	4076007		Food			3,650.36	
	101413	• Inventory - Beer		Beer Supplies		97.14		
	101415	• Inventory - Liquor		Liquor Supplies		99.35		
	101411	• Inventory - Food		Food		3,453.87		
12/06/24	27941	Auto Check	Vistar Corporation (00002787)					1,551.01
	12/06/24	74361990		Food			1,551.01	
	101411	• Inventory - Food		Food		1,551.01		
12/06/24	27942	Auto Check	WCP Solutions (00002788)					1,750.07
	12/06/24	13864118		Janitorial Supplies			84.24	
	107203	• Janitorial Supplies		PO4980 - Janitorial Supplies		84.24		
	12/06/24	13864120		Janitorial Supplies			75.30	
	107203	• Janitorial Supplies		PO4980 - Janitorial Supplies		75.30		
	12/06/24	13864119		Janitorial Supplies			209.14	
	107203	• Janitorial Supplies		PO4980 - Janitorial Supplies		209.14		
	12/06/24	13864117		Janitorial Supplies			1,381.39	
	107203	• Janitorial Supplies		PO4980 - Janitorial Supplies		1,381.39		
12/06/24	27943	Auto Check	Janine Adamson (00002809)					180.00
	12/06/24	LTS: Nov 24		LTS: Nov 24			180.00	
	107304	• Contracted Services		LTS: Nov 24		180.00		
12/06/24	27944	Auto Check	Jennifer Bond (00002941)			VOID		0.00
12/06/24	27945	Auto Check	Janine Adamson (00002809)					642.50
	12/06/24	REIMB: LTS Registration		Reimbursement: Registration			642.50	
	105004	• Learn to Skate		Reimbursement: LTS Registration		642.50		
12/17/24		Wire Transfer	Umpqua Bank (00003286)					496,938.96
	12/17/24	PR Trans through 10/6/24					496,938.96	
					Due To/From TRCC	496,938.96		
					Due To/From TRCC	-496,938.96		
	102400	• Due To / (From) Convention Center		PR Trans through 10/6/24		496,938.96		
12/20/24		Wire Transfer	Southern Glazer's of WA (00002855)					1,793.06
	12/20/24	4893457		Liquor			1,793.06	
	101415	• Inventory - Liquor		Liquor		1,793.06		

12/16/24		Wire Transfer	King Beverage (00000486)					12,009.94
	12/16/24	3057855	Beer				329.50	
	101413	• Inventory - Beer	Beer			329.50		
	12/16/24	3061803	Beer				11,059.55	
	101413	• Inventory - Beer	Beer			11,059.55		
	12/16/24	3059338	Beer				243.25	
	101413	• Inventory - Beer	Beer			243.25		
	12/16/24	3058325	Liquor				377.64	
	101415	• Inventory - Liquor	Liquor			377.64		
12/20/24	27946	Auto Check	Apollo Heating and Air Conditioning (00002933)					3,583.95
	12/20/24	KS-940062861	HVAC Maintenance				3,583.95	
	107210	• HVAC Repairs & Maintenance	HVAC Maintenance			3,583.95		
12/20/24	27947	Auto Check	Ascentis Corporation (00002983)					1,739.24
	12/20/24	SI-176145	NOVA 5000				1,739.24	
	107070	• Payroll Processing	NOVA 5000					
					Due To/From TRCC	869.62		
12/20/24	27948	Auto Check	Baskin Robbins (00002754)					3,738.15
	12/20/24	4571	Third Party Sales				1,958.91	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			1,958.91		
	12/20/24	1641	Third Party Sales				597.23	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			597.23		
	12/20/24	2431	Third Party Sales				1,182.01	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			1,182.01		
12/20/24	27949	Auto Check	Bobablastic (00003078)					1,512.84
	12/20/24	4571	Third Party Sales				819.09	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			819.09		
	12/20/24	1641	Third Party Sales				253.10	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			253.10		
	12/20/24	2431	Third Party Sales				440.65	
	104690	• Concession Sales - Third Party Expense	Third Party Sales			440.65		
12/20/24	27950	Auto Check	Brashear Electric, Inc. (00002756)					896.78
	12/20/24	42224	Set Up for Smith				896.78	
	107401	• Outside Event Expense	Set Up for Smith			896.78		
12/20/24	27951	Auto Check	Canon Financial Services, Inc (00002793)					410.87
	12/20/24	36977079	Copier Contract				410.87	
	107105	• Printing / Copying	Copier Contract					
					Due To/From TRCC	205.44		
						205.43		

12/20/24	27952	Auto Check	Canon Solutions (00002757)				58.35
	12/20/24	6010207321	Copier Maintenance - UMT			17.34	
	107105	• Printing / Copying	Copier Maintenance - UMT		17.34		
	12/20/24	6010157355	Copier Maintenance - QHM			41.01	
	107105	• Printing / Copying	Copier Maintenance - QHM		41.01		
12/20/24	27953	Auto Check	Carmen Contreras (00002762)				1,400.98
	12/20/24	4571	Third Party Sales			588.46	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		588.46		
	12/20/24	1641	Third Party Sales			424.87	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		424.87		
	12/20/24	2431	Third Party Sales			387.65	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		387.65		
12/20/24	27954	Auto Check	Cascade Natural Gas (00000161)				653.88
	12/20/24	11/07/2024-12/09/2024	Gen Com services			653.88	
	107217	• Natural Gas	Gen Com services		653.88		
12/20/24	27955	Auto Check	Cascade Natural Gas (00000161)				6,938.55
	12/20/24	11/07/2024-12/09/24	Gen Com services			6,938.55	
	107217	• Natural Gas	Gen Com services		6,938.55		
12/20/24	27956	Auto Check	Central Washington Refrigeration, LLC (00002949)				1,553.70
	12/20/24	50080	North Tower Heater			1,553.70	
	107212	• Building Repairs & Maintenance	North Tower Heater		1,553.70		
12/20/24	27957	Auto Check	Chapala Express (00002758)				3,776.06
	12/20/24	4571	Third Party Sales			1,756.82	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		1,756.82		
	12/20/24	1641	Third Party Sales			943.00	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		943.00		
	12/20/24	2431	Third Party Sales			1,076.24	
	104690	• Concession Sales - Third Party Expense	Third Party Sales		1,076.24		
12/20/24	27958	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)				456.16
	12/20/24	83824	Zamboni Knives Maintenance			456.16	
	107201	• Tools & Supplies	Zamboni Knives MaintenanceZamboni Knives Maintenance		456.16		
12/20/24	27959	Auto Check	City of Kennewick - Misc (00002830)				372,126.50
	12/20/24	TOYO Ad Tax at 12/1/24				372,126.50	
	102320	• Admissions Tax Payable	Ad Tax 8/1/23-12/1/2024		365,045.75		
	102310	• Sales Tax Payable - State	Ad Tax 8/1/23-12/1/2024		7,080.75		

12/20/24	27960	Auto Check	Coca-Cola (00000213)					11,379.15
	12/20/24	163879		Food			11,379.15	
	101411	• Inventory - Food		Food		11,262.15		
	101415	• Inventory - Liquor		Liquor Supplies		117.00		
12/20/24	27961	Auto Check	Concessions Supply (00002860)					1,569.45
	12/20/24	98043		Food			1,569.45	
	101411	• Inventory - Food		Food		1,569.45		
12/20/24	27962	Auto Check	Culligan Water Conditioning (00002766)					70.38
	12/20/24	129672		Overpayment			-7.08	
	107201	• Tools & Supplies		Bottle Water		-7.08		
	12/20/24	230326		Duplicate Payment			-24.46	
	107201	• Tools & Supplies		Duplicate Payment		-24.46		
	12/20/24	142394		Bottle Water			101.92	
	107201	• Tools & Supplies		Bottle Water		101.92		
12/20/24	27963	Auto Check	DevFuzion (00000278)					125.00
	12/20/24	26395		Website Updates			125.00	
	107302	• Venue Marketing & Non-Event Advertising		Website Updates		125.00		
12/20/24	27964	Auto Check	Doggie Style Gourmet (00002767)					4,264.29
	12/20/24	4571		Third Party Sales			2,210.07	
	104690	• Concession Sales - Third Party Expense		Third Party Sales		2,210.07		
	12/20/24	1641		Third Party Sales			912.57	
	104690	• Concession Sales - Third Party Expense		Third Party Sales		912.57		
	12/20/24	2431		Third Party Sales			1,141.65	
	104690	• Concession Sales - Third Party Expense		Third Party Sales		1,141.65		
12/20/24	27965	Auto Check	Enterprise Rent A Car (00002931)					20.00
	12/20/24	958293512		Car Rental Fuel			20.00	
	104315	• Reimbursed Event Rentals		Car Rental Fuel		20.00		

12/20/24	27966	Auto Check	Ferrell Gas (00002769)					2,739.98
	12/20/24	1128317226	Propane				742.07	
	107214	• Fuel & Vehicle Costs	Propane			371.03		
					Due To/From TRCC	371.04		
	12/20/24	1128453711	Propane				625.56	
	107214	• Fuel & Vehicle Costs	Propane			312.78		
					Due To/From TRCC	312.78		
	12/20/24	1128776663	Propane				713.64	
	107214	• Fuel & Vehicle Costs	Propane			356.82		
					Due To/From TRCC	356.82		
	12/20/24	1128947601	Propane				658.71	
	107214	• Fuel & Vehicle Costs	Propane			329.35		
					Due To/From TRCC	329.36		
12/20/24	27967	Auto Check	Jacob's Radio (00002833)					160.00
	12/20/24	24110226	Radio Ads - Gilbert				160.00	
	107402	• Event Advertising	Radio Ads - Gilbert			160.00		
12/20/24	27968	Auto Check	Lowe's Commercial Services (00002776)					1,284.48
	12/20/24	972614	Tools				432.59	
	107201	• Tools & Supplies	PO4979 - Tools			432.59		
	12/20/24	978428	Tools				53.46	
	107201	• Tools & Supplies	PO4901 - Tools			53.46		
	12/20/24	981510	Supplies				26.78	
	107201	• Tools & Supplies	PO4955 - Supplies			26.78		
	12/20/24	988285	Cleaning Supplies				16.95	
	107201	• Tools & Supplies	PO4955 - Cleaning Supplies			16.95		
	12/20/24	993859	TV Mount				22.70	
	107201	• Tools & Supplies	PO4901 - TV Mount			22.70		
	12/20/24	996059	Supplies				151.52	
	107201	• Tools & Supplies	PO4977 - Supplies			151.52		
	12/20/24	985671	Event Supplies				398.89	
	107201	• Tools & Supplies	PO4955 - Event Supplies			398.89		
	12/20/24	980177	Cleaning Supplies				181.59	
	107203	• Janitorial Supplies	PO4965 - Cleaning Supplies			181.59		
12/20/24	27969	Auto Check	Michael Abbott (00002770)					252.00
	12/20/24	448-015768	FiltraFry Fryer Service				252.00	
	107508	• F&B Equipment Repairs & Maintenance	FiltraFry Fryer Service			252.00		
12/20/24	27970	Auto Check	Oxarc (00002929)					14.02
	12/20/24	00619101256	CO5 - Smith				14.02	
	104370	• Reimbursed Outside Event Expense	CO5 - Smith			14.02		

12/20/24	27971	Auto Check	Pacific Breeze (00003739)				359.88
	12/20/24	11738876		Odor Control			359.88
	107304	• Contracted Services		Odor Control		359.88	
12/20/24	27972	Auto Check	Popcorn NW (00002773)				4,381.23
	12/20/24	4571		Third Party Sales			2,319.95
	104690	• Concession Sales - Third Party Expense		Third Party Sales		2,319.95	
	12/20/24	1641		Third Party Sales			681.53
	104690	• Concession Sales - Third Party Expense		Third Party Sales		681.53	
	12/20/24	2431		Third Party Sales			1,379.75
	104690	• Concession Sales - Third Party Expense		Third Party Sales		1,379.75	
12/20/24	27973	Auto Check	Reign Drop LLC (00003211)				964.80
	12/20/24	S4176-24-5093		Pizza			292.15
	101411	• Inventory - Food		Pizza		292.15	
	12/20/24	S4176-24-5094		Pizza			107.97
	101411	• Inventory - Food		Pizza		107.97	
	12/20/24	S4176-24-5152		Pizza			55.95
	101411	• Inventory - Food		Pizza		55.95	
	12/20/24	S4176-24-5151		Pizza			92.41
	101411	• Inventory - Food		Pizza		92.41	
	12/20/24	S4176-24-5154		Pizza			55.95
	101411	• Inventory - Food		Pizza		55.95	
	12/20/24	S4176-24-5153		Pizza			125.17
	101411	• Inventory - Food		Pizza		125.17	
	12/20/24	RD-1216-BOXES		Pizza Boxes			235.20
	101411	• Inventory - Food		Pizza Boxes		235.20	
12/20/24	27974	Auto Check	Sunbelt Rentals, Inc. (00002783)				1,257.61
	12/20/24	162912582-0001		Propane			21.74
	107410	• Event Rental Equipment		Propane		21.74	
	12/20/24	162709024-0001		Manlift Rental			672.79
	107410	• Event Rental Equipment		Manlift Rental - Smith		672.79	
	12/20/24	163048596-0001		Skidsteer Rental			563.08
	107305	• General Rental Equipment		Skidsteer Rental		563.08	
12/20/24	27975	Auto Check	Taco City (00003055)				2,891.13
	12/20/24	4571		Third Party Sales			1,425.27
	104690	• Concession Sales - Third Party Expense		Third Party Sales		1,425.27	
	12/20/24	1641		Third Party Sales			658.65
	104690	• Concession Sales - Third Party Expense		Third Party Sales		658.65	
	12/20/24	2431		Third Party Sales			807.21
	104690	• Concession Sales - Third Party Expense		Third Party Sales		807.21	

12/20/24	27976	Auto Check	United States Ice Rink Association (00003312)						95.00
	12/20/24	5214		Membership				95.00	
	107106	• Dues & Subscriptions		Membership - Tyler		95.00			
12/20/24	27977	Auto Check	US Foods (00002786)						9,211.55
	12/20/24	4597395		Food				3,175.66	
	101415	• Inventory - Liquor		Liquor Supplies		24.62			
	101411	• Inventory - Food		Food		3,151.04			
	12/20/24	4597396		Food				22.03	
	101411	• Inventory - Food		Food		22.03			
	12/20/24	4466780		Food				77.51	
	101411	• Inventory - Food		Food		77.51			
	12/20/24	4413822		Food				4,580.94	
	101415	• Inventory - Liquor		Liquor Supplies		96.48			
	101413	• Inventory - Beer		Beer Supplies		47.91			
	101411	• Inventory - Food		Food		4,436.55			
	12/20/24	4413826		Food				131.74	
	101411	• Inventory - Food		Food		131.74			
	12/20/24	4413821		Kitchen Supplies				1,223.67	
	107510	• F&B Tools, Supplies & Equipment		PO4990 - Kitchen Supplies		1,223.67			
12/20/24	27978	Auto Check	Velasa Sports Inc dba Sparx Hockey (00002813)						333.63
	12/20/24	INV004001		Radius Rings				333.63	
	107201	• Tools & Supplies		PO4997 - Radius Rings		333.63			
12/20/24	27979	Auto Check	Vistar Corporation (00002787)						2,434.30
	12/20/24	74634181		Food				2,434.30	
	101411	• Inventory - Food		Food		2,434.30			
12/20/24	27980	Auto Check	WCP Solutions (00002788)						1,809.90
	12/20/24	13887179		Janitorial Supplies				789.80	
	107203	• Janitorial Supplies		PO4995 - Janitorial Supplies		789.80			
	12/20/24	13887180		Janitorial Supplies				1,020.10	
	107203	• Janitorial Supplies		PO4995 - Janitorial Supplies		1,020.10			
12/23/24		Wire Transfer	Odom East LLC (00003343)						1,826.32
	12/23/24	16164443		Beer				1,826.32	
	101413	• Inventory - Beer		Beer		1,826.32			
12/31/24		Wire Transfer	American Payment Solutions - APS (00002969)						404.60
	12/31/24	TOYO APS Fees - Dec 24		APS Fees - Dec 24				404.60	
	107310	• Credit Card Fees		APS Fees - Dec 24		404.60			

12/31/24	Wire Transfer	Fintech (00003296)				24.93
12/31/24	15774594	Fintech Fees			24.93	
107514	• F&B Credit Card & Banking Fees	Fintech Fees		24.93		
12/31/24	Wire Transfer	Revel Systems (00003299)				613.84
12/31/24	Concessions POS Fees - Dec 24	Concessions POS Fees - Dec 24			613.84	
107510	• F&B Tools, Supplies & Equipment	Concessions POS Fees - Dec 24		613.84		
12/31/24	Wire Transfer	Toast Inc (00004170)				1,522.47
12/31/24	Toast CC Fees - Dec 24	Toast CC Fees - Dec 24			1,522.47	
107514	• F&B Credit Card & Banking Fees	Toast CC Fees - Dec 24		1,522.47		
Total Paid:						<u><u>1,525,570.41</u></u>

TOYO Sterling Box Office Account

12/31/24	Wire Transfer	American Express Card Processing (00003298)				70.63
12/31/24	Box Office CC Fees - Dec 24	Box Office CC Fees - Dec 24			70.63	
107310	• Credit Card Fees	Box Office CC Fees - Dec 24				
			Credit Card Fees	70.63		
Total Paid - TOYO Box						<u><u>70.63</u></u>
Total Paid:						<u><u>1,525,641.04</u></u>

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 27892-27980	\$	872,010.28
Electronic transfers - Operations		653,630.76
Total	\$	<u><u>1,525,641.04</u></u>

Exceptions: Voided check #27924

Council Agenda Coversheet	Item Number: 4.d. Item Type: General Business Item Subject: Claims Roster: Columbia Park Golf Course Account Department: Finance	Date: 2/4/2025 Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for December 2024.		
<u>Motion for Consideration</u> Motion to approve the Claims Roster for the Columbia Park Golf Course Account for December 2024 in the amount of \$45,144.96 comprised of check numbers 2919-2934 in the amount of \$19,204.55 and electronic transfers in the amount of \$25,940.41.		
<u>Summary</u>		
<u>Alternatives</u>		
<u>Fiscal Impact</u> \$45,144.96		
<u>Attachments:</u> 1. Claims Roster		

COLUMBIA PARK GOLF COURSE FUND

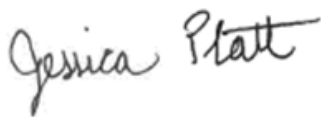
CHECK REGISTER

DECEMBER 2024

Check Number	Vendor Check Name	Check Date	Amount	System
NATIONWIDE 364179395	NATIONWIDE	12/15/2025	\$515.16	EFT
ADPTS 4026135	ADP TOTAL SOURCE (AUTOPAY)	12/11/2024	\$2,762.57	EFT
2847	KENNEWICK GOLF CORPORATION	12/3/2024	\$5,259.60	EFT
2848	SUN WILLOWS GOLF COURSE	12/3/2024	\$77.25	EFT
2849	TOTALE	12/3/2024	\$675.00	EFT
2850	YELP	12/3/2024	\$40.00	EFT
2851	COLUMBIA POINT GOLF COURSE	12/16/2024	\$384.60	EFT
2852	CINTAS CORPORATION	12/30/2024	\$252.68	EFT
2853	NORTHWEST GOLF CARS	12/30/2024	\$767.39	EFT
2854	PEPSI-COLA BOTTLING OF PASCO	12/30/2024	\$21.80	EFT
2855	PRIDE MFG CO., LLC	12/30/2024	\$1,065.26	EFT
A00002919	CINTAS CORPORATION	12/3/2024	\$132.98	CHECK
A00002920	CITY OF KENNEWICK	12/3/2024	\$296.68	CHECK
A00002921	COLEMAN OIL COMPANY	12/3/2024	\$493.02	CHECK
A00002922	HEMPHILL BROTHERS, INC.	12/3/2024	\$1,348.62	CHECK
A00002924	LANE MOUNTAIN COMPANY AKA LANE	12/3/2024	\$1,640.47	CHECK
A00002925	PEPSI-COLA BOTTLING OF PASCO	12/3/2024	\$39.25	CHECK
A00002926	R&R PRODUCTS	12/3/2024	\$163.21	CHECK
A00002927	BOYD'S TREE SERVICE	12/17/2024	\$10,272.15	CHECK
A00002928	CASTLE ROCK SOLUTIONS, INC.	12/17/2024	\$114.40	CHECK
A00002929	CITY OF KENNEWICK	12/17/2024	\$308.02	CHECK
A00002930	DYNAMIC BRANDS	12/17/2024	\$1,771.00	CHECK
A00002931	EASY PICKER GOLF PRODUCTS, INC	12/17/2024	\$1,185.52	CHECK
A00002932	MERCANTILE SYSTEMS, INC.	12/17/2024	\$249.00	CHECK
A00002933	WAMBEKE WINDOW WASHING	12/17/2024	\$125.00	CHECK
A00002934	WESTERN EQUIPMENT	12/17/2024	\$1,065.23	CHECK
WA DOR 0044261073	WASHINGTON STATE DEPARTMENT OF REVENUE	12/20/2024	\$2,954.36	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	12/13/2024	\$4,788.67	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	12/27/2024	\$4,540.57	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	12/31/2024	\$1,110.92	EFT
Bank Deduction	MERCHANT SERVICES	12/1/2024	\$701.67	EFT
Bank Deduction	US Bank	12/15/2024	\$22.91	EFT

\$45,144.96

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 2919-2934	\$	19,204.55
Electronic transfers	\$	25,940.41

Total	\$	<u>45,144.96</u>
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Vendor Check Name	Check Dated	Amount	Debit	Credit
NATIONWIDE	12/15/2024	\$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)	12/11/2024	\$2,762.57		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$2,762.57
PURCH	50800-050-244-00	HEALTH BENEFITS	\$644.74	
PURCH	50800-060-244-00	HEALTH BENEFITS	\$2,117.83	
KENNEWICK GOLF CORPORATION	12/3/2024	\$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	
SUN WILLOWS GOLF COURSE	12/3/2024	\$77.25		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$77.25
PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT	\$48.96	
PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT	\$28.29	
TOTAL E	12/3/2024	\$675.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$675.00
PURCH	21900-050-244-00	CONTRACT SERVICES	\$675.00	
YELP	12/3/2024	\$40.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
COLUMBIA POINT GOLF COURSE	12/16/2024	\$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	
CINTAS CORPORATION	12/30/2024	\$252.68		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$252.68
PURCH	51900-060-244-00	CONTRACT SERVICES	\$115.54	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$137.14	
NORTHWEST GOLF CARS	12/30/2024	\$767.39		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$767.39
PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR	\$767.39	
PEPSI-COLA BOTTLING OF PASCO	12/30/2024	\$21.80		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$21.80
PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$5.00	
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$16.80	
PRIDE MFG CO., LLC	12/30/2024	\$1,065.26		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,065.26
PURCH	52900-050-244-00	PRINTING	\$1,065.26	
CINTAS CORPORATION	12/3/2024	\$132.98		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$132.98
PURCH	51900-060-244-00	CONTRACT SERVICES	\$26.75	
PURCH	51900-080-244-00	CONTRACT SERVICES	\$106.23	
CITY OF KENNEWICK	12/3/2024	\$296.68		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$296.68
PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$36.42	
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$260.26	
COLEMAN OIL COMPANY	12/3/2024	\$493.02		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$493.02
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$393.02	
PURCH	5300-050-244-00	FUEL& OIL GOLF	\$100.00	

HEMPHILL BROTHERS, INC.	12/3/2024		\$1,348.62		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$1,348.62
PURCH	56100-060-244-00	MATERIALS - SAND (BUNKERS)		\$1,348.62	
LANE MOUNTAIN COMPANY	12/3/2024		\$1,640.47		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			\$1,640.47
PURCH	56100-060-244-00	MATERIALS - SAND (BUNKERS)		\$1,640.47	
PEPSI COLA BOTTLING CO. OF PASCO	12/3/2024		\$39.25		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			\$39.25
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		\$28.75	
PURCH	51900-060-244-00	CONTRACT SERVICES		\$10.50	
R&R PRODUCTS	12/3/2024		\$163.21		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$163.21
PURCH	5850-050-244-00	COURSE ACCESSORIES GOLG		\$163.21	
BOYD'S TREE SERVICE	12/17/2024		\$10,272.15		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$10,272.15
PURCH	51800-060-244-00	PROFESSIONAL SERVICES		\$10,272.15	
CASTLE ROCK SOLUTIONS	12/17/2024		\$114.40		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$114.40
PURCH	51900-050-244-00	CONTRACT SERVICES		\$114.40	
CITY OF KENNEWICK	12/17/2024		\$308.02		
PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			\$308.02
PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		\$50.00	
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		\$258.02	
DYNAMIC BRANDS	12/17/2024		\$1,771.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$1,771.00
PURCH	55300-050-244-00	RANGE SUPPLIES		\$1,771.00	
EASY PICKER GOLF PRODUCTS	12/17/2024		\$1,185.52		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$1,185.52
PURCH	55300-050-244-00	RANGE SUPPLIES		\$1,185.52	
MERCANTILE SYSTEMS	12/17/2024		\$249.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$249.00
PURCH	51800-080-244-00	PROFESSIONAL SERVICES		\$249.00	
WAMBEKE WINDOW WASHING	12/17/2024		\$125.00		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$125.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$125.00	
WESTERN EQUIPMENT	12/17/2024		\$1,065.23		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$1,065.23
PURCH	58100-060-244-00	EQUIPMENT PARTS		\$1,065.23	
WASHINGTON STATE DEPARTMENT OF REVENUE	12/20/2024		\$2,954.36		
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$2,954.36
PURCH	20300-000-244-00	SALES TAX PAYABLE		\$1,289.53	
PURCH	91101-000-244-00	OTHER STATE TAX		\$1,664.83	
ADP TOTAL SOURCE (AUTOPAY)	12/13/2024		\$4,788.67		
PAY	50000-000-244-00	TEMPORARY ACCT			\$4,788.67
PURCH	23550-000-020-00	INSTRUCTION		\$0.00	
PURCH	50200-050-244-00	HOURLY WAGES		\$2,271.58	
PURCH	50200-060-244-00	HOURLY WAGES		\$2,225.03	
PURCH	50800-050-244-00	HEALTH BENEFITS			\$57.13
PURCH	50800-060-244-00	HEALTH BENEFITS			\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		\$368.55	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		\$327.00	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		\$22.11	
PURCH	52100-050-244-00	CELL PHONE		\$27.69	

ADP TOTAL SOURCE (AUTOPAY)	12/27/2024		\$4,540.57	
PAY	50000-000-244-00	TEMPORARY ACCT		\$4,540.57
PURCH	50000-000-244-00	TEMPORARY ACCT		\$0.00
PURCH	50000-000-244-00	TEMPORARY ACCT		\$0.00
PURCH	50200-050-244-00	HOURLY WAGES	\$2,385.04	
PURCH	50200-060-244-00	HOURLY WAGES	\$1,913.45	
PURCH	50800-050-244-00	HEALTH BENEFITS		\$57.13
PURCH	50800-060-244-00	HEALTH BENEFITS		\$396.16
PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$387.05	
PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$259.88	
PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$20.75	
PURCH	52100-050-244-00	CELL PHONE	\$27.69	
ELAN (MONTHLY CREDIT CARD CHARGES)	12/31/2024		\$1,110.92	
PAY	50000-000-244-00	TEMPORARY ACCT		\$1,110.92
PURCH	51300-060-244-00	EDUCATION & TRAINING	\$120.00	
PURCH	51900-050-244-00	CONTRACT SERVICES	\$121.32	
PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$125.22	
PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$121.33	
PURCH	52400-080-244-00	JANITORIAL SUPPLIES	\$16.29	
PURCH	52500-080-244-00	OFFICE SUPPLIES	\$21.72	
PURCH	52600-080-244-00	POSTAGE	\$8.03	
PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.33	
PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$106.26	
PURCH	53200-080-244-00	PROMOTIONAL & ENTERTAINMENT	\$72.71	
PURCH	54600-080-244-00	MINOR FF&E	\$45.59	
PURCH	55000-050-244-00	GOLF CART PARTS	\$21.25	
PURCH	55300-050-244-00	RANGE SUPPLIES	\$321.87	
MERCHANT SERVICES	12/1/2024		\$701.67	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$701.67
PURCH	54000-080-244-00	BANK CHARGES	\$701.67	
US Bank	12/15/2024		\$22.91	
PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$22.91
PURCH	54000-080-244-00	BANK CHARGES	\$22.91	

Council Agenda Coversheet	Item Number: 4.e. Date: 2/4/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Payroll Roster: For the Pay Period Ending 01/15/2025 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the payroll roster as presented. <u>Motion for Consideration</u> Motion to approve the payroll roster for the pay period ending 01/15/2025. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 01/15/2025 Total: \$2,803,709.44		
<u>Attachments:</u> 1. Roster		

Payroll Roster for Pay Period Ending 01/15/2025

All Departments:

City Attorney	29,996.50
City Council	5,290.00
City Manager	13,446.07
Civil Service	3,727.75
Community Planning	20,807.26
Economic Development	7,859.28
Engineering	63,425.56
Finance	56,498.95
Fire	111,775.69
Human Resources	20,058.68
Management Services	99,994.62
Non-Departmental	4,339.93
Parks, Recreation & Facilities	127,049.42
Police	547,735.17

Subtotal - General Fund**1,112,004.88**

BI-PIN	15,882.14
Building Safety	54,140.54
Community Development	3,647.49
Criminal Justice	89,932.23
Equipment Rental	14,784.51
Medical Services	454,904.10
Risk Management	4,348.30
Stormwater	26,949.85
Street	41,508.76
Water & Sewer	157,670.96

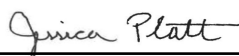
Subtotal - Other Funds**863,768.88****Total Salaries and Wages****1,975,773.76****Benefits**

Dental Insurance	25,651.27
DRS Retirement	135,809.55
Employee Assistance Program	27.44
Life Insurance	5,413.38
Long-Term Disability Insurance	6,862.00
Medical Expense Reimbursement Plan	3,187.50
Medical Insurance	370,965.79
Medicare	28,265.74
MissionSquare Deferred Compensation	89,992.65
Social Security (OASDI)	89,106.06
Vision Insurance	3,545.16
WA Paid Family & Medical Leave	5,011.94
Worker's Compensation Insurance	64,097.20

Total Benefits**827,935.68****Grand Total****\$2,803,709.44**

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 \$2,803,709.44 comprised of check numbers 77796 through 77824 and direct deposit numbers 231929 through 232377.

Approved for payment:



Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.f. Date: 2/4/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Interlocal Agreement: Benton County Emergency Services (BCES) Interlocal Agreement Department: City Manager	
<u>Recommendation</u> Staff recommends Council approve the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services as presented. If approved, the City Manager will sign where indicated. <u>Motion for Consideration</u> Motion to approve the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services as presented. <u>Summary</u> At the December 3, 2024 regular council meeting, Kennewick City Council approved the Funding Agreement with Benton County Emergency Services for the financing of the 800 MHz Radio Project. Approval of that agreement ensured a timely, discounted expansion of the radio system, benefitting emergency services and public safety communications. The execution of that agreement necessitates an amendment to the Interlocal Agreement for Benton County Emergency Services to account for ownership of the new 800 MHz Radio System expansion. Additionally, this restated ILA will address recent State Law changes with respect to how agencies respond to public records requests for 911 records held by BCES. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> No additional fiscal impact to entering into this restated ILA for Benton County Emergency Services beyond that established in the Funding Agreement executed on December 3, 2024.		
<u>Attachments:</u> 1. Agreement		

WHEN RECORDED RETURN TO:

City of Richland
Attn: City Attorney
625 Swift Boulevard MS-07
Richland, WA 99352

**FOURTH AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between the following entities (each one a “Member Agency” and collectively, the “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.

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an interlocal cooperative agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within the State of Washington to establish a local organization for emergency management in accordance

with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two or more counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Benton County Emergency Services (“BCES”) is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 7, and the Parties to this Agreement wish to continue that organization under the terms of this Third Amended and Restated Interlocal Agreement; and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, has also provided communication and dispatching for public safety and emergencies for some jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire District Nos. 1, 2 and 4, and with limited participation by Benton County Public Utility District #1 (“Benton PUD”) (collectively, the “Existing Partners”) provided county-wide operation of emergency dispatch services under the terms of the First Amended and Restated Interlocal Agreement until 2017; and

WHEREAS, in 2017, Franklin County and the city of Pasco transitioned their dispatch services to Benton County Emergency Services and became member agencies of BCES (the “New Partners”); and

WHEREAS, the Existing and New Parties have operated BCES pursuant to the Second Amended and Restated Interlocal Cooperation Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018 (“2018 BCES Interlocal Agreement”); and

WHEREAS, on April 3, 2024, Benton PUD withdrew as a member agency through execution of the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services (“2024 BCES Interlocal Agreement”); and

WHEREAS, the remaining BCES member agencies intend to continue the provision of bi-county dispatch services under this Fourth Amended and Restated Interlocal Agreement, with each Party participating to the extent identified herein; and

WHEREAS, BCES has established a digital 800MHz radio system that provides and will continue to provide viable public safety communications for many years into the future; and

WHEREAS, Benton County, the cities of Kennewick and Richland, and Benton PUD have historically provided a single microwave system exclusively located in Benton County (hereinafter

the “Former (pre-2024) Benton County Microwave System”); and

WHEREAS, Franklin County and public safety agencies within that county have historically operated under a separate microwave system exclusively located in Franklin County (hereinafter “Franklin County Microwave System”); and

WHEREAS, the cities of Kennewick, Richland, and Pasco, and the counties of Benton and Franklin are currently acquiring a bi-county microwave system equally owned and funded by the five (5) member agencies; and

WHEREAS, similar to the efforts related to a bi-county microwave system, the cities of Kennewick, Richland, and Pasco, and the counties of Benton and Franklin, desire to acquire additional towers and radios to create a bi-county 800MHz system equally owned and funded by the five (5) member agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with RCW 39.34, RCW 38.52, and Section 8 of the 2024 BCES Interlocal Agreement, the Parties hereto agree to this Fourth Amended and Restated Interlocal Agreement as follows:

II. AGREEMENT

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement by reference.

2. PURPOSE

The purpose of this Agreement is to provide for the effective and economical operations of Benton County Emergency Services (BCES), a local administrative entity and joint venture between the above-referenced Parties (also referred to as the “Organization”).

3. ORGANIZATIONAL STRUCTURE

Benton County Emergency Services consists of two (2) divisions: Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

A. General. The Organization shall consist of an Executive Board, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.

1. Appointment of Administrative Jurisdiction; Duration. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve unless or until such service is terminated by the Executive Board, or until the Administrative Jurisdiction withdraws after having provided a minimum of nine (9)

months' written notice of intent to withdraw. The City of Richland is currently designated as the Administrative Jurisdiction. All employees staffing BCES shall be employees of the Administrative Jurisdiction.

2. Duties of Administrative Jurisdiction. The Administrative Jurisdiction shall have full responsibility for the operation of the Organization, and shall provide all necessary administrative support for the Organization. The Administrative Jurisdiction shall perform its duties pursuant to a contractual agreement with Benton County Emergency Services that shall automatically renew every five (5) years, subject to any renegotiations between the Administrative Jurisdiction and the Executive Board. The Administrative Jurisdiction shall appoint a BCES Director, which appointment shall be subject to confirmation by the Executive Board. The BCES Director shall be removed only at the direction of the Administrative Jurisdiction.
 3. Governing Policies. BCES shall follow the policies established by the Administrative Jurisdiction for all efforts related to Finance, Human Resources, Legal, Risk & Safety, and Purchasing. To ease future transition between Administrative Jurisdictions, BCES shall operate and maintain an independent email system.
- B. Executive Board Duties; Membership; Voting. The Executive Board shall be the governing body of the administrative entity known as Benton County Emergency Services and shall be responsible for approving BCES-specific policies, contracts, the annual budget, and confirmation of the Administrative Jurisdiction's appointment of the BCES Director. The Executive Board shall also be responsible for ensuring the Parties' compliance with the legal requirements of Ch. 38.52 RCW.
1. Subject to the voting procedures and restrictions set forth herein, the Executive Board shall consist of one representative from the Benton County Commissioner's Office, one representative from the Franklin County Commissioner's Office, one representative from each of the cities of Kennewick, Richland, Prosser, West Richland, Benton City, and Pasco, and a single representative collectively representing Benton County Fire Protection District Nos. 1, 2 and 4.
 2. Whenever they are entitled to vote, Benton County, Franklin County, and the cities of Kennewick, Pasco, and Richland shall be allowed two (2) votes each. Whenever they are entitled to vote, West Richland, Prosser, and Benton City shall have one (1) vote each. Whenever they are entitled to vote, Benton County Fire Protection District Nos. 1, 2 and 4 shall collectively share a single vote.
 3. A simple majority of the number of members of the Executive Board shall be a quorum, and a simple majority of votes shall prevail unless otherwise set forth herein.

4. The following are the only representatives authorized to vote on matters associated with Southeast Communications Center (SECOMM):
 - Representatives for the cities of Kennewick, Richland, Pasco, West Richland,* and Prosser*;
 - Representatives for the counties of Benton and Franklin;
 - The representative for Benton County Fire Protection District Nos. 1, 2 and 4 casting a single vote for the three (3) entities.*

**Note:* No future contracted subscribers to SECOMM shall be entitled to vote.

5. The following are the only representatives authorized to vote on matters associated with the Former (pre-2025) 800MHz system:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton.
6. The following are the only representatives authorized to vote on matters associated with the future operation and maintenance of the new Benton-Franklin 800MHz system and related funding (acquired after the execution hereof):
 - Representatives for the cities of Kennewick, Pasco and Richland;
 - The representatives for the counties of Benton and Franklin.
7. The following are the only representatives authorized to vote on matters associated with operation and maintenance of the Former (pre-2024) Benton County Microwave System and related funding:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton;
8. The following are the only representatives authorized to vote on matters associated with the future operation and maintenance of the new Benton-Franklin County Microwave System and related funding (acquired after the execution hereof):
 - Representatives for the cities of Kennewick, Pasco and Richland;
 - The representatives for the counties of Benton and Franklin.
9. The following are the only representatives authorized to vote on items associated with Benton County Emergency Management (BCEM):
 - Representatives for the cities of Kennewick, Richland, West Richland, Prosser and Benton City;
 - The representative for the county of Benton.
10. For items not specifically associated with the Former (pre-2024) Benton County Microwave System, the new Benton-Franklin Microwave System, the 800 MHz system, Southeast Communications Center, or Benton County Emergency Management, all representatives may vote.

11. A representative may send a delegate to vote by proxy in his or her absence.

C. Strategic Advisory Team. Working directly with BCES leadership, the Strategic Advisory Team (SAT) will assist in developing strategies for addressing issues such as establishing standardized procedures and incorporating changes in technology. To facilitate the policy-making role of the Executive Board, it may assign to the SAT certain policy reviews, projects, and tasks. The Strategic Advisory Team may consist of one (1) representative from each of the following:

- | | |
|--|--|
| • Kennewick Fire Department | • Connell Police Department |
| • Kennewick Police Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |
| • Franklin County Sheriff's Office | • City of Prosser |
| • Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep) | • Benton County Fire Protection Districts 1, 2, 4, 5 & 6 (1 Rep) |

The SAT representative will be the agency Chief or Sheriff and a senior level executive from the City of Prosser.

D. Customer Agency Group. The Customer Agency Group (CAG) is established to allow customers of BCES to communicate suggestions, ideas, or concerns regarding service, operational policies, and/or procedural issues. The CAG will be comprised of two divisions: Law Enforcement and Fire/EMS. Each division will elect a chairperson to represent the concerns of their division to the BCES Director or at joint CAG meetings. The Customer Agency Group may consist of one (1) representative from each of the following:

- | | |
|--|---|
| • Kennewick Police Department | • Connell Police Department |
| • Kennewick Fire Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |
| • Franklin County Sheriff's Office | • City of Prosser Police Department |
| • City of Benton City | • Benton PUD |
| • Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep) | • Benton County Fire Protection Districts 1, 2, 4, 5, & 6 (1 Rep) |
| • Walla Walla Fire Protection District 5 | |

1. Issues that impact only one division will be communicated to the BCES Director from the chair of the division. Any recommendations made by either division must be approved by a majority of the agencies before they can be submitted to the Director for consideration. Items for which there is no majority support will require the use of the agency input

process.

2. Should an issue be relevant to both divisions, a meeting may be called by the BCES Director or either division chairperson. Attendees to such meeting will be limited to the BCES Director, the SECOMM Communications Managers and/or Emergency Management Manager, and both division chairpersons.
3. Working groups or sub-committees may be created by either division to address operational issues for which operational-level employees or subject matter experts should be involved. These groups and/or sub-committees will report directly to their division chairperson. Additionally, to expedite the development of recommendations that are sound and have the greatest likelihood of success, recommendations will be vetted with a senior subject matter expert dispatcher for additional input. The dispatcher would have no vote in the process of moving forward with an issue.

E. BCES Director. The Director, under direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services, and shall be responsible for the implementation of the directives of the Executive Board and the policies and procedures of the Executive Board or the Administrative Jurisdiction, as the case may be. The Director shall be responsible for developing, organizing, and coordinating emergency preparedness planning, training and implementation. The Director shall be responsible for organizing, developing and coordination of E-911 and bi-county communication systems, and shall have such other duties and responsibilities as the Administrative Jurisdiction designates from time to time.

4. FINANCES

Benton County Emergency Services maintains separate funds consisting of:

- One (1) fund for Benton County Emergency Management;
- One (1) fund for Southeast Communications Center;
- One (1) fund for the acquisition, maintenance and operation of the Benton-Franklin County 800MHz System.
- One (1) fund for the maintenance and operation of the Former (pre-2025) Benton County 800MHz System (to be retired once the Benton-Franklin 800MHz system is fully operational); and
- One (1) fund for the acquisition, maintenance and operation of the Benton-Franklin County Microwave System.
- One (1) fund for maintenance and operation of the Former (pre-2024) Benton County Microwave System (to be retired when the system is fully decommissioned).

These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick, the most populous entity. All monies received for the benefit and use of Benton County Emergency Services, including financial contributions by the Parties to

this Agreement in accordance herewith, shall be deposited into the appropriate fund.

- A. Benton County Emergency Management (EM Operations) Fund. Except for, Pasco, and Franklin County, each Party to this Agreement shall contribute to the cost of emergency management operations upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions by the Parties hereto, the decisions shall be referred to the State Emergency Management Council for arbitration, and the Council's decision shall be final and binding upon the Parties hereto. Except for Franklin County and Pasco, each party shall pay its share of the cost of emergency management into the Benton County Emergency Management Fund which is maintained and administered by the Administrative Jurisdiction. The Executive Board shall have the authority to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover unexpected liabilities, including uninsured civil judgments. If the cost overrun or liability is the result of a single agency, the entire cost will be borne by that agency.
- B. Southeast Communications Center (SECOMM Operations) Fund. SECOMM shall be financed by the proceeds of a telephone excise tax that shall be imposed at the same rate by both Benton and Franklin counties, an annual levy upon the Parties, except City of Benton City, and by contract fees paid by contracting agencies as determined by the Executive Board. Each Party hereto shall contribute its share of the costs of the typical and customary operation and administration of SECOMM as established by the Executive Board. Such contributions shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. The assessment for any user or member entering SECOMM mid-budget year shall be determined by the Executive Board and pro-rated relative to the months of service remaining in the existing budget year. Funding models for SECOMM budgets shall be determined by the Executive Board. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration, the Executive Board is authorized to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- C. 800MHz Fund. The Former (pre-2025) 800MHz Fund shall be used for the maintenance and operation of the pre-2025 800MHz radio system, whether analog or digital, utilized by BCES (locations include BCES, Badger Mountain, Joe Butte, Sillusi Butte, Golgotha Butte, Prosser Butte, Rattlesnake Mountain, Red Mountain) until such time as the Benton-Franklin 800MHz System is constructed and operational. At such time, any funds remaining in the Former (pre-2025) 800MHz Fund shall be transferred to the new Benton-Franklin 800MHz Fund. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the Former (pre-2025) 800MHz system, and to impose contract fees upon any

contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the Former (pre-2025) 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800MHz operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable solely to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

In order to improve coverage of the Former (pre-2025) 800MHz radio system maintained and operated by BCES in certain areas of unincorporated Benton County, one (1) communication site on Red Mountain will be constructed consisting of a trunked simulcast repeater; one (1) microwave; an equipment shelter; a tower; a generator; a fuel tank; and batteries (the "Communication Site"). To integrate the new Communication Site into the existing system, the Golgotha ASTRO 25 Repeater Site must be upgraded with certain hardware, software and services (the "Golgotha Upgrade"). To facilitate construction of the Communication Site and the Golgotha Upgrade, Benton County has satisfied its commitment to provide BCES, by and through its Administrative Jurisdiction, Three Million Dollars (\$3,000,000) for BCES to purchase and install the Communication Site and Golgotha Upgrade Benton County further agrees to directly pay the costs of easement acquisition, design, and construction of a means of ingress and egress, along with provision of utilities (specifically electric) to a parcel agreed upon by Benton County on which the Communication Site will be located. All operational costs of the Communication Site shall be paid by the Parties hereto in the same manner as other operational costs paid from the 800MHz fund.

The Administrative Jurisdiction is responsible for compliance with applicable procurement laws respecting the purchase and installation of the Communication Site and Golgotha Upgrade. Benton County is responsible for compliance with applicable procurement laws respecting the access easement to the Communication Site.

The Administrative Jurisdiction agrees to maintain the deposits from Benton County in an interest bearing account, and interest will accrue to the benefit of BCES and may be expended on the Communication Site. The Administrative Jurisdiction will continue send to Benton County a written summary of the expenses incurred for the purchase and installation of the Communication Site every thirty (30) days until the Communications Site is completed. Within thirty (30) days of release of retainage to the contractor for the Communication Site work, the Administrative Jurisdiction will return to Benton County the balance of all deposits made by Benton County for the Communication Site that were not expended.

Parties to this Agreement who use the 800MHz system will continue to contribute to its operation and maintenance costs, including costs for operation and maintenance of the Communication Site, through annual radio assessments.

- D. Benton-Franklin 800MHz Fund. The Benton-Franklin 800MHz Fund shall be used for the maintenance and operation of the bi-county 800MHz radio system, whether analog or digital, utilized by BCES. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the Benton-Franklin 800MHz system, and to impose contract fees upon any contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the Benton-Franklin 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800MHz operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable solely to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- E. Benton County Microwave System Fund. The Former (pre-2024) Benton County Microwave System Fund shall be used for the maintenance and operation of the Benton County Microwave System utilized by BCES until such time as the new Benton-Franklin Microwave System is constructed and operational. At such time, any funds remaining in the Former (pre-2024) Benton County Microwave Fund shall be transferred to the new Benton-Franklin Microwave System Fund. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton County Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton County Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency. Neither Franklin County nor any of the Parties to this Agreement located therein shall acquire or be deemed to have acquired any ownership interest whatsoever in any property or equipment that comprises the Benton County Microwave System.
1. Franklin County Microwave System. Although the Former (pre-2024) Benton County Microwave System and the Former (pre-2024) Franklin County Microwave System are technically interconnected and create a Bi-County Microwave System utilized by BCES, Benton County and those Parties to this Agreement who are located therein are the only Parties obligated to contribute to the Former (pre-2024) Benton County Microwave System as provided under Section 4.D above. Franklin County shall be solely responsible for all costs associated with maintenance, operation and improvements to the Former (pre-2024)

Franklin County Microwave System. Neither Benton County nor any of those Parties to this Agreement located therein shall acquire any ownership interest whatsoever in any property or equipment that comprises the Former (pre-2024) Franklin County Microwave System. Franklin County shall defend, indemnify and hold harmless Benton County and those Parties to this Agreement who are located therein for all claims related in any way to, Franklin County's maintenance or operation of the Former (pre-2024) Franklin County Microwave System as it presently exists or is modified in the future. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of uses resulting therefrom.

- F. Benton-Franklin Microwave System Fund. The new Benton-Franklin Microwave System Fund shall be used for the maintenance and operation of the Benton-Franklin Microwave System utilized by BCES upon completion of its construction. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton-Franklin Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton-Franklin Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton-Franklin Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- G. The BCES Director, upon approval by the Executive Board, is authorized to make expenditures on behalf of the Organization in accordance with the policies and procedures of the Administrative Jurisdiction.
- H. An annual budget for the Organization shall be prepared by the BCES Director in accordance with the policies and procedure of the Administrative Jurisdiction. The annual operating budget requires Executive Board approval.
- I. Contribution to SECOMM Fund. The Parties acknowledge that Franklin County and Pasco each made irrevocable contributions of Five Hundred Thousand Dollars (\$500,000) to the SECOMM Fund as their buy-in for BCES membership pursuant to the 2017 BCES Transition and Buy-In Agreement. These contributions are non-refundable should Franklin County or Pasco withdraw from BCES.
- J. Radio System Upgrade (SUA). In each BCES budget, the allocation of costs to support the trunked radio system shall be equally divided between Benton County, Franklin County, and

the cities of Kennewick, Pasco and Richland. Contributions made by Franklin County and Pasco shall not create, nor be construed to create, any ownership interest in the trunked radio system.

- K. Capital Investment - 2024 Benton-Franklin Microwave System. The counties of Benton and Franklin and the cities of Kennewick, Richland and Pasco will jointly fund and acquire a bi-county microwave system to be owned by the five (5) member agencies as follows: twenty percent (20%) ownership by Benton County; twenty percent (20%) ownership by Franklin County; twenty percent (20%) ownership by Kennewick; twenty percent (20%) ownership by Richland; and twenty percent (20%) ownership by Pasco (the “Owner Entities”). The bi-county microwave system will be constructed/installed by and through the Administrative Jurisdiction and operated by Benton County Emergency Services. The Owner Entities shall pay their respective financial contribution of one-fifth (20%) of the actual total capital project cost to the Administrative Jurisdiction, on behalf of BCES, within thirty (30) calendar days of receipt of a detailed invoice. The capital project cost shall be determined based on the actual project cost reflected in the Motorola Project No. WA-21P120A_Richland agreement. Failure of any of the Owner Entities to remit payment as required herein shall result in suspension of services to the non-compliant Owner Entity by BCES.
- L. Capital Investment - 2025 Benton-Franklin 800MHz System. The counties of Benton and Franklin and the cities of Kennewick, Richland and Pasco will jointly fund the purchase of necessary subscriber units (mobile and portable radios) and additional tower infrastructure to create a bi-county radio network to be owned by the five (5) member agencies as follows: twenty percent (20%) ownership by Benton County; twenty percent (20%) ownership by Franklin County; twenty percent (20%) ownership by Kennewick; twenty percent (20%) ownership by Richland; and twenty percent (20%) ownership by Pasco (the “Owner Entities”). The bi-county 800MHz system and subscriber units will be constructed/installed/purchased by and through the Administrative Jurisdiction and operated by Benton County Emergency Services. The Owner Entities shall pay their respective financial contribution of one-fifth (20%) of the actual total capital project cost to the Administrative Jurisdiction, on behalf of BCES, within thirty (30) calendar days of receipt of a detailed invoice. The capital project cost shall be determined based on the actual project cost reflected in Motorola Project Nos. WA-23P072 (infrastructure) and WA-24P073M (subscriber units) agreements. Failure of any of the Owner Entities to remit payment as required herein shall result in suspension of services to the non-compliant Owner Entity by BCES.

5. PROPERTY AND EQUIPMENT

- A. Ownership Interests Maintained. Except as authorized by the Executive Board with respect to transfer by FEMA of ownership of assets acquired with Chemical Stockpile Emergency Preparedness Program (“CSEPP”) funds, the Former (pre-2025) digital 800MHz radio system, the Former (pre-2024) Benton County Microwave System Fund, and the ownership interests in property, equipment, or funds acquired by or through Benton County Emergency

Management shall continue to be shared by Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City in proportion to the financial and in-kind contribution of each party in the year such property, equipment, or monies was acquired, unless provided otherwise herein. Franklin County and Pasco shall take no ownership interest whatsoever in any property, equipment or monies belonging to BCES unless said ownership interest is expressly identified herein.

- B. Benton PUD Property Interests. Buildings and towers owned by Benton PUD, and site or ground leasehold interests held by Benton PUD at the Prosser site, the Joe Butte Site, and the Umatilla Ridge site will remain in Benton PUD's ownership or leasehold interest. State-owned pre-2024 microwave system or parts to which Benton PUD previously enjoyed a right of first refusal have been transferred to the joint ownership of Benton County and the cities of Kennewick and Richland in the following percentages: fifty percent (50%) to Benton County; twenty-five percent (25%) to Kennewick; twenty-five percent (25%) to Richland.
- C. Specific Properties Owned Solely By Benton County, Richland and Kennewick. All Parties hereto acknowledge that the federal government may have ownership interests or rights with respect to equipment purchased with funds provided by the federal government. All Parties further acknowledge and agree that the Communication Site on Red Mountain as referenced in Section 4.C above shall be owned exclusively by Benton County. All Parties further acknowledge and agree that the Former (pre-2025) digital 800MHz radio system, the real property and improvements located at 651 Truman Avenue in Richland, Washington, the leasehold interests and other 800MHz equipment used by Benton County Emergency Services and the Parties hereto at the several existing sites, and the Former (pre-2024) Benton County Microwave System used by Benton County Emergency Services shall be owned exclusively by Benton County and the cities of Richland and Kennewick as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. The contributions by Pasco and Franklin County required pursuant to Section 4.H above do not create any ownership interests in the above assets by those entities.
- D. Ownership Interests – SECOMM Fund. Property, equipment and funds acquired through the Southeast Communications Center Fund prior to June 26, 2018 shall be owned as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. Property, equipment, or monies acquired through the Southeast Communications Center Fund on and after June 26, 2018 shall be owned in equal shares by Benton County, Franklin County and the cities of Kennewick, Richland and Pasco, except to the extent acquired through revenue of E911 taxes as set forth below. Benton County, Franklin County and the cities of Kennewick, Pasco and Richland are the only Parties to this Agreement responsible for contributing toward capital expenditures in the budget process.

- E. Ownership Interests – E911 Taxes. Property, equipment, or monies acquired through the receipt of E911 taxes shall be the property of Benton and Franklin Counties based on the percentage of E911 tax funds contributed by each county toward said property, equipment or monies.
- F. Ownership Interests – Bi-County Microwave System and Bi-County 800MHz System. The Benton-Franklin Microwave System and the Benton-Franklin 800MHz System 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. No other member agencies shall have an ownership interest in the Benton-Franklin Microwave System or Benton-Franklin 800MHz System.

6. PUBLIC RECORDS REQUESTS

- A. All communications records generated in connection with incidents/calls for service for which a member/participating agency is contacted or to which a member/participating agency is dispatched are public records of said member/participating agency (e.g., 911 calls/texts, radio traffic, CAD event chronologies, etc.). All records exclusive of communications records prepared, owned, used or retained by BCES are public records of BCES (e.g., contracts, budget, emergency management plans, employee communications, policy manuals, etc.).
- B. The member agencies irrevocably delegate to the Administrative Jurisdiction the responsibility to set retention values for all records prepared, owned, used or retained by BCES, including records owned by the member agencies; provided, however, that in no event shall the retention values established by the Administrative Jurisdiction fall below the retention values set by state law. Participating agencies subscribing to BCES for dispatch services must agree via contract to delegate records retention responsibility to BCES's Administrative Jurisdiction consistent with this subsection.
- C. Requests for communications records sought under the Washington State Public Records Act, Chapter 42.56 RCW, and directed to a member/participating agency will be processed directly by the member/participating agency receiving the request. The member/participating agency is responsible for coordinating with BCES records staff to search for and produce all responsive records in a manner to be determined by the BCES Executive Director. Public records requests for communications records will be processed by the member/participating agency pursuant to that agency's established public records policy; BCES's only role in such instances is to retain records consistent with paragraph 6.B, conduct an adequate search for and produce to the member/participating agency all responsive records located pursuant to search terms provided by the member/participating agency upon request, and retain search documentation describing how responsive records are located. The Parties acknowledge that the member/participating agency processing the public records request has the ultimate authority to release, redact or withhold its own records consistent with the Washington State Public Records Act.

- D. In the event a court of competent jurisdiction determines, after litigation on the merits, that a member/participating agency is liable under the Public Records Act based solely on a finding of inadequate search conducted by BCES records staff, the Administrative Jurisdiction agrees to indemnify the member/participating agency to the extent of penalties and costs awarded solely as a result of the inadequate search for BCES communications records. The Administrative Jurisdiction's obligation to indemnify a member/participating agency under this section shall be conditioned upon the member/participating agency proving that:
1. The member/participating agency responded promptly and diligently to all communication from the requestor indicating that additional records were due; and
 2. The member/participating agency promptly notified BCES staff of the requestor's communication so that additional searches could be performed.

Indemnification is not available in cases where the Court's finding of inadequate search resulted from the member/participating agency's failure to generate adequate search terms.

- E. To the extent legal review is needed to respond to a public records request, said review will be provided by the City Attorney or other legal counsel for the member/participating agency responsible for processing the public records request. When a public records request is for records prepared, owned, used or retained by BCES exclusive of communications records, the City Attorney for the Administrative Jurisdiction will provide the review. The Parties acknowledge that the Administrative Jurisdiction has ultimate authority to release, redact or withhold records consistent with the Washington State Public Records Act when the request is for records exclusive of communications records.

7. DURATION OF AGREEMENT; TERMINATION

This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor in compliance with RCW 39.34.040. Upon the effective date, this Agreement shall replace all prior oral agreements, contracts, interlocals and amendments thereto, including those agreements that have been recorded with the Benton County Auditor, and shall specifically, but without limitation, supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996, the Interlocal Agreement for Benton County Emergency Services Interlocal Cooperation Agreement effective September 1, 2006, Amendment 1 thereto dated May 11, 2009, the 2012 BCES Interlocal Agreement recorded with the Benton County Auditor on January 23, 2012, the Second Amended and Restated Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018, Amendment No. 1 thereto recorded on August 27, 2020, and the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor and Franklin County Auditor on April 4, 2024. The initial term of this Agreement shall be ten (10) years, after which this Agreement shall automatically extend for successive five (5) year terms unless one or more Parties objects to extending the Agreement no later than six (6) months prior to expiration. Objections to extension of this Agreement shall be submitted in writing

to the Executive Board.

8. AMENDMENTS

Amendments to this Agreement shall only be made upon an affirmative vote of all eleven (11) member agencies voting in favor of amendment. This section shall not affect how the Board operates and conducts its business.

9. WITHDRAWALS

Any Party may withdraw from this Agreement upon providing six (6) months' advanced written notice to the Executive Board. A withdrawing Party shall remain liable for obligated payments, and shall be refunded any payments made but not obligated prior to the date of actual withdrawal. Any Party so withdrawing shall be responsible for complying with Washington State law regarding its obligations to provide emergency management and dispatch services. Upon the act of withdrawing from this Agreement, the withdrawing Party shall be deemed to have forfeited and released all ownership interest it may have in any property, equipment or monies it may have or otherwise been eligible to receive under this Agreement.

10. ALLOCATION OF LIABILITY; INDEMNIFICATION

A. Each party shall be solely responsible for its own wrongful or negligent conduct. Each party promises to indemnify and hold harmless and release all other Parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the state of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a Party to exercise any right, defense, or remedy which a Party may have with respect to third parties or the employee(s) whose action or inaction gave rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. SEVERABILITY

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, to the extent possible and practicable, the remaining parts of the Agreement shall remain in effect and be binding upon all Parties hereto.

12. NO SEPARATE LEGAL ENTITY

No separate legal entity is created upon execution of this Interlocal Agreement.

13. GOVERNING LAW; VENUE

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Yakima County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

14. WAIVER

No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

15. NO THIRD-PARTY RIGHTS

Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates identified next to their signatures below.

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

By: Michael Alvarez Date
Chairman, Benton County Commission

By: Rocky Mullen Date
Chairman, Franklin County Commission

By: Jerome Delvin Date
Benton County Commissioner

By: Steve Bauman Date
Franklin County Commissioner

By: William McKay Date
Benton County Commissioner

By: Clint Didier Date
Franklin County Commissioner

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Approved as to Form:

Approved as to Form:

Ryan Brown
Chief Deputy Prosecuting Attorney, Civil

By: Jeff Briggs
Franklin County Chief Civil Deputy
Prosecutor

[Signatures Continue Below]

CITY OF PASCO

By: Adam Lincoln Date
Pasco City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, Pasco City Attorney

CITY OF RICHLAND

By: Jon Amundson, ICMA-CM Date
Richland City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, Richland City Attorney

CITY OF KENNEWICK

By: Erin Erdman Date
Kennewick City Manager

Attest:

Krystal Townsend, City Clerk

Approved as to Form:

Laurencio Sanguino
Kennewick City Attorney

CITY OF WEST RICHLAND

By: Brent Gerry Date
Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz
West Richland City Attorney

[Signatures Continue Below]

CITY OF PROSSER

By: Gary Vegar Date
Mayor

Attest:

Rachel Shaw, City Clerk

Approved as to Form:

Howard Saxton, Prosser City Attorney

CITY OF BENTON CITY

By: Len Burton Date
Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Eric Ferguson, City Attorney for Benton
City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: _____, Commission Chair
BCFPD #1

Date: _____

Attest: _____

By: _____ Commission Chair
BCFPD #2

Date: _____

Attest: _____

By: _____, Commission Chair
BCFPD #4

Date: _____

Attest: _____

Council Agenda Coversheet	Item Number: 4.g. Date: 2/4/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: 2026 Comprehensive Plan Periodic Update with Makers Architecture and Urban Design LLP Department: Community Planning Contract #: 25-002	
<u>Recommendation</u> Staff recommends City Council approve the contract as presented. <u>Motion for Consideration</u> Motion to approve the 2026 comprehensive plan periodic update contract, as presented, with Makers Architecture and Urban Design LLP for an amount not to exceed \$474,408. <u>Summary</u> Under the Growth Management Act, the City of Kennewick is required to conduct a thorough periodic update of the Comprehensive Plan and development regulations that are consistent with and implement the plan every ten years. For Kennewick, this process must be completed by June 2026. To assist City staff with incorporating the various updates adopted at the state level over the past several years, particularly in areas of housing, climate, and critical areas, a consultant will be needed. Funding to complete the periodic update was approved by Council in the 2025/2026 biennial budget. A Request for Proposals for the periodic update was advertised in November 2024. The City received three submittals in response to the solicitation, two of which met the advertised submittal requirements. Of those two submittals, one team did not have clear experience with comprehensive plan updates. The other submittal included a consulting team comprised of BERK Consulting, Parametrix, Transpo Group, and Cascadia Partners, led by MAKERS Architecture and Urban Design LLP. The City has experience working with all included on the team, including BERK who completed the 2015 Periodic Update for the City. Through initial meetings with the consulting team, staff is confident the group led by MAKERS has the experience and capacity to complete the 2026 Periodic Update on time and within the established budget. <u>Alternatives</u> Potential alternatives may include renegotiation of Contract #25-002, or re-advertisement of the Request for Proposals to solicit additional submittals. <u>Fiscal Impact</u> Total project cost will not exceed \$474,408 and was included in the 2025/2026 biennial budget. Of that amount, Community Planning has received a Periodic Update Grant from the Washington Department of Commerce totaling \$175,000 reducing the City's obligation to \$299,408. Additionally, the \$24,470 budgeted for climate planning coordination may be funded through a Commerce Climate Planning Grant, further reducing the City's cost to \$274,938.		
<u>Attachments:</u> 1. Agreement		



CONTRACT BETWEEN CITY AND CONSULTANT
FOR COMPREHENSIVE PLAN REGULATORY REVIEW

THIS CONTRACT, is made between the **City of Kennewick**, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and **MAKERS Architecture and Urban Design, LLP**, 500 Union Street, Suite 700, Seattle, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Contract. In performing these services, the Consultant shall at all times comply with all Federal, State and local statutes, rules, regulations and Ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Contract will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:
 - (i) This Contract No. 25-002 between the City and Consultant.
 - (ii) Exhibit A: Scope of Work dated January 27, 2025
 - (iii) Exhibit B: City Kennewick RFP 24-021
 - (iv) Exhibit C: RFP 24-021 proposal response submitted by MAKERS Architecture and Urban Design, LLP dated December 17, 2024

2) TERM AND TERMINATION

- a) The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Contract by June 30, 2026.
- b) This Contract may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an

amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

- c) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

3) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed four hundred seventy four thousand four hundred eight dollars (\$474,408) to complete the services rendered under this Contract. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least one hundred fifty (150) miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three (3)-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

4) INDEPENDENT CONTRACTOR

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

persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

5) OWNERSHIP OF DOCUMENTS

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

6) GENERAL REQUIREMENTS

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

7) DISPUTE RESOLUTION

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

8) DEBARMENT CERTIFICATION

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

9) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

10) ATTORNEY'S FEES

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

11) INSURANCE

- a) Insurance Terms

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

- b) No Limitation. The Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- c) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

- d) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per accident.

2. Commercial General Liability insurance shall be written with limits no less than two million dollars (\$2,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate.
 3. Professional Liability insurance shall be written with limits no less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) policy aggregate limit.
- e) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
 - g) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.
 - h) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
 - i) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - j) City's Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

12) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Contract is subject to Revised Code of Washington (RCW) 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and

volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

13) STANDARD OF CARE

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

14) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Contract shall be made without written consent of the parties to the Contract.

15) EQUAL OPPORTUNITY CONTRACT

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

16) PARTIAL INVALIDITY

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

17) AMENDMENTS

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

18) CHANGE IN LAW

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

19) CONFIDENTIALITY

- a) In the course of performing under this Contract, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract

terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: (i) not disclose confidential information except as permitted by this Contract; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Contract; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

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

22) EXTRA WORK

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

23) PUBLIC DISCLOSURE

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

Signature Page Follows

This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for MAKERS Architecture and Urban Design, LLP represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON

MAKERS Architecture and Urban Design, LLP

Erin Erdman
City Manager

Bob Bengford

Signature

Date Signed: _____

Date Signed: January 30, 2025

ATTEST:

Bob Bengford, Partner
Printed Name & Title

Krystal Johnston
City Clerk

500 Union Street, Suite 700,
Address

Date Signed: _____

Seattle, WA 98101
City, State Zip

APPROVED AS TO FORM:

Laurencio Sanguino
City Attorney

Date Signed: _____

EXHIBIT A: Kennewick Comprehensive Plan Scope of Work Dated January 27, 2025

Kennewick Comprehensive Plan

Scope of Work

January 27, 2025

Work Tasks

Task 1 – Project Management & Initiation

1.1 PROJECT MANAGEMENT

This budget item provides for project management staff to process invoices, administer contracts, schedule meetings, develop recurring meeting agendas, attend special client meetings, and other administrative tasks.

Assumptions:

- 18 months at 2 hours per month for the partner-in-charge and 4 hours per month for the project manager.

1.2 RECURRING TEAM MEETINGS

MAKERS will coordinate with the City to schedule remote recurring project team meetings to help move tasks forward and address issues.

Assumptions:

- 1-2 meetings month depending on the stage of the planning process.
- Meetings are primarily with MAKERS staff and subconsultants join meetings at key points or as needed in the process.

Deliverables:

- MAKERS will prepare meeting agendas and document project decisions and next steps.

1.3 INTERNAL PROJECT KICKOFF

MAKERS will host a hybrid kickoff meeting with City staff and all consultants to confirm project work program, schedule, roles, and communication protocols. MAKERS and key team members will attend in-person, while some team members will attend remotely to limit travel costs. This could be an all-day event with at least two meetings; one meeting with core planning staff, and a second meeting with senior staff from other departments. A city tour with staff is highly recommended to point out location-specific planning issues and recent development activity.

Prior to the kickoff MAKERS will send the City a list of requests for all relevant background information necessary for the project, including adopted plans, GIS data and maps, and other relevant documents. During this session we will identify the major issues, high priority plan updates, project objectives, and potential GMA- and SEPA-related issues. We will discuss :

- Outreach goals, key stakeholders, and a framework for community engagement.
- A master project schedule and plan for ongoing coordination will be established to ensure the plan update process complies with City needs, local procedures, and state requirements .
- Clarify roles and responsibilities of team members (including City staff)

- Identify communication protocols
- Discuss project risks and mitigation of those risks

Assumptions:

- Up to two MAKERS staff and one BERK staff attend in-person, and other consultants participating attend the internal kickoff remotely
- MAKERS will provide a presentation
- City staff are responsible for inviting all participants from the City
- If a tour is done, City staff are responsible for planning the tour route and securing transportation

Deliverables:

- Updated project schedule
- Meeting notes
- Meeting presentation(s)

1.4 PUBLIC PROJECT KICKOFF

This will be a kickoff meeting with either Planning Commission or City Council (or preferably both) to introduce the team and ask public officials what elements of the comprehensive plan update are most important to them. This could include particular goals/policies or aspects of the City's engagement process. This could also include a preview or test of early engagement materials, such as visioning survey questions.

An additional kickoff meeting could occur with an advisory group, described below in Task 2.

Assumptions:

- City staff will schedule the kickoff
- MAKERS will provide a presentation
- If not combined with Task 1.3 above, MAKERS will seek to have one staff member attend in-person

Deliverables:

- Meeting notes
- Meeting presentation

Task 2 – Visioning and Engagement

Our approach relies on balancing engagement techniques that include 1) broad, population-wide opportunities to raise awareness and gauge general preferences, and 2) targeted “deep” engagement with stakeholders that have special knowledge and/or represent diverse, traditionally underserved, or influential constituencies.

2.1 PUBLIC PARTICIPATION STRATEGY

MAKERS will collaborate with Staff and team members to develop a public participation strategy (PPS) that highlights a coordinated plan for conducting meaningful engagement that is both broad and targeted. The PPS will identify the tools, techniques, resources, partners (community liaisons, community organizations, informal networks, etc.), translation expectations, and anticipated timing of major events. The PPS will be a living document and the schedule, strategy, and tools will evolve to fit the plan's context and City objectives. Suggested components and activities of our public involvement plan are detailed below.

- Interviews with key stakeholders.
- Project website and interactive online engagement tools.
- Surveys.
- Planning Commission/advisory group meetings.
- Project newsletter.
- Road show.
- Major public meetings and workshops.

Assumptions:

- The exact content of the PPS will be discussed during the kickoff meetings and discuss with staff during draft development
- The housing- and climate-specific engagement activities (see subtasks 2.4 and 6.1 below) will be incorporated into the PPS
- The City will maintain a project-specific email list
- The City will maintain a project-specific webpage, with content provided by the consultant team

Deliverables:

- Initial Public Participation Strategy, and up to two updated versions created during the planning process

2.2 VISIONING AND ENGAGEMENT ACTIVITIES

This subtask implements the strategies and activities of subtask 2.1 above. The precise scope of early visioning and engagement activities will be determined in the PPS and can be adjusted throughout the project at the direction of City staff and based on what the team learns during early engagement. Some major proposed engagement activities are described separately as subtasks such as 2.3, 4.3, and 9.2.

Assumptions:

- Majority of visioning and engagement activities under this task will occur remotely, with up to one in-person trip by three MAKERS staff and up to two BERK staff
- City staff will provide templates and/or branding guidelines for digital and printed material
- City staff will provide a list of candidates for any stakeholder interviews and assist with scheduling, where appropriate
- City staff will schedule venues and conduct public noticing for in-person activities, where needed

Deliverables:

- Various printed and digital engagement materials provided for City use online or at additional staff-led activities

2.3 VISIONING AND CONCEPTS SURVEY

We suggest at least one survey that asks Kennewick residents their “Loves”, “Concerns”, and long-term “Hopes” (5-20 years) for the city. We’ll likely add other strategic questions on topical issues, such as economic diversification, housing, and transportation needs.

Assumptions:

- MAKERS will lead the development of survey questions and the consultant team and City staff will provide a maximum of two rounds of comments
- The majority of survey questions will collective quantitative data
- MAKERS will manage any gift card raffle

- The survey will primarily be hosted online on a MAKERS-owned platform, unless the City has a different platform or preference for online distribution
- Notice of the survey will be physically distributed in a City newsletter or utility bills, as timing and format allows, along with the City's regular online engagement noticing

Deliverables:

- Final survey design
- Summary presentation of survey results

2.4 HOUSING FOCUSED ENGAGEMENT.

BERK will conduct housing specific community engagement in coordination with the broader public participation strategy and activities (subtasks 2.1 and 2.2). Objectives specific to the Housing Action Plan (see subtask 5.3) may include: (1) talk to local developers and housing advocates in Kennewick to ensure new development regulations facilitate residential development for all housing typologies, (2) ensure implementation strategies are actionable and feasible within Kennewick, and (3) inform the public on how residential neighborhoods might change in the city. Once we refine the objectives with staff, we will define appropriate housing engagement activities that are respectful of people's time, are well-tailored to the project's needs, and fit within the consultant team and City's overall engagement capacity. Our budget anticipates this will include:

- **Housing stakeholder interviews (up to 8).** BERK will work with City staff to identify and interview priority organizations, community groups, or individuals that offer a unique or critical viewpoint on housing needs and opportunities in Kennewick. We anticipate conducting up to 8 telephone or video interviews with local and regional community-based organizations and housing and service providers to better understand housing challenges and help identify existing barriers to providing housing affordable to all income levels in Kennewick. We will report back to those interviewed with a summary of what was learned and establish a framework for Kennewick in providing affordable housing and diverse housing typologies. The framework will inform questions for further engagement around housing affordability and quality of life unique to Kennewick. The consultant team will provide a small stipend to participants or the organization/group they are representing in recognition of their assistance and input.
- **"Share Your Housing Story."** We will invite community members to "share their housing story" to deepen the team's understanding of people's lived experience with housing in Kennewick. We suggest posing an open-ended question where people can share what is important to them along with some requested details about their story (e.g., How did you wind up in or near Kennewick and how long have you been here? Are you renting a studio, commuting into town, looking to downsize, or worried about finding your next apartment?). The "share your housing story" prompt could be included as part of a broader survey, posted online for people to respond to via email, or shared in person at other events (such as providing space for people to write down their story at road show community presentations).
- **Housing work group (up to 3 meetings).** There are key project milestones that would benefit from an in-depth and broad discussion of draft housing analyses with a consistent group of individuals across the arc of the project. The objective of these focus group conversations is to understand pull factors and barriers residents face in finding housing that meets their needs, to review preliminary results of the inventory, displacement, and RDI analysis, and to help inform policy revisions and implementation strategies to achieve the City's overall housing goals. We anticipate the work group will be comprised of approximately 10-12 residents, developers, and representatives from local advocacy groups or impacted communities who will participate across all three meetings. Meetings will be virtual and materials will be sent to participants in advance as needed to allow for thoughtful review and informed discussion. The consultant team will provide a small stipend to participants or the organization in recognition of their assistance and input.

Deliverables:

- Various printed and digital engagement materials provided for the above-noted activities

Task 3 – Background Review & Analysis

Simultaneous with Task 2, the team will begin work on the following tasks.

3.1 PLAN AUDIT

The team will review the plan and all of its elements. We will examine the plan with both a big picture lens (overall appearance, usability, organization) and a detailed lens (zooming in to the goals and policies). The audit will specifically evaluate:

- Preliminary document format and organization observations and considerations
- Information and data that is out of date or incorrect, and information available or needed to address it
- Opportunities for text revisions to clarify meaning or use of maps and graphics to convey information more efficiently
- Potential for new and revised goals and policies, those that can be deleted or consolidated based on the City's updated context, and updates to enhance the plan's usability and implementation
- Key policies that warrant clarification, greater detail, or reduced level of detail

Assumptions:

- The audit will focus on goals and policies, new GMA requirements, and cross-reference to Commerce checklists
- City staff will provide any related audit or comment materials, staff reports, or recent comprehensive plan amendments that can help inform the audit
- The format of the audit will be determined in discussion with City staff

Deliverables:

- Plan audit

3.2 CODE AUDIT

MAKERS will conduct a code audit examining the following components:

- Document what and how land use and housing policies are implemented in code and point out considerations to make the plan and code consistent.
- Consistency with recent state law and pointing out considerations to make the code compliant.
- Overarching code organization and usability observations and considerations for future improvements (recognizing that some or all may not be feasible under this contract).
- High priority code challenges/considerations. This could be a range of items including adjustments that might allow more market rate housing development or changes to commercial use provisions more in-line with best-practices.

Assumptions:

- The audit will focus on Title 18 zoning standards and design standards
- The audit will not focus on environmental topics, including critical areas, flood damage prevention, shoreline management, and clearing and grading
- City staff will provide any other audit notes or staff reports developed internally which could help focus MAKERS' audit work

Deliverables:

- This will either be a consolidated memo, or could be multiple memos including the components noted above.

3.3 EXISTING CONDITIONS ANALYSIS AND DOCUMENTATION

Team members will collect and review data necessary for the plan update process, including City plans, studies, and tabular and spatial data. The team will also collect data from outside sources where necessary to include the most up-to-date information in the Comprehensive Plan. Key aspects to review:

- Commerce checklists
- Population projections from the Office of Financial Management and housing and job growth allocations from the county
- Land Use element and zoning maps, including the urban growth areas
- Development plan for utilities including sewer, water, and stormwater
- Updating the Capital Facilities Plan
- Integrating the regional climate planning work throughout the plan

Assumptions:

- Key findings will be shared with City staff and/or Planning Commission, as appropriate
- This work will continue into the plan drafting process

Deliverables:

- Updated background information and/or appendices for each element
- Topic-specific memos, as needed

3.4 LAND CAPACITY AND URBAN GROWTH AREA ANALYSIS

BERK will lead this analysis to assess Kennewick's 20-year capacity for growth in housing and population (including housing serving different income levels) and growth in jobs. The methodology and assumptions will be closely coordinated with City staff, including considerations of infrastructure limitations, real estate market factors, and residential and commercial density assumptions under current zoning. The analysis will follow the latest guidance from the Department of Commerce, including how to consider middle housing and accessory dwelling units.

Assumptions:

- The analysis will assess both the current city limits and also the unincorporated urban growth area, and whether the urban growth area needs to expand to support housing, jobs, or both.
- This task is budgeted for an initial analysis and one repeat analysis to assess any possible zoning or boundary changes.

Deliverables:

- Land capacity analysis methodology memo
- Land capacity analysis draft and final reports

Task 4 - Prepare Comprehensive Plan Draft

The team will draft updates to the Comprehensive Plan elements and meet with City staff to brainstorm key refinements to existing goals and policies. .

Once the first draft has been completed and published, the team will conduct a workshop to present and evaluate the plan's goals and policies (subtask 4.3). Coordination with the Planning Commission/advisory group in this process will also be essential to share thoughts and provide direction.

4.1 PLAN CONCEPTS

Based on public feedback and the existing conditions work, the consultant team will prepare concepts for updating the Comprehensive Plan vision statement and the major themes and opportunities in each element topic area. This could be incorporated into the introduction of the plan.

Assumptions:

- The Comprehensive Plan format and organization will not be significantly updated and the original editing file is available for use by the consultant team

Deliverables:

- Plan concepts presentation(s) and other supporting materials, as needed

4.2 PLAN DRAFTING

Land use element. MAKERS will draft clear, concise goals and policies to reflect Kennewick's desired future. The element will be updated with current land use conditions as well as population, employment, and the results of the land use capacity and urban growth area analysis. Strategic updates to the future land use map and urban growth areas may be a component of this update — perhaps including updated designations and boundaries in coordination with City staff and the county. Another component will be the close examination of the land use categories, which summarize the purpose, principal uses and densities, and implementing zoning for each designation. The updated goals and policies should also integrate community design preferences as well as zone-specific preferences.

Deliverables:

- Updated land use element draft, including Future Land Use map and other maps as needed

Capital facilities element. BERK will provide an updated capital facilities inventory and analysis. This will include facilitating meetings with the City to focus on (1) needs and issues, (2) vision and meeting growth needs, and (3) reviewing the draft plan. The updated element will provide cohesion with utility system plans, transportation plans, and other planning documents. This will enable the creation of an updated capital improvement projects list.

Deliverables:

- Updated capital facilities element draft

Utilities element. Parametrix will lead this element in coordination with BERK.

Deliverables:

- Updated water, sewer, and stormwater utilities sections in the utilities element draft

Transportation element. Transpo will work with team members to update the Transportation element, developed concurrently and in support of the Land Use element. Transpo will perform an audit of the goals and policies as it relates to transportation, to confirm what is needed to address the

latest Washington State regulations and guidance on GMA (see Task 3). Discussion of transportation priorities will be integrated into the community engagement program.

One key update to the transportation element is the introduction of the Multimodal Level of Service to address the walk, bike, and transit network system within the City leveraging past city efforts with active transportation connectivity and complete streets. Transpo will coordinate with team members to help make the Transportation element align with the other Comprehensive Plan elements and in the overall update of the Transportation element documentation.

Deliverables:

- Updated transportation element

Economic Development element. Although this is not a mandatory element due to lack of specific state funding, the existing Kennewick plan has this element and we encourage it to be updated consistent with the rest of the Comprehensive Plan. BERK will prepare a citywide market analysis and forecast to guide conversations about jobs, housing, and land use conditions across the city. Our assessment of existing conditions will also draw on the workforce characteristics compiled as part of the Housing Technical Appendix community profile (subtask 5.1). The updated element will emphasize resilience and flexibility, as our economy changes more rapidly than ever before. A long-range plan must balance certainty with adaptability so that it stays relevant now and in the years to come. BERK will address current and emerging economic issues such as the ongoing evolution of online retail, work from home, and post-COVID changes to the business sector. Engagement of the development and business community will also ensure that recommendations are grounded in market and economic reality.

Assumptions:

- The drafts will be discussed over several meetings with City staff and have up to two rounds of revisions from consolidated City comments
- One package of draft material will be published for public comment, including the draft deliverables from Tasks 5 and 6 below

Deliverables:

- Updated Economic Development Element
- Updated Water, Sewer, and Stormwater Utilities sections in the Utilities Element

4.3 DRAFT PLAN PUBLIC WORKSHOP

Once the first draft has been completed and published, the team will conduct a workshop to present and evaluate the plan's goals and policies. A combination presentation/open house format usually works best at this juncture. The presentation allows the team to provide an overview of key features, goals, and policies – and to point out special provisions that warrant close review. The open house allows for casual drop-ins as well as more detailed discussions with community members on topics they are most interested in. To replicate the workshop, an additional survey could be made available that provides a remote input opportunity.

Assumptions:

- Up to two MAKERS staff will attend in-person
- City staff will conduct appropriate public noticing

Deliverables:

- Workshop public notice material support, as needed
- Workshop digital and physical materials, including presentation, posters, handouts, etc.

Task 5 – Housing Element and Housing Action Plan

The Housing Element is described as a separate task because of the complexity of meeting new GMA requirements and Commerce guidance for housing elements.

5.1 HOUSING NEEDS ASSESSMENT, RACIALLY DISPARATE IMPACTS ASSESSMENT, & OTHER ANALYSES

BERK will lead this technical work necessary for GMA compliance, informing updates to housing goals and policies and potential zoning changes, and in support of the Housing Action Plan. Related to the land capacity analysis, the team will review the capacity for different types of housing in Kennewick and how they relate to the community's needs. We will prepare a Housing Technical Appendix that consists of the following:

- **A detailed inventory** including a community profile (existing population, household, and workforce characteristics) and an inventory of current housing units, residential construction production trends, and affordability. The inventory will draw on previous studies as appropriate and will include a review of government-assisted housing; manufactured housing; multifamily housing (including middle housing like duplexes, triplexes, and townhomes); group homes; foster care facilities; and permanent supportive and emergency housing.
- **An analysis of displacement, displacement risk, exclusion, and racially disparate impacts (RDI)** consistent with HB 1220 requirements and Commerce guidance. The analysis will:
 - Consider housing and household characteristics by racial and ethnicity groups.
 - Review indicators of displacement or exclusions in Kennewick.
 - Evaluate relative risks of displacement within the city using Commerce's draft Displacement Risk Map.
 - Review goals and policies in the current Housing Element for their capacity to support diversity, equity, inclusion, and anti-displacement and undo any identified racially disparate impacts. The current goal and policies will also be reviewed for their capacity to address identified housing needs in the gap analysis below.
 - Consider results of early engagement to better understand contributing factors to racially disparate impacts, displacement, exclusions in housing, and future displacement risk. We will also review preliminary results of the displacement and RDI analysis with the community as part of the housing specific focus groups in subtask 2.4.
- **A gap analysis** that considers current and future housing needs and compares adopted targets to existing capacity. This section will summarize the land capacity methodology and results of the initial land capacity analysis in subtask 3.3 and consider gaps between the capacity results and regional housing allocation. If there are gaps between the identified housing needs or allocation and capacity, BERK will work with City staff and MAKERS to identify appropriate actions (such as rezones and code revisions) needed to address those gaps (see adequate provisions and subtask 3.2). The gap analysis will also review existing goals and policies in the Housing Element and other relevant City plans related to housing to identify possible policy alternatives for addressing different housing product needs where there is a gap between the inventory and demand.

- **A review of existing barriers** to housing at all affordability levels based on prior production trends and the Commerce barrier checklists. This section will identify specific issues in current policy and regulation that may be affecting development yields or development potential. BERK will work with City staff to fill out the Commerce barrier checklists and will supplement information in the checklists with feedback heard during the interviews and focus groups with local stakeholders/developers (subtask 2.4) and other early engagement efforts in Task 2.
- **Identification of adequate provisions** and appropriate programs and actions needed to meet housing needs and overcome identified barriers, considering employment locations, ways to provide for middle housing, and the role of accessory dwelling units consistent. BERK will work with City staff to ensure programs and actions are aligned with legislative priorities. Recommendation in the Housing Action Plan (subtask 5.2 below) will consider the adequate provisions analysis.
- **The Housing Technical Appendix** will inform both development of the Housing Action Plan and the revised Housing Element (see subtasks 5.2 and 5.3 below, respectively). We will review results of the displacement/RDI analysis and gap analysis as well as preliminary barriers with the Housing Work Group as part of subtask 2.4.

Deliverables:

- Inventory and community profile
- RDI analysis
- Gap analysis
- Review of existing barriers
- Identification of adequate provisions
- Housing technical appendix

TASK 5.2 HOUSING ACTION PLAN

BERK, with support from MAKERS, will develop a Housing Action Plan (HAP) that builds off of the Housing Technical Appendix and housing focused engagement in subtasks 5.1 and 2.4, respectively. The HAP will include recommended policy updates, regulatory updates, incentives, and actions as well as strategies for implementing each recommendation to ensure future residential development in Kennewick supports the community's overall housing goals. Recommendations will be cross-referenced to existing content in other documents and plans that may be amended as part of this process and will include references to other sections of the report that substantiate the recommendations. The final HAP will identify and substantiate a comprehensive set of recommendations the City can use to advance its housing goals (some of which may be addressed as part of the Periodic Update process).

We anticipate HAP recommendations will be closely aligned with identified adequate provisions from the Housing Technical Appendix (subtask 5.1) but may include additional options to meet community housing goals that go beyond those required by GMA. In addition, the HAP will include more detailed implementation strategies that outline how recommendations can be carried out by the City. These strategies will include a description of major actions to be taken, as well as responsible parties and partners, expected timing, and resource requirements for carrying out the strategy. The final HAP will also include a proposed schedule for implementation which may be adjusted as needed by the City.

The draft HAP will be reviewed internally by City staff and major elements (including draft recommendations and implementing strategies) will be discussed with the Housing Work Group as part of subtask 2.4. BERK will also lead up to three (3) virtual presentations to Planning Commission and/or City Council with support from MAKERS and City staff. We anticipate these presentations will occur once the Draft HAP is complete (to review draft recommendations) and after the draft has been revised to discuss any remaining edits and adoption.

Deliverables:

- Draft and final housing action plan

TASK 5.3 DRAFT HOUSING ELEMENT

MAKERS will lead the development of the updating housing element goals and policies, with support from BERK. The team will draft goals and policies to reflect local housing needs and address the region's growing demand for affordable housing. Key topics we anticipate are housing supply and variety (including middle housing), housing affordability, special needs housing, regional collaboration, monitoring, and anti-displacement strategies. We will review draft housing related goal and policy revisions with the Housing Work Group as part of subtask 2.4.

Deliverables:

- Draft housing element

Task 6 – Climate Planning Coordination

Cascadia is well-suited to lead this task because they are working on the regional Tri-Cities climate planning effort. Cascadia will be a liaison to that work to help Kennewick tailor its climate element to local conditions, community priorities, and decision-maker preferences.

TASK 6.1 CLIMATE ENGAGEMENT

This subtask will provide an opportunity to engage on climate planning intentionally and comprehensively with the Kennewick community. Objectives of engagement can include collecting additional data regarding local climate vulnerability and risks, vetting specific climate strategies and policies, and/or supporting the City's implementation planning. Potential engagement activities can include:

- Lead or support city-specific climate-related public engagement focused on underserved and/or at-risk groups.
- Could include focus groups, interviews, in-person or virtual public meetings, and/or presentations at existing meetings.

Assumptions:

- The scope of this task will be further refined in the PPS (subtask 2.1)
- City staff will help identify climate-specific stakeholders and constituents

Deliverables:

- Engagement digital and physical materials, as appropriate
- Engagement meeting notes, as appropriate

TASK 6.2 REGIONAL CLIMATE PLANNING COORDINATION

Cascadia will provide coordination services between the City of Kennewick and the regional climate planning effort organized by the Benton-Franklin Council of Governments. This will ensure continuity across consultant teams.

Assumptions:

- Up to one meeting per month organized by Cascadia between the City of Kennewick, BFCOG, and other consultant team members as appropriate
- Cascadia will prepare meeting agendas

Deliverables:

- Coordination meeting notes

TASK 6.3 CLIMATE ELEMENT DRAFTING & REVIEW

Cascadia will build on the regional climate element to provide more locally-specific policies and implementation details. This will also support continuity across the Comprehensive Plan and integrate climate element policies with multiple elements (transportation, land use, etc.).

Assumptions:

- The regional climate element will be relied upon to the maximum extent possible or desirable, as determined in discussions with City staff and based on local circumstances the consultant team finds is unique to Kennewick

Deliverables:

- Draft and final Climate and Resiliency element tailored for Kennewick

Task 7 – Critical Areas Ordinance

Parametrix will lead this task.

7.1 BEST AVAILABLE SCIENCE REVIEW & MAPPING

The objective of this subtask is to document Best Available Science (BAS) used in the City's update of critical areas regulations. BAS is defined in WAC 365-195-900 to 925 and based on peer-reviewed literature, standard methods, logical conclusions and quantitative analysis, and reliable references.

This task includes the following:

- Completion of the Department of Commerce Critical Areas checklist and WDFW riparian management zone checklist
- Review of literature and publicly available document of relevant BAS
- Documentation of BAS findings in a short Memorandum
- Update the City's critical areas maps: wetlands, critical aquifer recharge areas (CARAs), frequently flooded areas, geologically hazardous areas, fish and wildlife habitat conservation areas

Assumptions:

- Six (virtual) 1 hour meetings with City staff, with up to three Parametrix staff.
- We will rely on easily accessible, publicly available literature and documents. Given the abundance of literature available, this study will not be exhaustive. The memo will be a maximum of 4 pages of text, plus references.
- The City will provide their GIS layers for wetlands, CARAs, frequently flooded areas, geologically hazardous areas, fish and wildlife habitat conservation areas.
- There will be up to 3 rounds of review of critical areas maps.
- Map updates to CARAs, frequently flooded areas, and geologically hazardous areas will be based on publicly available GIS maps and other information provided by the City; no fieldwork will be conducted for these types of critical areas.
- A high-level windshield survey will be conducted over two days, by two biologists to verify potential shrub-steppe, streams, and wetlands. No delineations or other samples will be taken. Survey will occur from publicly accessible rights of way.

Deliverables:

- Draft and Final Department of Commerce Critical Areas checklist and WDFW riparian management zone checklist
- Draft and Final BAS Review Memorandum
- Updated GIS files of critical areas maps and figures for Comprehensive Plan

7.2 CRITICAL AREAS CODE UPDATE

The objective of this subtask is to update Kennewick Code Chapter 18.58-18.66 to incorporate BAS and comply with the Growth Management Act. This task assumes

Assumptions:

- Up to eight virtual meetings with City staff or other agencies to discuss code changes, with up to three Parametrix staff.
- Preparation for and attendance at two planning commission and two City council meetings (virtually).
- Changes to other parts of City codes that are not within Chapter 18.58-18.66 will be the responsibility of the City.
- Additional support in the event of an appeal will require an amendment to the scope of work.

Deliverables:

- This task includes two draft and one final version of critical areas code.

Task 8 – Prepare SEPA Documentation

BERK will lead the effort in preparing necessary SEPA analysis and documentation for adoption of the updated plan. The RFP proposes a SEPA checklist. The best approach to this SEPA documentation task will be discussed with staff during contract negotiation. BERK is the region's leader in environmental analysis for a wide variety of communities.

8.1 SEPA CHECKLIST

Given the nature of the City, this plan update, and available budget resources, this scope concurs with the City on anticipating the standard SEPA checklist.

Assumptions:

- City staff will provide samples of other related SEPA checklists

Deliverables:

- Draft SEPA checklist

8.2 COMMENT RESPONSES

City staff will provide one round of consolidated comments and BERK will respond and incorporate updates into a final SEPA checklist.

Deliverables:

- Final SEPA checklist

Task 9 – Refinements and Adoption Support

9.1 PREPARE SECOND DRAFT PLAN.

This subtask will incorporate feedback from the public and the advisory group into a full second draft plan.

Deliverables:

- Second draft plan with all elements

9.2 PC/CC ADOPTION MEETINGS (UP TO FOUR)

Consultant team guidance at the adoption phase can be critical in clarifying concepts, answering technical questions, and aiding in the necessary refinement of key goals, policies and concepts. This is helpful to ensure internal consistency, to point out implications of various options, provide information on engagement findings, and to ensure that policy language successfully bridges the delicate gap of enough specificity to be useful but avoiding interpretation as a regulation.

The MAKERS team has a strong track record in supporting the adoption process with engaging presentations (which often emphasize the importance of responding to public comments made on the draft) and providing in-depth technical memos on key plan components that are useful to decision-making.

Assumptions:

- The budget assumes the consultant team will be available to attend up to four Planning Commission and/or City Council meetings during the adoption process (one in-person and three remote), and may be available for remote support of other meetings that are led by staff.

Deliverables:

- Presentation materials, as needed

Budget

Task	MAKER S	BERK	PMX	CCG	TG	Total
1. Project Management & Initiation	\$43,660	\$10,300	\$4,242	\$3,320	\$5,400	\$66,922
2. Visioning and Engagement	\$24,330	\$29,410	\$574	\$1,900	\$2,240	\$66,694
3. Background Review and Analysis	\$14,250	\$21,690	\$5,740	\$0	\$15,480	\$71,520
4. Prepare Comprehensive Plan Draft	\$26,250	\$29,880	\$9,758	\$0	\$17,200	\$83,088
5. Housing Element and Housing Action Plan	\$7,960	\$23,100	\$0	\$0	\$0	\$52,960
6. Climate Planning Coordination	\$3,830	\$0	\$0	\$20,640	\$0	\$24,470
7. Critical Areas Ordinance	\$700	\$0	\$40,664	\$0	\$0	\$41,364
8. Prepare SEPA Documentation	\$700	\$6,280	\$574	\$260	\$520	\$8,334
9. Refinements and Adoption Support	\$16,400	\$7,020	\$2,296	\$0	\$9,840	\$35,556
Subtotal	\$162,570	\$145,750	\$63,848	\$26,940	\$51,800	\$450,908
<i>Expenses</i>						
<i>Travel</i>						\$16,000
<i>Engagement expenses and materials</i>						\$7,500
Total Project Cost						\$474,408

EXHIBIT B: City of Kennewick Request for Proposals



**City of Kennewick
Request for Proposals (RFP) 24-021
2026 Comprehensive Plan Periodic Update**

The City of Kennewick, a municipal corporation of the State of Washington, seeks proposals from qualified firms or individuals to perform the update of the City's Comprehensive Plan as required by RCW 36.70A.130(5)(c) and completing updates to the City's Critical Areas regulations. Additionally, the selected consultant will be expected to collaborate with Cascadia Group, who is performing work from a regional standpoint on behalf of the jurisdictions of the Tri-Cities, to assist in updating elements of the comprehensive plan to achieve compliance with greenhouse gas reduction and climate resiliency pursuant to Engrossed Second Substitute House Bill 1181: Climate Change - Planning.

The City's deadline for completing the periodic update is June 30, 2026; the City's goal is to complete the update by March 31, 2026.

I. City Contact

Proposer's submittal in response to this Request for Proposals (RFP) must be directed to the following City designee:

Jon Correio
Procurement & Contract Specialist
Email: jon.correio@ci.kennewick.wa.us
Phone: 509-585-4308

II. Response Deadline: Tuesday, December 17, 2024 by 4:30 pm Pacific Time

Submittals including all requested information must be received by the City no later than the Response Deadline. Submittals received after that date and time will be rejected without review. Submittals that arrive on time, but are incomplete, will be rejected at the City's discretion.

III. Method of Submittal

Submittals must be made electronically in pdf format and transmitted by email to the City Contact. The email must have "RFP 24-021 FOR 2026 COMPREHENSIVE PLAN PERIODIC UPDATE" in the subject line. Automatic read/received confirmations are recommended but not required. It is Proposer's responsibility to confirm the City's receipt. The submittal must be no larger than 10MB.

IV. Questions, Further Information, City Reservation of Rights

Questions about this RFP can be directed to the following City Contact:

Anthony Muai

Community Planning Director

anthony.muai@ci.kennewick.wa.us

509-585-4386

All questions should be submitted four (4) days prior to deadline for submittal. The City may not answer, at its sole discretion, questions submitted later. Proposers are advised to monitor the City's website, <https://www.go2kennewick.com/300/Bid-Opportunities> for further information, including possible amendments to this RFP. The City of Kennewick in its sole discretion reserves the right to terminate this RFP process, elect not to award a contract, enter into an agreement with a firm that did not respond to the RFP, or modify the terms of this RFP at any time. The City reserves the right to ask for clarification of a proposal. The also City reserves the right to accept or reject any or all proposals, waive all minor technicalities and informalities, and accept the proposal or proposals determined to be most advantageous to the City. In no event will the City or any of its officers, officials, or employees be liable for or otherwise obligated to reimburse Proposer for any costs incurred in preparation of a submittal. By responding to this RFP, Proposer is certifying that they have read, understand, and agree that Proposer is able to competently perform work in accordance with the scope. All submittals received become the property of the City of Kennewick. All City records may be subject to public disclosure unless they fall under a recognized exemption.

V. Submittal Requirements (30 page maximum)

Submissions of proposal should include, but not necessarily be limited to, the following:

- Description of overall project approach;
- A brief narrative describing your firm and/or team;
- Background and qualifications of specific staff likely to work on this project;
- Descriptions of relevant experience, including examples of similar work and related outcomes;
- Identify the individual in charge of contractual arrangements or managing contracts (i.e. project manager);
- Proposed fees and charges for the scope of work described above including hourly billing rates;
- Methodology (including citizen participation program);
- A proposed schedule for project completion, with significant milestones;
- List of at least four references with contact information.

VI. Kennewick Background

The City of Kennewick's 2023 OFM population estimate was 86,470. Kennewick has experienced steady residential and commercial growth over the past several years. Kennewick's population in 2000 was 54,571; in 2010 the population had grown to 73,917, and by 2020 the population was 83,921. The City averaged approximately 2400 building permits issued in the last biennium, accounting for nearly \$4 million in revenue. Kennewick is the largest city in the region and includes the only regional shopping mall

that attracts visitors from the larger area that includes portions of northeast Oregon.

The City has 3 main growth centers: Southridge is an area that has seen extensive residential growth over the last 10 years. The City anticipates continued growth (residential and commercial) in the Southridge area.

The second growth center is in the Vista Field/Convention Center area. The Port of Kennewick (POK) recently closed Vista Field which has resulted in over 100 acres of vacant land in the middle of the City becoming available for development. The POK engaged a national planning firm (DPZ) to develop a master plan for the redevelopment of the Vista Field property, which was adopted in 2017. Since that time infrastructure has been constructed and new development will be breaking ground soon.

The third growth area in the City is Columbia Drive. In 2009, the City had a sub-area plan prepared for an area referred to as the Bridge-to-Bridge/River-to-Railroad subarea. This is an older area of the City that has experienced some redevelopment and is adjacent to Kennewick's historic downtown. The City has partnered with the POK on redevelopment in this area, including a wine village developed on Columbia Drive near Clover Island, however further potential exists for continued redevelopment.

Over the past few years, the Washington Legislature has passed several bills that must be addressed with this periodic update, including housing and climate change. The City has received grant funding and work is underway in both Missing Middle Housing and climate planning. The Consultant will be responsible for integrating these elements into the larger periodic update, among other required updates.

VII. Services Requested

The City seeks a qualified consulting firm to assist city staff in performing the required 10 year update of the City's comprehensive plan. The major work areas for this update include:

- A. Citizen participation** – This update must meet the public participation requirements of the Growth Management Act. The City's intent is to implement an extensive public involvement process that encourages and provides for the widest possible public participation by the community and other interested parties;
- B. Review and Update of the Comprehensive Plan** – a review and update of the existing comprehensive plan. Focus areas include land use, transportation, capital facilities, urban growth area (UGA) expansion, housing, and climate;
- C. Review and Update of the City's Critical Areas regulations;**
- D. Environmental Review.**

VIII. Scope of Work

The project consists of furnishing all personnel, materials, supervision and travel to generally undertake and complete the following tasks:

- A. Public Participation.** The City of Kennewick emphasizes public participation at every level. Moreover, the Washington State Growth Management Act (GMA) requires "early and

continuous” public participation in the local planning process. Within the project boundaries there are several groups to be included in the planning process. The selected consultant or team will propose and execute a comprehensive public participation strategy that emphasizes robust participation and targets underserved and/or at-risk groups. Describe the participation techniques to be used during the project as well as the timing of these events in the overall planning process.

- B. Review and Update the City’s Comprehensive Plan.** Review and update the City’s Comprehensive Plan maps and text. (The consultant team will be expected to use the Department of Commerce periodic update checklists to illustrate how Kennewick’s existing Comprehensive Plan compares against the latest requirements of GMA.)

The selected consultant or team will undertake the primary responsibility for editing and writing a concise, and cohesive comprehensive plan document. This will include editing existing text or drafting new clear, concise text and policies supported by information gleaned from but not limited to: plans and studies, data analysis, public input, benchmarking, existing records, and best practices. A concise, user-friendly plan that minimizes text and emphasizes graphics will be preferred. The consultant will be expected to reflect the past changes and future trends and desired outcomes of the community, ensure internal consistency with other adopted plans and external consistency with Countywide and Regional goals and eliminate unnecessary redundancies. In addition to the latest GMA requirements or guidelines, it is important to mention that an update to Critical Areas regulations and maps with the best available science is needed to support the new CP.

City Council’s guiding priorities looking forward include quality of life, expanding on housing options, diversification of the economy, enhanced economic development and business recruitment. Developing near and long-term strategies to place the City in the best position to accomplish these goals is a critical component of this update. Based on the outcomes of the project, propose necessary amendments to the City Comprehensive Plan goals, policies, text, maps, etc. This process must also be coordinated with Benton County’s update effort.

- C. Review and Update the City’s Critical Areas Ordinance.** The selected consultant or team will undertake the primary responsibility for updating the City’s critical areas regulations, maps and best available science. The consultant team will be expected to use the Department of Commerce critical areas update checklists to illustrate how the City’s existing critical areas regulations compare to the latest requirements.
- D. Environmental Review.** Preparation of SEPA checklist that summarizes the impacts of the Comprehensive Plan and update to the critical areas regulations. Consultant will be expected to advise the City on minimal steps needed to meet environmental requirements.

IX. Desired Qualifications of Consultant Firm:

- Experience in working with citizens, boards, commissions, council, special interest groups and volunteer organizations.
- Expertise in visioning or similar public involvement programs and consensus building among diverse interest groups.
- Knowledge and experience in the preparation of comprehensive plans, including land use,

- urban design, transportation, economic development and capital facilities elements.
- Knowledge and experience in preparing plan implementation strategies including permitting/ regulatory requirements and standards, design guidelines and phasing of proposed public improvements/capital facilities.
- Expertise in market analysis and funding mechanisms to propose appropriate uses and strategies.
- Knowledge and experience in the preparation of environmental documents, planned actions and other permitting activities from the State and Federal agencies.
- Proven track record of customer service and responsiveness to clients in a high contact setting.
- Experience in analyzing and putting necessary goals and policies in place to expand urban growth areas.

X. Evaluation & Selection

Proposals will be evaluated on the basis of both the consultant(s) and individual team member's experience and expertise on similar projects, as well as upon the team/firm's capacity (personnel and other resources) to complete the project within the proposed schedule. Factors that will be considered in the evaluation of the Scope of Work submitted will include:

- Responsiveness of the written proposal to the purpose and scope of services;
- Qualifications of key individuals in terms of what personnel will be committed to this project and what their qualifications are in producing the end product;
- Cost/Budget; and
- Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.

Preference will be given to consultants who demonstrate experience in the following areas:

- Innovative planning processes;
- Successful and timely public participation;
- City/Town Center development regulations and community design guidelines;
- Transportation planning and street design;
- Economic and fiscal analysis;
- Real estate market analysis;
- Housing and climate planning;
- Graphics and visual aids to represent land use and design alternatives.

Each proposal will be independently evaluated on the above factors. After evaluation by City staff, a short list of consultants will be invited for interviews. The submittal of the RFP is interpreted by the City as permission by the consultant for the City to verify all information contained therein. Failure to comply with such requests may automatically disqualify the consultant from further consideration. Additional information may be requested from the City in writing to Anthony Muai, AICP - Planning Director, phone number 509-585-4386 or email: anthony.muai@ci.kennewick.wa.us.

The selected consultant will be required to certify compliance with applicable local, federal and state requirements and regulations. The City reserves the right to waive informalities, and to reject any and all

proposals. All proposal materials shall become the property of the Kennewick.

XI. Nondiscrimination and Equal Opportunity

The City complies with state and federal laws prohibiting discrimination on the basis of any protected status.

In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, the City commits to nondiscrimination on the basis of disability in all of its programs and activities.

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and the Regulations, the City will affirmatively ensure that in this RFP process and in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Women- and minority-owned business enterprises (WMBE) and veteran-owned firms are encouraged to respond to this opportunity.

XII. Contractual Terms and Conditions

The successful Proposer will be expected to execute a contract with the City of Kennewick on a form that is approved by the City Attorney. A sample of the City's "Personal Services Contract" is attached and may be modified at the City's discretion or as negotiated between City and selected Proposer. Proposer's standard contract may be used with preapproval by the City Attorney. If Proposer's proposal is incorporated by reference into the executed contract, the terms and conditions of the contract will have priority over any potentially contradictory language in the proposal.

The City anticipates an initial contract through 2026 with no automatic renewal. However, options for extensions may be negotiated. The City reserves the right to negotiate all elements with the apparent successful Proposer to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail all aspects of the requirements and the proposal. During the review the Proposer may offer, and the City may accept, revisions to the proposal.

Nothing contained in this RFP request shall create any contractual relationship with the City of Kennewick. Consultants are solely responsible for any costs incurred in the development and submission of the Proposal or any other presentation, in response to this RFP.

EXHIBIT C: RFP 24-021 proposal response submitted by MAKERS Architecture and Urban Design, LLP dated December 17, 2024



CITY OF KENNEWICK

2026 COMPREHENSIVE PLAN PERIODIC UPDATE

RFP 24-021

December 17, 2024

PREPARED BY
MAKERS architecture and urban design, LLP
BERK Consulting
Parametrix
Transpo Group
Cascadia Partners

MAKERS
architecture • planning • urban design

make (māk) *vb* **1** to bring into being by shaping or **altering 2** to form in the mind, a judgment or plan **3** to put together by combining parts **4** to build, construct, formulate, devise, create **5** to prepare for use; arrange **6** to cause to happen

December 17, 2024

Jon Correio
Procurement & Contract Specialist
City of Kennewick
jon.correio@ci.kennewick.wa.us

RE: RFP 24-021 FOR 2026 COMPREHENSIVE PLAN PERIODIC UPDATE

Dear members of the selection committee:

I am pleased to submit our team's qualifications for the Kennewick 2026 Comprehensive Plan Periodic Update project. This submittal includes our team organization and qualifications, project approach, project experience and references, and proposed services with projected fee estimate.

We've assembled a team that brings a combination of regional knowledge and experience, specialized skills, and demonstrated success that uniquely qualifies us for Kennewick's Comprehensive Plan update:

- **MAKERS architecture and urban design, LLP (MAKERS)** – prime consultant and project management, public engagement, visioning, land use element lead, and housing element support (worked on the U.S. 395 corridor plan and the waterfront district master plan and design standards for the Port of Kennewick)
- **BERK Consulting (BERK)** – housing, economic development, parks, and capital facilities elements lead, SEPA lead, and land use analysis support (worked on Kennewick and Benton County's last comprehensive plans)
- **Parametrix** – utilities element and critical areas ordinance lead and capital facilities element support (worked on comprehensive plan updates for Sumner, Maple Valley, and Puyallup)
- **Transpo Group (Transpo)** – multimodal transportation element lead (worked on Kennewick's transportation system plan and traffic impact fee study)
- **Cascadia** – climate and resiliency lead (currently doing regional climate work for the Tri-Cities)

MAKERS brings demonstrated success with visioning and policy efforts associated with comprehensive and subarea plans for cities large and small across the state. Together with BERK, MAKERS has also been at the forefront in implementing statewide efforts to enhance the affordability and diversity of housing.

We've enjoyed working in Kennewick with the Port on the waterfront district master plan and design standards and frequently partner with BERK, who have substantial experience with Kennewick including the 2015-2017 comprehensive plan update and Ferdouse Oneza's work experience at the City from 2002 to 2010.

TranspoGroup, Parametrix and Cascadia also bring local Kennewick experience to this effort. We'd like to build on these experiences and the City's subsequent work.

I emphasize our team's commitment to providing personally responsive and professional service. As project partner-in-charge, I will be directly responsive to you throughout the project and I will take an active leadership role in all aspects of the work. We look forward to discussing the schedule and what works best for staff and the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Bengford', with a stylized flourish at the end.

Bob Bengford, Partner
bobb@makersarch.com

As partner in charge of the project, Bob Bengford is authorized to enter the team into contract with the City of Kennewick.

Project Approach

Local Expertise

Kennewick is the most populated of the Tri-Cities and known as a hub for industries and services supporting the Hanford Project and the Columbia Basin's agricultural economy. Despite its size, it has the qualities of a small town with its proximity to the splendor of the natural landscape and strong community connections, which inspired us to respond promptly to the request for proposals. The city's vision, last updated in 2021, remains relevant and inspiring:

An exceptional quality of life, premier infrastructure, and sustainable vision make Kennewick an attractive place to live, do business and visit. Kennewick is welcoming, safe, family-friendly and features a variety of housing options, employment opportunities, and community activities and services...

Our team is familiar with the community and its planning challenges and opportunities. MAKERS developed the U.S. 395 corridor plan and has supported the Port of Kennewick on development planning and design standards for Clover Island and nearby commercial properties. BERK led development of Kennewick and Benton County's existing comprehensive plans. And TranspoGroup led Kennewick's Transportation Systems Plan and a study of traffic impact fees.

MAKERS and BERK have been collaborating on multiple comprehensive plans in the current update cycle. We've both also been active at the State level working with the Department of Commerce on guidance materials for housing action plans, housing elements, and middle housing implementation. Kennewick will benefit from our team's planning expertise and our fresh experiences with implementing the latest requirements of the Growth Management Act, which are changing annually.

BERK led Kennewick's previous Comprehensive Plan and was an obvious teaming partner. We are collaborating in similar efforts in Wenatchee, Burien, Seattle, and Thurston and Skagit counties. Our blend of skills have made us great partners. We invited Parametrix, TranspoGroup, and Cascadia to the team for their knowledge and deep skillsets that can translate complex technical issues into accessible data and policies.

Our team brings a combination of skills, local familiarity, experience, and approach that can efficiently update the City's vision and create a user-friendly plan that guide's the community's future. Below are some keys to the project's success.



MAKERS' illustration of the City's vision for the US 395 corridor as an integrated commercial/public use center serving south Kennewick and an attractive place to shop, work and recreate.

Build on existing foundations

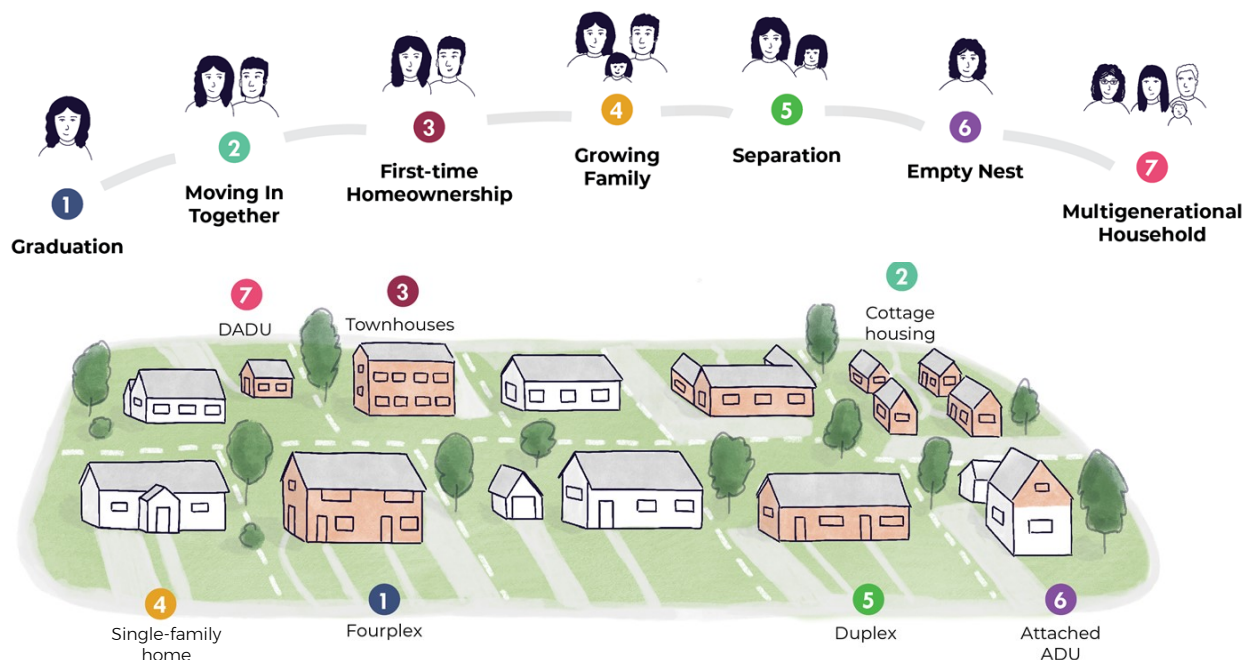
Kennewick has done a significant amount of planning in recent years, including the Bridge-to-Bridge/River-to-Rail Revitalization Plan, Southridge Sub-Area Plan, Vista Field Redevelopment Master Plan, and several neighborhood plans. The City has taken a proactive approach in attracting and shaping commercial development, working with the Port on attracting economic growth, and planning trail and recreation connections (especially to the river). This is consistent with the City Council's guiding priorities, including the key component of housing growth to support businesses which the City is currently addressing through its middle housing ordinance.

This demonstrates that the 2026 Comprehensive Plan update can avoid reinventing the wheel and limit engagement fatigue by folding in the latest documentation and priorities already developed by the Kennewick community.

Assessing and clearly communicating Kennewick's needs and opportunities

In order to effectively move forward on the vision, goals, policies, and key implementation measures, we'll need a coordinated assessment of Kennewick's evolving context – notably, what physical, economic, and social changes have occurred since the last comprehensive plan periodic update.

Communicating key challenges, trends, and opportunities to decision-makers, stakeholders, and broader community members in a clear manner that helps them understand the implications of the plan is an essential step that puts the process on firm ground and aids in all future plan steps. This includes an updated inventory of existing conditions around housing, capital facilities, the natural environment, transportation systems, economic development, and other quality of life issues.



This illustration, developed by BERK for the South Sound Affordable Housing Partnership, demonstrates how middle housing can accommodate different needs over a person's lifetime.

Focusing on growth areas

The majority of new growth in Kennewick is planned and occurring on the south of the side of the city, including the Southridge neighborhoods and designated industrial areas with highway access. These will be special focus areas, especially with regards to transportation and utility infrastructure planning and development of commercial uses to support population growth. Your "Development Projects Story Map" also illustrates substantial development activity within your commercial centers and corridors throughout the city. Our team also brings the experience and skills necessary to assess future land capacity and to evaluate the shape of urban growth areas.

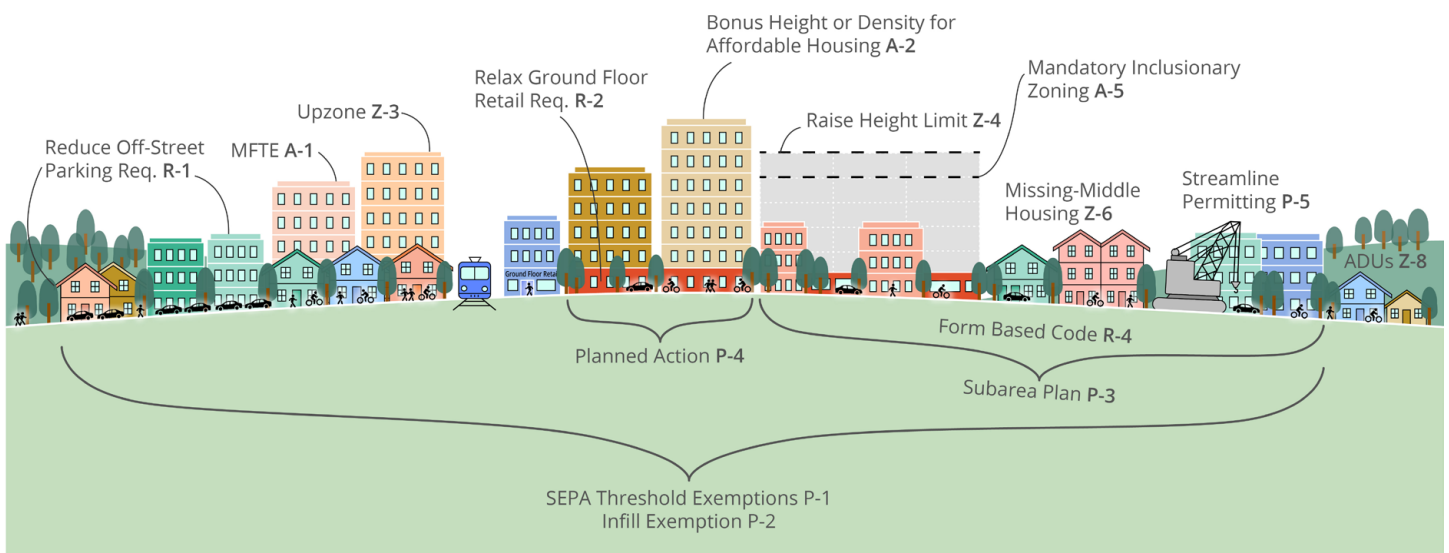
Collaborative teamwork and efficient use of resources

The MAKERS team will work collaboratively with staff and the community every step of the way. We recommend setting up biweekly or monthly project team meetings to keep us on track and on the same page, with additional meetings at key project milestones to prepare for public meetings and to review draft documents. One of the keys to a successful plan is to clarify assumptions and expectations with the City as the outset when refining the scope of work. We will maximize the use of City resources through a careful coordination of essential tasks and priorities and effective communication throughout the duration of the project.

Communication with the Planning Commission and City Council

The RFP emphasizes close alignment with the City Council's guiding priorities, and we agree. Meeting with both Council and the Planning Commission groups must be done early and often during the process. We always suggest attending a joint City Council and Planning Commission meeting near the outset of the project to make the necessary introductions and solicit feedback on what the officials feel is most important to them for this project to be a success. Later, the Planning Commission is often the most effective group to collaborate with in developing and refining goals and policies.

Staff's updates to decision-makers throughout the process will be essential to keep them tuned and to share their comments or concerns with the consultant team. Remote access to these meetings also makes it efficient for the consultant team to consider quick check-ins with both groups.



MAKERS' illustration in the Department of Commerce' Housing Action Plan Guidebook emphasizing that a range of interrelated actions will be needed to address housing challenges in communities.

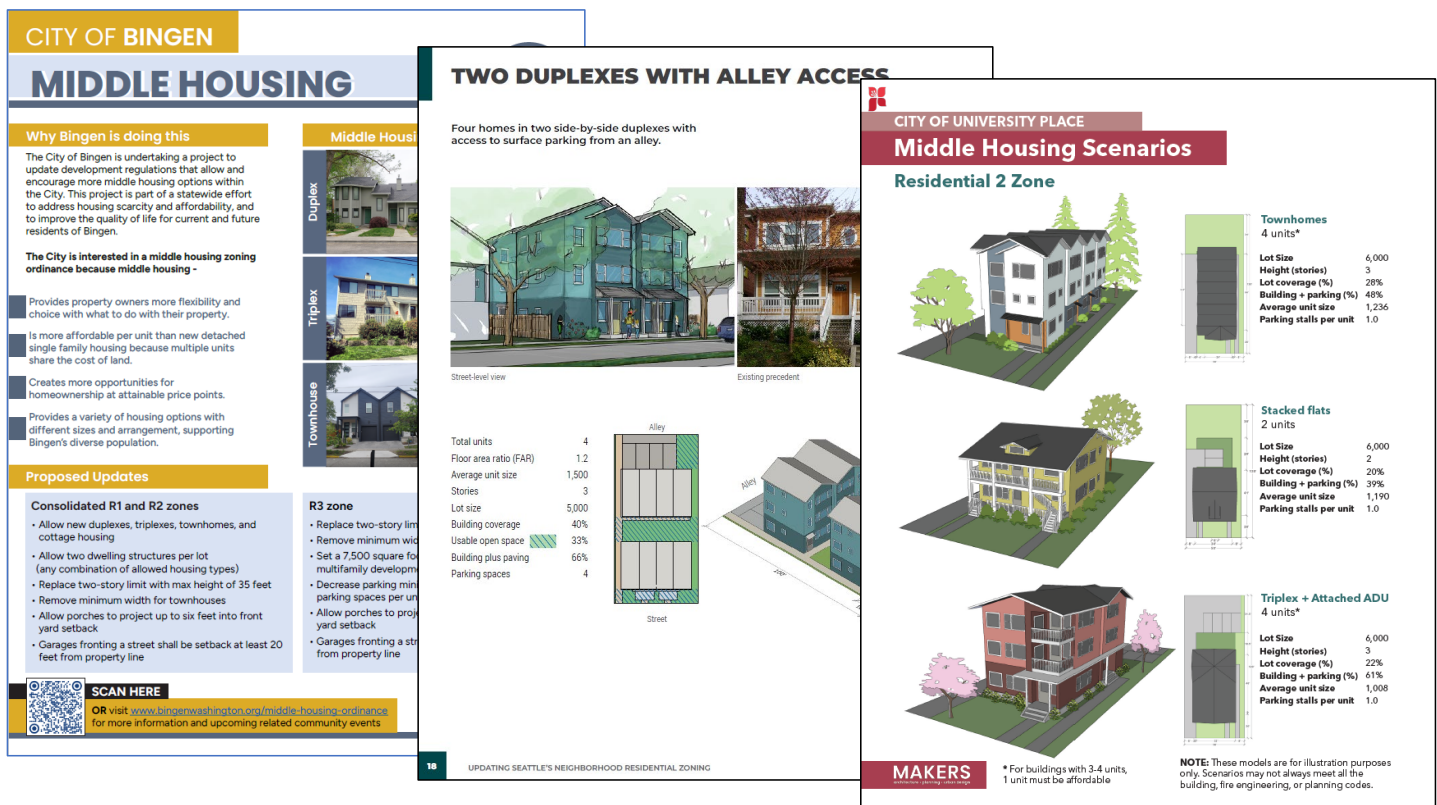
Clear and effective graphic communication

The current plan is well illustrated, has user-friendly text, and it is a reasonable size. The RFP suggests that we may not need to start from scratch with formatting, and we agree pending our formal audit of the plan. Potentially, more examples of development (particularly for housing) could be helpful to visualize the goals and policies. Photos can show good examples to aspire to (and perhaps bad examples to avoid).

Good graphic communication is critical both during the planning process and in the adopted plan. During the process, we can help community members understand local issues, implications of plan concepts and options, and engage in the process to set priorities. Our team can effectively communicate through graphics on planning, regulatory, and design issues - whether through photographs, maps, captions, hand-drawn, or computer graphics. Graphics are important because they help set expectations for the future and provide a sense of predictability for staff, developers, and community members.

Focus on implementation

Last, but not least, MAKERS approaches comprehensive planning more from the implementation side of things, as zoning codes and community design provisions are a big core of our work with Washington cities east and west of the Cascades! Thus, we aim to craft our goals land use designations, goals, and policies to provide clear guidance to public officials and staff in crafting implementing zoning plus decision-making on future rezone proposals. While it's important to give the policies some "teeth", it's equally important to avoid crafting policies that are written like regulations. This requires a skilled and cautious balance to guide, but not completely box the City in.



Examples of MAKERS' recent middle housing handouts/prototypes for Bingen, Seattle, and University Place.

Team Background & Qualifications

For the City of Kennewick’s Comprehensive Plan Update, we have assembled the following team of experienced planners with diverse skill sets who have worked together on similar projects.

Project Team

- **Scott Bonjukian** will be the project manager and will lead the planning process, engagement, writing, and administrative tasks throughout the project. He has worked with Bob on many projects, creating planning documents, zoning codes, and design standards for communities throughout the state.
- **Bob Bengford**, MAKERS’ partner, will be the partner-in-charge and team lead. He will assume primary responsibility and authority for the work of the entire consultant team. Bob brings substantial expertise in comprehensive planning, development code, and zoning regulations in communities of all sizes.
- **Laurel Hicks** will provide planning support for the project, including GIS services, policy research, graphics, and community engagement.

Subconsultants

We have partnered with four experienced firms who will provide subject matter expertise and collaborative thinking.

BERK Consulting led development of Kennewick’s existing comprehensive plan and has partnered extensively with MAKERS in recent years on citywide and subarea plans, housing action plans, and climate planning. For this update, BERK will lead the housing, capital facilities, and economic development elements, support the land use element, and lead the completion of SEPA documentation.

Parametrix is our team’s engineering and environmental expertise and will lead the utilities element update, support the capital facilities element, and lead the development of the updated critical areas ordinance.

TranspoGroup developed Kennewick’s transportation system plan and does development review for a neighboring jurisdiction. They will lead the transportation element update, with a focus on goals and policies.

Cascadia Group is currently collaborating with the Tri-Cities jurisdictions on regional climate planning and will provide tailored, local climate planning and engagement for the Kennewick community.



MAKERS ARCHITECTURE AND URBAN DESIGN, LLP

MAKERS architecture and urban design, LLP (MAKERS) is an award-winning architectural, urban design, and planning firm providing services to clients throughout the Pacific Northwest and the United States. Founded in 1972, our 45-person firm provides a client-oriented approach stressing attention to project requirements, design quality, and budget.

MAKERS' multidisciplinary approach involves resolving complex issues through integrating collaboration, analysis, and feasibility in our work. Most of our work is with repeat clients, which reflects our philosophy of creating standout projects that exceed our clients' expectations. Our plans have proven their effectiveness, as we provide more than just a "pretty picture" and work directly with market experts and stakeholders to ensure our plans are both inspiring and realistic.

We pride ourselves on bringing consensus to projects that involve many different stakeholders, both public and private. MAKERS is a Washington state certified women's business enterprise (WBE) and disadvantaged business enterprise (DBE).

MAKERS is especially skilled at:

- Providing clarity around and building momentum and support for a community-based vision.
- Developing strategies for transformation based on current and future market conditions.
- Including practical advice on low-cost improvements and activation techniques to get the ball rolling.
- Using urban design as a problem-solving tool.



Scott Bonjukian AICP
PROJECT MANAGER

Master of Urban Planning,
University of Washington
B.S., Architectural Studies,
Washington State University

Scott Bonjukian is an urban designer committed to helping communities solve complex and interconnected problems, including housing affordability, climate change adaptation, and multimodal mobility. With a passion for building stronger communities, Scott applies his strong planning and analysis experience to the full range of MAKERS' projects in urban, suburban, and rural contexts. Scott has been the manager or lead planner on several recent planning and grant-based projects across western Washington, including Anacortes, Port Orchard, Coupeville, Edmonds, and Coupeville.

RELEVANT PROJECT EXPERIENCE:

- **Coupeville Comprehensive Plan.** Scott was the project manager and lead drafter on this effort to overhaul the Town of Coupeville's outdated plan. The adopted plan focuses on climate change and sustainability, historic preservation, and housing affordability.
- **Port Orchard Comprehensive Plan and Bethel Subarea Plans.** Scott led Port Orchard's updated GMA-compliant Housing Element and two subarea plans in the Bethel Road corridor to attract and shape well-designed residential and commercial development alongside new transit and park infrastructure. Scott's local knowledge was essential to helping ensure these plans and policies were relevant, actionable, and reflective of community priorities.
- **Port Angeles Comprehensive Plan.** Due for adoption at the end of 2025, Scott is the project manager on this ambitious multidisciplinary project to set a new direction for infrastructure and land use in Port Angeles. Scott is leading on land use and public engagement, including a successful Storefront Studio and an active Stakeholder Advisory Group.
- **Washington State Middle Housing Model Ordinance.** As project manager, Scott oversaw this effort with the Department of Commerce to develop middle housing model ordinances to support implementation of HB 1110.



Bob Bengford AICP
PARTNER IN CHARGE

B.S., City and Regional Planning,
Cal Poly San Luis Obispo

Bob Bengford is a certified planner with over 25 years of planning and urban design experience including work in several states. In communities throughout Washington state, Bob has led numerous visioning efforts associated with comprehensive plans, subarea plans, corridor plans, and design regulations. He has also been a regional leader in crafting form-based zoning and design provisions to meet community objectives, having completed over 70-such projects at MAKERS.

RELEVANT PROJECT EXPERIENCE

- **Anacortes Comprehensive Plan and Development Regulations Update.** As a follow up to managing Anacortes' award-winning Comprehensive Plan, Bob led the ambitious effort to craft the implementing unified development code. The process included stakeholder meetings, multiple well-attended community workshops, and an intensive adoption process.
- **Moses Lake Comprehensive Plan Update.** Bob led the visioning process to establish policy priorities for the Comprehensive Plan. Bob also conducted an audit of the City's current comprehensive plan and crafted a completely new set of goals and policies for the land use element. The City adopted the Comprehensive Plan updates in 2022.
- **Washington Housing Guidebooks.** Working with BERK, Bob assisted the drafting of the Department of Commerce's Housing Action Plan and Housing Element Guidebooks. In particular, he worked on the sections related to integrating regulating strategies for increasing the supply and affordability of housing while ensuring compatibility.



Laurel Hicks
PLANNER

Master of Urban Design
and Planning, University of
Washington
Bachelor of Arts, Sustainable
Urban Development, University
of Washington, Tacoma
Geographic Information Systems
(GIS) Certificate, University of
Washington, Tacoma

Laurel Hicks brings a comprehensive perspective of urban design to MAKERS, supported by a range of skillsets in urban planning, cartography, advocacy, and data analysis. She is dedicated to addressing changing community needs to foster sustainable, inclusive built environments, with particular interest in non-motorized transportation development, green building practices, and affordable housing advocacy. Before MAKERS, Laurel's studio work at the University of Washington included development of a land capacity analysis for Pacific County, and design of an I-5 freeway lid. During her internship with the City of Kirkland Long-Range Planning team, she conducted GIS data analysis and graphics production in support of their Comprehensive Plan work.

RELEVANT PROJECT EXPERIENCE

- Puyallup Comprehensive Plan
- Auburn Middle Housing Development Regulations (Ongoing)
- Seattle Comprehensive Plan EIS (Ongoing)
- Port Angeles Comprehensive Plan (Ongoing)
- Bellevue Eastgate Yard Improvement Concept (Ongoing)
- Bingen Middle Housing (Ongoing)

BERK CONSULTING

BERK Consulting Group (BERK) is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. BERK's planners offer more than 35 years of experience in community planning. They support effective community planning with meaningful public engagement and communication design. Additionally, BERK offers expert GIS, demographic, and financial analysts.

BERK is well versed in fulfilling requirements of the Growth Management Act, State Environmental Policy Act, Shoreline Management Act, and Local Project Review Act. Their team has been working with communities on their 2024 and 2025 updates (Battle Ground, Bothell, Burien, Covington, Friday Harbor, Gig Harbor, Lakewood, Maple Valley, Mountlake Terrace, Wenatchee, Jefferson County, Thurston County), which integrate the new climate and housing planning requirements under GMA. They have strong experience working with the Department of Commerce on HB 1220 guidance, Climate resilience guidance, and Middle Housing model codes.



Taskina Tareen AICP
BERK PROJECT MANAGER

Master of City/Urban,
Community and Regional
Planning urban design
concentration, Massachusetts
Institute of Technology
B.A., Architecture, Syracuse
University.

Taskina Tareen is a Senior Planner with a background in urban design, land use and development, and community engagement. Her work centers on understanding and translating complex urban systems across multiple scales, and collaborating with communities to develop meaningful, equitable strategies for sustainable growth. Taskina has worked with public sector clients on subarea planning, long-range planning, design guidelines, and visioning projects. She embraces a cross-disciplinary approach and brings extensive experience developing creative and impactful engagement processes.

Taskina's recent work includes comprehensive planning updates for the cities of Covington, Wenatchee, and Battle Ground; developing growth strategies for station areas in Spokane and Shoreline; supporting the Ashwood Park Master Plan update for the City of Bellevue; and crafting the engagement strategy for the BFCOG Regional Climate Change Approach, currently in its early phases.

RELEVANT PROJECT EXPERIENCE:

- Covington Comprehensive Plan Update, Climate Element
- Bellevue Ashwood Park Master Plan Update
- Spokane Comprehensive Plan EIS and Growth Strategies
- Shoreline Light Rail Station Subareas SEPA Planned Action EIS Updates
- BFCOG Regional Climate Approach



Ferdouse Oneza AICP
STRATEGIC ADVISOR

Master of City Planning, Georgia Institute of Technology
Master and Bachelor of Architecture from Bangladesh University of Engineering and Technology

Ferdouse Oneza brings extensive experience in local government planning, policy and regulations development, implementation strategies, permit processing and public engagement. Oneza has 25 years of experience in public and private sector planning and project management, including expertise in working and supporting communities to navigate the State’s complex planning rules such as Growth Management Act, Shoreline Management Act, Critical Areas Regulations, and SEPA. In addition to managing her own consultancy and serving as CEO for a local non-profit organization, Oneza was formerly the Planning Manager for the City of Kennewick.

RELEVANT PROJECT EXPERIENCE:

- City of Pasco Comprehensive Plan Periodic Update and EIS
- City of Richland Comprehensive Plan Periodic Update and EIS
- Benton and Grant Counties Comprehensive Plan Periodic Updates
- Thurston and Skagit Counties Comprehensive Plan Periodic Updates
- BFCOG Regional Climate Approach



Jessie Hartmann
CAPITAL FACILITIES

Master of Urban Design and Planning, University of Washington
B.S., Mathematics, Western Washington University

Jessie Hartmann is a land use planner with 15 years of experience in analysis, outreach, design, and project management for long-range planning projects in Washington State—including recent experience working on comprehensive plan updates for the cities of Bothell, Wenatchee, Seattle, and Bellevue as well as Snohomish, Pierce, and Jefferson counties. Her expertise includes comprehensive and subarea planning under GMA and customized environmental documentation under SEPA. She is especially known for her detail-oriented work and for designing technical graphics that catch the eye and convey information in a friendly, accessible manner.

RELEVANT PROJECT EXPERIENCE:

- Bothell Comprehensive Plan Periodic Update
- Wenatchee Comprehensive Plan Periodic Update
- Seattle Comprehensive Plan EIS
- Pierce County Comprehensive Plan CFP and EIS
- Jefferson County Comprehensive Plan Periodic Update



Madalina Calen
ECONOMIC DEVELOPMENT

M.S., Economics, University of Amsterdam
B.S., International Economics and Business, Academy of Economic Studies, Romania.

Madalina Calen specializes in economic impact analysis, cost-benefit analysis, and feasibility studies. Currently, Madalina is supporting the Jefferson County Periodic Update as a financial analyst, which includes developing a pro forma analysis for potential future development. Prior to joining BERK, Madalina worked with the City of Bellevue to conduct an analysis of housing policy and programs relevant to affordable housing and determine the impact of both voluntary and mandatory affordable housing programs on housing development, including a pro-forma analysis, and the City of Redmond to support feasibility analysis to inform an update to their Inclusionary Zoning (IZ) and MFTE programs.

RELEVANT PROJECT EXPERIENCE:

- Chelan County Tourism Impact Study
- City of Redmond Economic Development Strategy
- City of Redmond Multifamily Tax Exemption and Inclusionary Zoning Study

CASCADIA GROUP

CASCADIA GROUP (CASCADIA) was founded in 1993 and has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. Cascadia's expertise cuts across all aspects of climate analysis and planning—from greenhouse gas emissions and vulnerability analyses to strategy development and community co-design—and they apply these skills to help local governments across Washington implement measures to reduce their emissions while building resiliency to climate impacts.

With recent experience developing climate elements for the cities of Auburn, Spokane, Walla Walla, East Wenatchee, Marysville, Gig Harbor, Lake Forest Park, Clallam County, Thurston County, Spokane County, and Whatcom County—and their current work on the Tri-cities regional Climate Element with the Benton-Franklin Council of Governments, they are ready to hit the ground running to provide unparalleled guidance around upcoming Commerce's requirements, help break down each new requirement, and provide capacity to support decision-making—all while equipping Kennewick with the tools it needs to implement these policies.



Gretchen Muller AICP
CLIMATE POLICY LEAD

M.S., Environmental Science,
University of Washington
B.S., Environmental Science,
Dickinson College

Gretchen Muller brings nearly two decades of experience managing community-driven sustainability projects—including recently overseeing the creation of guidelines for integrating climate into Comprehensive Plans with the Department of Commerce, overseeing Climate Elements for the cities of Lake Stevens, Lake Forest Park, and Kenmore, and leading a Climate Action Plan update for the City of Shoreline. She is particularly adept at managing large, multi-stakeholder strategic planning efforts that bring representatives of competing interests to the table to build common ground and reach a unified set of effective climate and sustainability strategies. Gretchen is certified in Open Standards coaching and has extensive experience facilitating groups, including leading interagency coordination for the Seattle-Tacoma-Bellevue metropolitan area's regional EPA-directed Climate Action Plans.

RELEVANT PROJECT EXPERIENCE:

- Benton-Franklin Council of Governments, Regional Climate Change Approach
- Thurston County Climate Element and Comprehensive Plan Integration
- Woodinville Climate Element and Comprehensive Plan Integration
- Washington Commerce Climate Element Pilot Program



Abigail Lambert
**POLICY DEVELOPMENT
SUPPORT**

B.A., Earth Sciences and
Environmental Science
Communication, Dartmouth
College

Abigail Lambert leads climate action and resilience planning, policy research, and vulnerability assessment tasks across Cascadia's portfolio. She applies her experience in climate data analysis, research of community vulnerability and impacts, and work in climate communication and engagement to provide policy recommendations to clients throughout their plan development processes. Her recent work includes Climate Element policy development and vulnerability assessment for Washington jurisdictions, including Clallam County, Kenmore, Renton, East Wenatchee, Thurston County, and Walla Walla.

RELEVANT PROJECT EXPERIENCE:

- Benton-Franklin Council of Governments Regional Climate Change Approach
- Walla Walla Climate Element and Comprehensive Plan Integration
- East Wenatchee Climate Element and Comprehensive Plan Integration
- Clallam County Climate Element and Hazard Mitigation Plan Integration

TRANSPPO

Transpo Group (Transpo) has assisted local, regional and state agencies in Washington with transportation planning and traffic engineering services since 1975. Their staff are experts in transportation planning and policy development and have been helping communities meet the complex requirements of the Growth Management Act. They take pride in creating practical and effective transportation plans to help communities grow sustainability, equitably, and gracefully. Transpo's team has prepared award winning, multimodal transportation plans for communities of all sizes.



Jon Pascal PE
TRANSPORTATION LEAD

Master of Engineering, University of Washington

B.S. in Forestry, University of Washington

Jon Pascal is a principal of the firm with an extensive background in preparing implementable multimodal transportation plans for local agencies, and has a passion for improving networks for all users. He fully understands the issues that need to be expanded upon and addressed in updating the Transportation Element. Jon takes an active role in the planning and design of multimodal improvements, and is a skilled, creative, and passionate transportation safety and active transportation advocate.

Jon has developed and implemented multimodal transportation plans across the state, and has assisted both Kennewick and Pasco in the past on updating their Comprehensive Plans. He is currently updating the Transportation Elements for the Cities of Wenatchee, Sequim, Anacortes, and Marysville.

RELEVANT PROJECT EXPERIENCE:

- Kennewick Transportation Systems Plan
- Transportation Element Update, Leavenworth, WA
- Newcastle Downtown Strategic Plan
- Richland Transportation Impact Fee (TIF) Audit Update
- Edgewood Transportation Plan Update
- Maple Valley Transportation Plan Update



Brent Turley PE
PLANNER

M.S., Transportation Engineering, Brigham Young University

B.S., Civil Engineering, Brigham Young University

Brent Turley has 20 years of experience in travel forecasting and analysis of vehicle, pedestrian, and bicycle networks, including comprehensive transportation planning and designing innovative solutions. His talent is to identify solutions that are sensitive to community values and environmental contexts. He is also the co-creator of Transpo's GIS-based ViaCity program, which improves communities with detailed analyses and understanding of urban connectivity. With this depth of technical experience, Brent uses creative multimodal transportation planning to facilitate public agencies and organizations in overcoming transportation challenges. Brent is a strategic and technically savvy planner who brings in-depth knowledge of software applications.

RELEVANT PROJECT EXPERIENCE:

- Kennewick Transportation System Plan
- Yakima Transportation Element Update
- Benton-Franklin Council of Governments Travel Demand Modeling
- SeaTac Transportation Element Update
- Marysville Transportation Element Update

PARAMETRIX

Parametrix a 100-percent employee-owned firm dedicated to providing high quality, client-oriented engineering, planning, and environmental consulting services. Founded in Washington in 1969, Parametrix has offices across the western United States providing multidisciplinary services in environmental planning and compliance, transportation, water resources, and community building. Environmental compliance is one of their core services and enables them to maintain close working relationships with many agency and local jurisdiction staff. Their approach involves working with client staff and project planners early and consistently throughout the plan development process to create concepts to avoid, minimize, and mitigate environmental impacts. Parametrix is experienced in comprehensive planning, land use planning, climate resilience planning, critical areas ordinance, and brings an equity-centered approach to set the City up for long-term success.



Claire Hoffman pws
CRITICAL AREAS LEAD

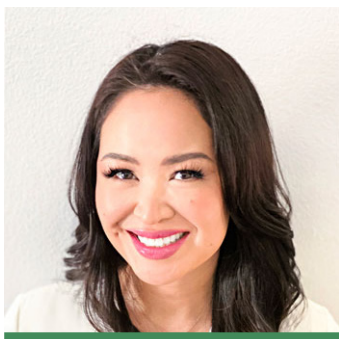
M.S., Environmental Sciences,
Federal Institute of Technology,
Switzerland

B.S., Biology & Environmental
Studies, University of Victoria

Claire Hoffman is an experienced biologist and environmental planner who has worked with critical areas and shoreline regulations in jurisdictions across the state. Her experience includes assisting cities and counties update their critical areas codes, shoreline master programs, and the natural environment element of Comprehensive Plans. Additionally, she has extensive experience, preparing and obtaining necessary permits or approvals from local, state and federal agencies as well as conducting wetland and stream delineations for a variety of projects.

RELEVANT PROJECT EXPERIENCE:

- Maple Valley Comprehensive Plan and Critical Area Ordinance Update
- Sumner 2024 Comprehensive Plan Update and Critical Area Ordinance Update
- Spokane Climate Planning and Comprehensive Plan Update
- Puyallup Comprehensive Plan and Critical Area Ordinance Update
- Duvall On-Call – Comprehensive Plan EIS Addendum



**Mari Orama EDD, PE,
PMP**
UTILITIES LEAD

EdD, Organizational Leadership,
Nova Southeastern University

M.S., Civil Engineering, University
of Washington

B.S./B.A., Environmental
Engineering, Oregon State
University

Mari Orama is a senior consultant and is currently the Collections, Conveyance, and Storage Group Lead for the Greater Washington Water Division. She is experienced in the evaluation, planning, and design of water, wastewater, and stormwater systems and facilities and with her strong background in comprehensive planning and resilience assessment, Mari approaches evaluation projects from a system-wide perspective. Prior to joining Parametrix, Mari served as project manager and designer on numerous utility planning and capital improvement projects. Additionally, she brings valuable experience as an educator in higher education, where she spearheaded initiatives, managed programs, and drove meaningful organizational practices, specifically supporting historically underrepresented communities of color.

RELEVANT PROJECT EXPERIENCE:

- Maple Valley Comprehensive Plan Update
- Sumner 2024 Comprehensive Plan Update
- Puyallup Comprehensive Plan Periodic Update
- Federal Way 2022 Wastewater Comprehensive Plan Update
- Puyallup 2024 Water System Plan Update

Relevant Experience

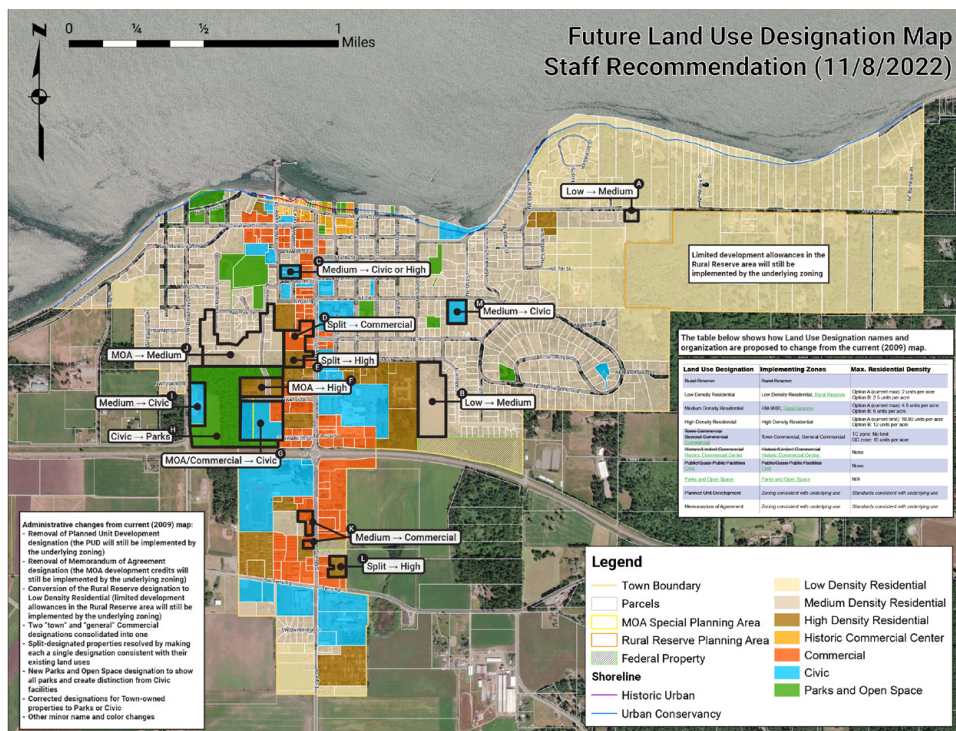
The following chart summarizes our team's experience with projects of this type. See the following pages for details on key projects.

	Public participation	Development regulations and design standards	Transportation planning and street design	Economic, real estate, and fiscal analysis	Housing Planning	Climate Planning	Graphics and visual aids
Descriptions for projects in bold are detailed on the following pages							
MAKERS							
Coupeville Comprehensive Plan	●	●	●	●	●	●	●
Anacortes Comprehensive Plan and Code Update	●	●	●	●	●	●	●
Washington Middle Housing Model Ordinance and User Guide	●	●		●	●		●
Washington Housing Guidebooks (w/BERK)					●		●
Wenatchee Planning (Multiple Projects)	●	●	●	●	●	●	●
Port Angeles Comprehensive Plan (Ongoing)	●	●		●	●	●	●
Aberdeen Comprehensive Plan	●	●	●	●	●	●	●
Port of Kennewick Historic Waterfront District Master Plan and Design Guidelines (w/Parametrix)	●	●	●				●
Puyallup Comprehensive Plan		●			●		●
Port Orchard Comprehensive Plan and Bethel Subarea Plans	●	●			●		●
Ridgefield Housing Code Update		●			●		●
Kitsap County Comprehensive Plan Update		●			●		●
BERK							
Kennewick Comprehensive Plan Update	●		●	●	●		
Moses Lake Comprehensive Plan Update & HAP (w/MAKERS)	●				●		●
Bothell Comprehensive Plan Update	●	●	●	●	●	●	●
PARAMETRIX							
Sumner 2024 Comprehensive Plan Update (w/BERK and Transpo)			●			●	
Maple Valley Comprehensive Plan Update (w/BERK)		●				●	
Puyallup Comprehensive Plan Periodic Update						●	
TRANSPPO							
Kennewick Citywide Transportation System Plan Update	●		●				●
Yakima Transportation Plan Update			●				
CASCADIA							
Washington Commerce Climate Pilot Program						●	
Walla Walla Comprehensive Plan Climate Integration						●	
Spokane GHG Emissions Analysis, Vulnerability Assessment, and Climate Element						●	

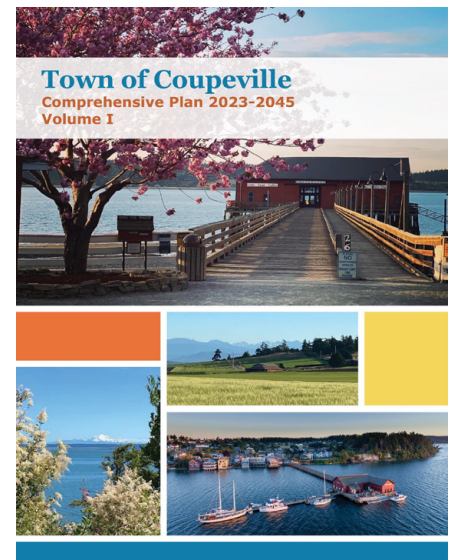
Coupeville, WA (MAKERS)

Community members wanted a plan that integrated sustainability and preservation, especially Coupeville's historical and natural resources. MAKERS developed strategic updates around the needs of affordable housing, historic preservation, and climate change. The updated plan lays out clear, concise goals and policies and provides an extensive set of updated infrastructure inventories and GIS data.

- Facilitation of multiple well-attended engagement events
- Goals, policies, and a future land use map that balance GMA compliance with the community's priorities to prioritize preservation of landscape-scale historical architectural and cultural resources
- City Council adopted the plan in October 2023



- Public Engagement
- Visioning
- Graphic Communication
- Land Use Planning
- Housing Planning
- Climate Planning
- Urban Design Standards/Guidelines



Anacortes Comprehensive Plan and Code Update

Anacortes, WA (MAKERS)

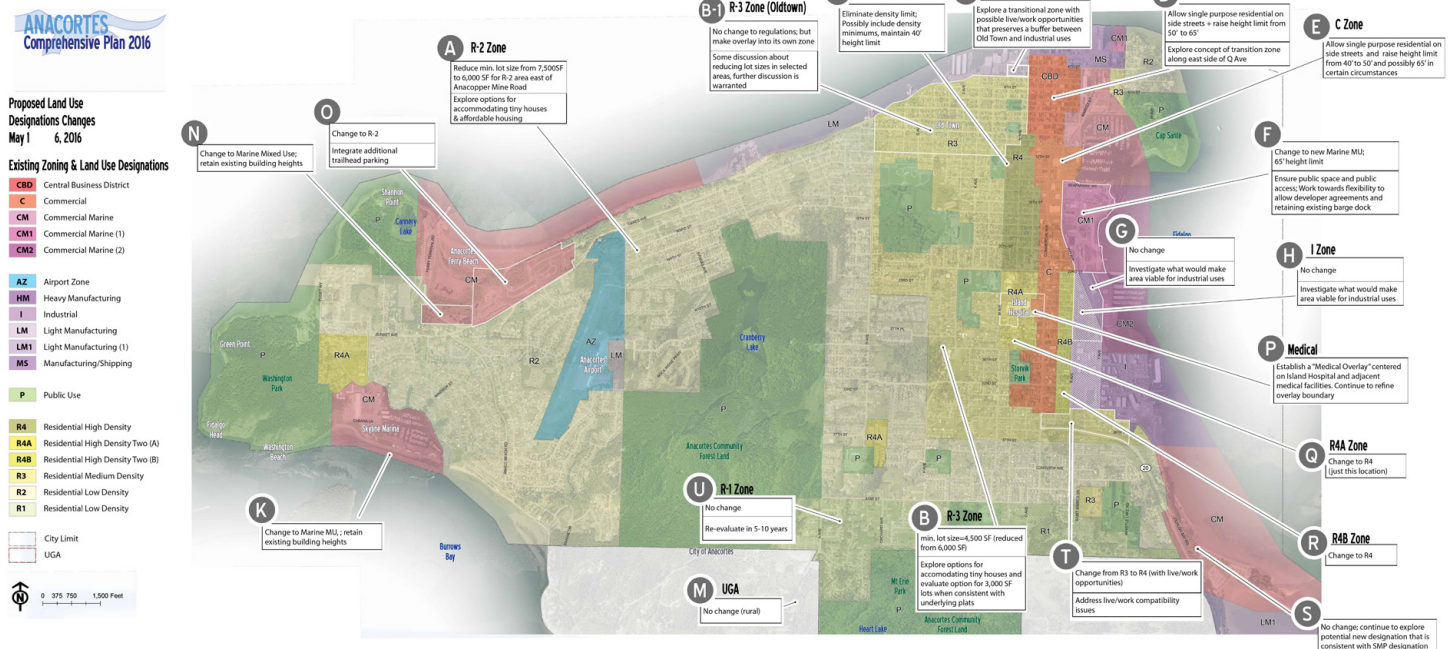
MAKERS crafted a new vision statement, developed a preferred land use concept, and created goals and policies for the 2016 Anacortes Comprehensive Plan's eight elements. Our efforts focused on the land use element and coordinating the work of the other consultant firms and city staff on the remaining elements. The plan emphasizes clear policy guidance for future zoning and development regulation updates, housing diversity strategies, transportation improvements, environmental sustainability actions, economic development strategies, and much more. We subsequently overhauled Anacortes' zoning code and created new design standards for commercial and residential development. MAKERS and Leland Consulting Group developed Anacortes' 2023 Housing Action Plan which included a check-in on the City's goals for housing production and affordability.

PROJECT HIGHLIGHTS

- Public Engagement
- Visioning
- Graphic Communication
- Land Use Planning
- Housing Planning
- Economic Development/Market Analysis
- Urban Design Standards/Guidelines

Outcomes

- Facilitation of nearly 20 Planning Commission and City Council meetings and response to hundreds of public comments
- Created an actionable plan that seamlessly translated to implementation of zoning updates
- Multiple new residential projects citywide and a major waterfront development are underway



Washington Middle Housing Model Ordinance

Statewide (MAKERS)

MAKERS led a team that worked with the Department of Commerce to develop Middle Housing Model Ordinances for the state of Washington. The Middle Housing Model Ordinances include development regulation parameters to support Washington cities implement the Middle Housing Bill (HB 1110) adopted during the 2023 legislative session. Parameters included dimensional, design, and parking standards, unit densities, and definitions for applicable middle housing types. The model ordinances were informed by the team's expertise and public engagement.

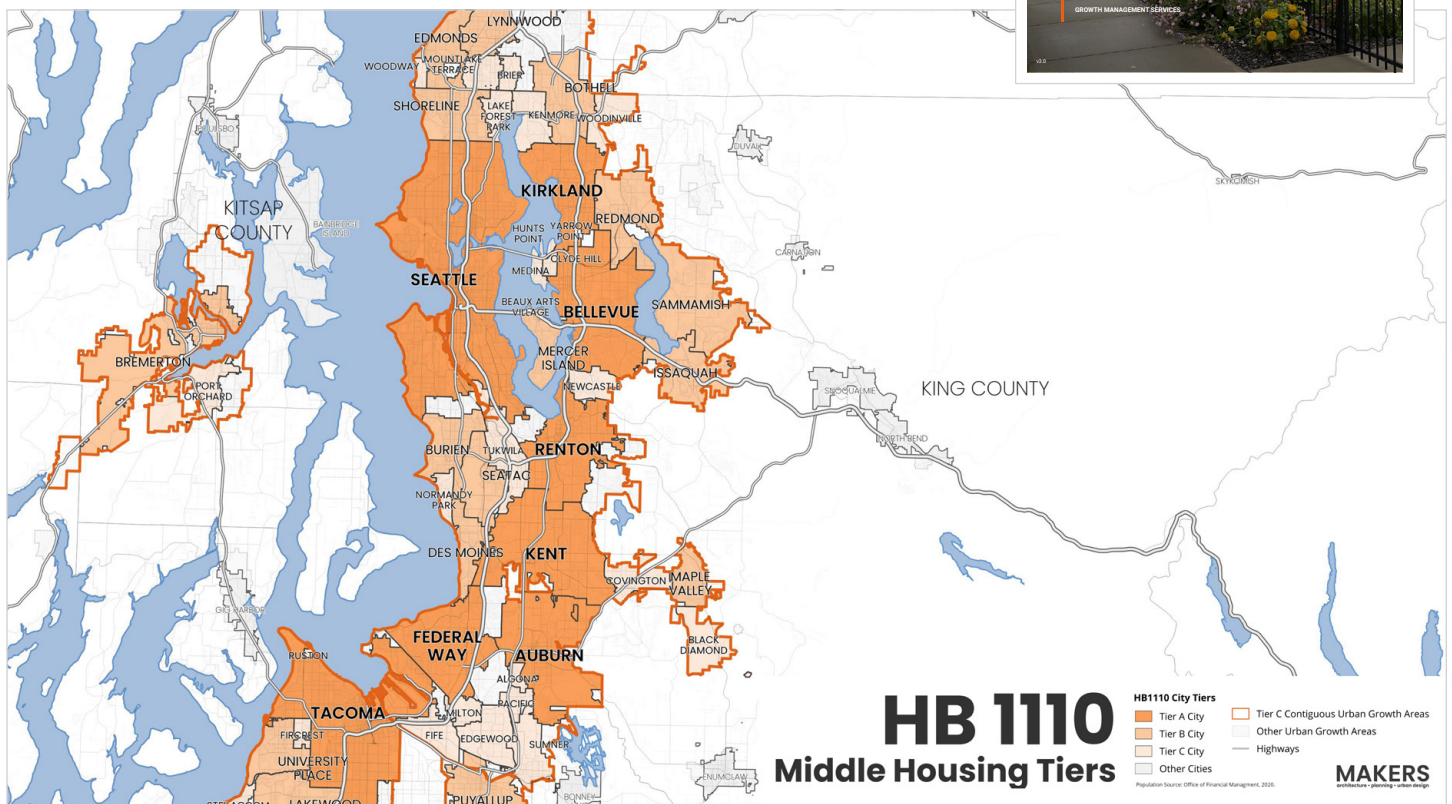
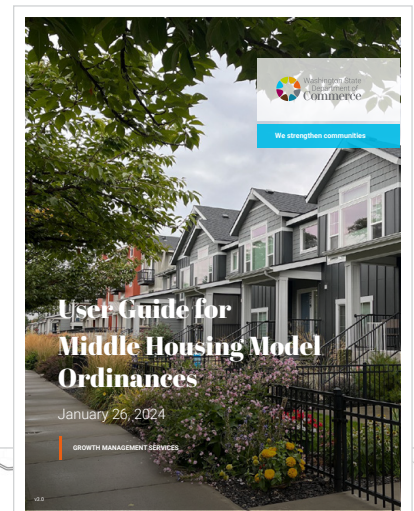
MAKERS also worked with the project team and Commerce to develop an accompanying User Guide for the Middle Housing Model Ordinances. The User Guide uses diagrams, research, analyses, and references to real-world examples to provide expanded guidance and recommendations intended to support implementing code amendments for middle housing.

Outcomes

- Led multiple engagement events, including technical committee meetings with planning staff, stakeholder focus groups, and a public webinar to present the draft ordinances and user guide
- Completed a versatile set of middle housing model ordinances to guide cities in the implementation of HB 1110 based on expertise and engagement feedback
- Created an accompanying user guide to help cities understand how to use the model ordinances

PROJECT HIGHLIGHTS

- Public Engagement
- Graphic Communication
- Land Use Planning
- Housing Planning
- Economic Development/Market Analysis
- Urban Design Standards/Guidelines



Commerce Housing Guidebooks

Statewide (MAKERS & BERK)

MAKERS and BERK produced a series of housing guidebooks on behalf of the Washington State Department of Commerce. These guidebooks, covering Housing Need Assessments, Housing Action Plans, and Comprehensive Plan Housing Elements, will help cities pursue housing capacity expansion with community and data support.

MAKERS was primarily involved with the Housing Action Plan (HAP) and Housing Element Guidebooks, with major contributions to chapters on zoning and regulatory strategies and community engagement. In the strategies section, MAKERS provided detail strategy descriptions for 17 zoning and regulatory approaches like increasing heights, allowing missing middle types, relaxing parking requirements, or pursuing a form-based approach. Each strategy page shows the housing issues the strategy will address, neighborhood types where it is more appropriate, potential drawbacks and tips for success.

MAKERS also developed the community engagement chapter for the HAP Guidebook, distilling years of experience building advocates within communities for community plans. The chapter guides the reader through an understanding of why inclusive engagement is important, best practices to get it right, and how engagement should approach structural inequities.

PROJECT HIGHLIGHTS

- Public Engagement
- Visioning
- Graphic Communication
- Housing Planning
- Implementation Strategies



Wenatchee Planning (Multiple Projects)

Wenatchee, WA (MAKERS)

MAKERS has a long history working with the City of Wenatchee on a wide breadth of projects over the past two decades. Notably, MAKERS led the development of the Wenatchee Waterfront Plan, working closely a team of subconsultants, City staff, and other groups. The resulting vision for the waterfront included the development of a shoreline restoration plan and the creation of a new roadway to provide access to the waterfront sites.

MAKERS has since worked with the City of Wenatchee on other projects, including the City's Downtown Vision Plan, Sign Code, and Housing Code and Design Guidelines. The Downtown Vision Plan is a phased improvement strategy with priority projects, land use measures, design guidelines, and public-private efforts to realize the Wenatchee community's objectives for their downtown.

Most recently, for Wenatchee's Housing Code and Design Guidelines, MAKERS worked with Wenatchee staff, public officials, advisory committee members and other community members to understand challenges in housing affordability and shortcomings in the existing code. The revised zoning provisions and a new set of residential design guidelines balance density increases with increased design provisions to best ensure compatibility. The revised zoning provisions and a new set of residential design guidelines balance density increases with increased design provisions to best ensure compatibility.

PROJECT HIGHLIGHTS

- Public Engagement
- Visioning
- Graphic Communication
- Land Use Planning
- Housing Planning
- Implementation Strategies
- Urban Design Standards/Guidelines



Kennewick, WA (BERK)

PROJECT HIGHLIGHTS

Sumner Comprehensive Plan Update

Sumner, WA (Parametrix, BERK, & Transpo)

BERK, Parametrix and Transpo Group supported the City of Sumner with the Comprehensive Plan Periodic Update, Critical Areas Ordinance update, and Environmental Impact Statement. This work included a review of the adopted plan elements for alignment with the Growth Management Act and other state and local requirements, including new HB 1181 requirements for a Climate Change and Resiliency Element as well as draft policy recommendations to address gaps, including policies for a new Climate Change and Resiliency Element and supporting analysis. Parametrix worked on the Natural Environment and Utilities Elements, along with working closely with city staff to update the critical areas ordinance to consider best available science and the local context.

The team presented and supported the City of Sumner staff at Planning Commission and City Council meetings to review the proposed plan and code changes. Work products included an updated Comprehensive Plan for 2024, a draft and final versions of the Critical Areas Ordinance update, a draft Capital Facilities Plan and foundational analysis for an updated Park Impact Fee, a draft Transportation Plan, and development of a Final Environmental Impact Statement.

PROJECT HIGHLIGHTS

- Critical Areas Ordinance
- Climate Planning
- Capital Facilities Plan
- Transportation Planning
- Utilities Planning

Maple Valley Comprehensive Plan Update

Maple Valley, WA (Parametrix & BERK)

Parametrix and BERK supported the City of Maple Valley to update their Comprehensive Plan and Critical Areas Ordinance for 2024. Parametrix updated the Utilities and Natural Environment elements, updating associated code and development regulations, and performing SEPA review and documentation. Claire Hoffman was the lead for the critical areas ordinance update and worked closely with city staff to incorporate best available science. Additionally, Mari Orama was the lead for Utilities.

PROJECT HIGHLIGHTS

- Critical Areas Ordinance
- Climate Planning
- Utilities Planning
- Development Regulations

Kennewick Citywide Transportation System Plan Update

Kennewick, WA (Transpo)

Transpo prepared a citywide transportation system plan, coordinating among many agencies and the community, including working with an advisory group representing public works, planning, parks, and city council. Transpo inventoried the arterial street system and pedestrian and bicycle facilities, and compiled the information in a GIS database to evaluate needed capital investments. Public transportation service and facility needs were identified along with transit and transportation demand management strategies.

Primary and secondary pedestrian and bicycle network maps were developed to guide investments in active transportation facilities across the City. A financial evaluation was performed and funding strategies were developed, including the preparation of a transportation impact fee program. Public outreach included stakeholder meetings, an online survey, presentations at City Council, and two community workshops.

PROJECT HIGHLIGHTS

- Public Engagement
- Transportation Planning
- Implementation Strategies

Yakima Transportation Plan Update

Yakima, WA (Transpo)

Transpo Group worked with the City of Yakima on an update to the City's Transportation Plan. The update included an inventory and analysis of multimodal transportation facilities to understand the impact of land use changes over the next 25 years. Strategies were developed for complete streets implementation based on a layered network approach. A layered network approach endorses complete street principles, but acknowledges that some corridors should prioritize specific modes to improve level and quality of service and safety. Improvement projects and programs were defined to address safety, active transportation users, and transit service based on level of service standards set by the overall goals of the Plan.

PROJECT HIGHLIGHTS

- Transportation Planning
- Implementation Strategies

Climate Pilot Program

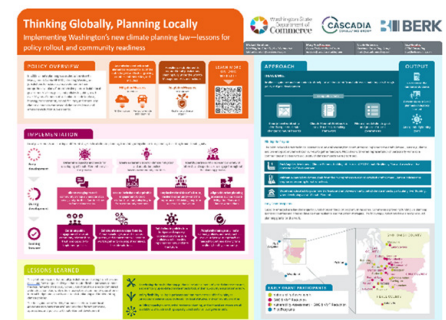
Statewide (Cascadia & BERK)

Cascadia and BERK co-led a pilot program with the Department of Commerce to develop and test guidance and tools to assist local governments in integrating climate change into their comprehensive plans. They coordinated direct assistance to several communities to implement the draft Climate Change Element and evaluated the effectiveness of the current program.

Pilot program cities were selected based on size, comprehensive plan deadline, and capacity to participate in the program—pilot program cities could not be located within the ten most populous Washington counties to ensure the pilot could evaluate ability of smaller, potentially resource-constrained jurisdictions to integrate the resilience sub-element. This pilot served as an essential test run of the draft guidance and will help Commerce optimize available tools to ensure their usefulness and effectiveness as well as build relationships between Commerce and local jurisdictions as they provide feedback on the pilot.

PROJECT HIGHLIGHTS

- Climate Planning
- Implementation Strategies



Walla Walla Comprehensive Plan Climate Integration

Walla Walla, WA (Cascadia)

Cascadia is leading the development of the Climate Element component of Walla Walla's Comprehensive Plan Update—focusing on boosting local resilience to climate vulnerabilities, with an emphasis on protecting frontline communities from climate impacts. They are reviewing the current Comprehensive Plan and other related City policies to identify potential gaps and key opportunities to address climate change, equity, and displacement.

Building on that work, Cascadia is developing strategies using a multi-criteria analysis to ultimately develop a Comprehensive Plan element that cohesive, equitable, and ensures the greatest outcomes for the most vulnerable in Walla Walla.

PROJECT HIGHLIGHTS

- Climate Planning
- Implementation Strategies

Fee Proposal

The following is an initial fee estimate for a scope of work based on our experience with comprehensive planning, new GMA requirements, and the outline listed in the RFP. A detailed hourly budget can be provided during the contracting process. We anticipate adjustments and are prepared to discuss scope, budget, and schedule refinements as necessary. We typically invoice monthly and can meet the applicable grant invoicing schedule requirements.

The travel budget is a flexible line item, contingent upon the City's preferences for in-person and remote meetings. Our scope describes an emphasis on in-person public events. In lieu of travel, these funds will be devoted to other tasks in support of greater digital/online engagement, such as use of MAKERS' Social Pinpoint web platform, additional time to prepare online workshops, coordination for public meetings, website materials, surveys, etc.

As noted in the description of proposed services, we have proposed some optional add-ons which can be negotiated during the contracting process. These are separate and beyond the base tasks in the RFP and can be considered as value additions to the project

	MAKERS	BERK	PMX	CASCADIA	TRANSP0	TOTAL
Project Tasks						
1. Project Management & Initiation	\$43,660	\$10,300	\$4,242	\$3,320	\$5,400	\$66,922
2. Visioning & Engagement	\$24,180	\$11,860	\$574	\$2,720	\$3,360	\$42,694
3. Background Review & Analysis	\$14,250	\$21,690	\$12,628		\$12,360	\$60,928
4. Prepare Comprehensive Plan Draft	\$26,250	\$29,880	\$13,202		\$20,320	\$89,652
5. Housing Element	\$6,030	\$14,550				\$20,580
6. Climate Planning Coordination	\$3,830			\$20,640		\$24,470
7. Critical Areas Ordinance	\$700		\$30,940			\$31,640
8. Prepare SEPA Documentation	\$700	\$6,280	\$574	\$260	\$520	\$8,334
9. Refinements & Adoption Support	\$16,400	\$7,020	\$3,444		\$9,840	\$36,704
Subtotal						\$381,924
<i>Expenses</i>						
<i>Travel</i>						\$14,000
<i>Engagement expenses & materials</i>						\$4,000
Total Project Cost						\$399,924
Add-On Tasks						
10. Storefront studio (including prep work)						\$37,311
10. Storefront studio travel expenses						\$5,000
11. Additional in-person engagement (does not include additional travel expenses)						\$10,660
12. Parks and recreation element						\$21,940
Add-On Task Total						\$74,911

HOURLY RATES

MAKERS			BERK				Parametrix		Cascadia		TranspoGroup	
Bob Bengford	Scott Bonjukian	Laurel Hicks	Taskina Tareen	Ferdouse Oneza	Jessie Hartmann	Madalina Calen	Claire Hoffman	Mari Orama	Gretchen Muller	Abigail Lambert	Jon Pascal	Brent Turley
\$245	\$175	\$125	\$195	\$215	\$195	\$195	\$221	\$287	\$280	\$130	\$300	\$260

Work Plan & Schedule

Base Tasks – Comprehensive Plan

After talking with BERK's Ferdouse Oneza, who has insight on Kennewick's unique local needs for this project, we decided to structure the scope and budget in a flexible format. The base Comprehensive Plan activities are the priority. Other activities listed in this proposal are treated as "add-on" tasks which can be negotiated during the contracting process. We also felt this is appropriate because some of the add-on tasks have few details provided in the RFP and may require the help of additional specialized consultants.

Being in the 2026 growth management cycle, Kennewick has the advantage of time to learn from other cities on how to respond to the latest Growth Management Act planning requirements and zoning preemptions. We look forward to discussing a scope and schedule that works best for staff and the community.

Task 1 – Project Management & Initiation

1.1 PROJECT MANAGEMENT

This budget item provides for project management staff to process invoices, administer contracts, schedule meetings, develop recurring meeting agendas, attend special client meetings, and other administrative tasks. It is based on a hours-per-month model.

1.2 TEAM MEETINGS.

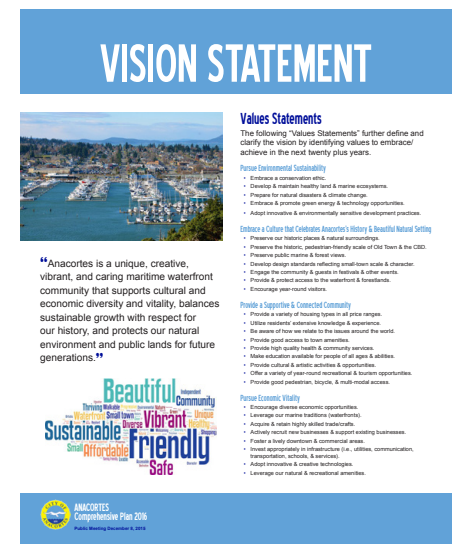
MAKERS will coordinate with the City to schedule remote bi-weekly project team meetings to help move tasks forward and address issues. MAKERS will prepare meeting agendas and document project decisions and next steps.

1.3 INTERNAL PROJECT KICKOFF.

MAKERS will host hybrid kickoff meeting with City staff and all consultants to confirm project work program, schedule, roles, and communication protocols. MAKERS and key team members will attend in person, while some team members will attend remotely to limit travel costs. This could be an all-day event with at least two meetings; one meeting with core planning staff, and a second meeting with senior staff from other departments. A city tour with staff is highly recommended to point out location-specific planning issues and recent development activity.



Anacortes' comprehensive plan update involved more than 500 participants through a combination of interviews, workshops, stakeholder meetings, online surveys, and public hearings. The input ultimately produced a better, award-winning plan.



MAKERS' vision statement for the Anacortes Comprehensive Plan

Prior to the kickoff MAKERS will send the City a list of requests for all relevant background information necessary for the project, including adopted plans, GIS data and maps, and other relevant documents. During this session we will identify the major issues, high priority plan updates, project objectives, and potential GMA- and SEPA-related issues. We will discuss :

- Outreach goals, key stakeholders, and a framework for community engagement.
- A master project schedule and plan for ongoing coordination will be established to ensure the plan update process complies with City needs, local procedures, and state requirements .
- Clarify roles and responsibilities of team members (including City staff)
- Identify communication protocols
- Discuss project risks and mitigation of those risks

1.4 PUBLIC PROJECT KICKOFF

As noted in our approach, we always suggest a kickoff meeting with either Planning Commission or City Council (or preferably both) to introduce the team and ask public officials what elements of the comprehensive plan update are most important to them. This could include particular goals/policies or aspects of the City's engagement process. This meeting helps set the tone for the project and get us started on the right foot.

An additional kickoff meeting could occur with an advisory group, described below in Task 2.

Task 2 – Visioning and Engagement

The RFP emphasizes robust public participation in the Comprehensive Plan update and focusing engagement on underserved and at-risk groups. Our approach relies on balancing engagement techniques that include 1) broad, population-wide opportunities to raise awareness and gauge general preferences, and 2) targeted “deep” engagement with stakeholders that have special knowledge and/or represent diverse, traditionally underserved, or influential constituencies.

We'll work with the City to design events that are accessible, informative, and efficient. We've found that contracting community liaisons is a highly effective method for engaging traditionally underrepresented participants. Leveraging the relationships and knowledge of a well-connected community member can avoid engagement activities that fall flat. Targeted focus group conversations can also be an efficient way to gather quality information about a place. We recently conducted a series of remote focus groups together with BERK for the Moses Lake Comprehensive Plan update that revealed key insights about community desires for improving downtown, infrastructure needs, barriers faced by Latino business owners, property development dynamics, and social concerns about schools, parks, and healthcare.



Left: Piggybacking on community events broadens the reach of engagement activities.

2.1 PUBLIC PARTICIPATION STRATEGY.

MAKERS will develop a public participation strategy (PPS) that highlights a coordinated plan for conducting meaningful engagement that is both broad and targeted. The PPS will identify the tools, techniques, resources, partners (community liaisons, community organizations, informal networks, etc.), translation expectations, and anticipated timing of major events. The PPS will be a living document and as with many comprehensive planning processes that we've been involved with, the schedule, strategy, and tools will evolve to fit the plan's context and City objectives. Suggested components and activities of our public involvement plan are detailed below.

Interviews with key stakeholders. Remote video interviews can be help with City Council, Planning Commissioners, local organizations, business leaders, and other community stakeholders that staff feel can provide us with context on current issues, opportunities, and priorities in Kennewick. Engagement of the development and business community will be a core part of our research since it is largely responsible for the implementation of the housing and economic development elements. Interviews also provide opportunities to cultivate champions for the plan and tee up projects for early success.

Project website and interactive online

engagement tools. This will allow people to participate in plan development at their own time and pace. We assume City staff will manage a page on the Kennewick website, and we will assist with the approach and content on an ongoing basis. Content can include links to surveys, mapping tools, and meeting recordings.

Surveys. Mailing surveys to every address in the city (such as through utility bills) can be an effective measure to ensure equitable and non-self-selecting participation by ensuring every household has an opportunity to participate in the planning process. Gift card raffles can also encourage participation.

Planning Commission/advisory group meetings.

We suggest using the Planning Commission or separate new "advisory group" to help advise the project team on refining the community's vision, future land use map and designations, goals, policies, and implementation strategy. Depending on resources, staffing, and City preferences, this could range from 2-6 meetings at key stages.

Project newsletter. The City will create and maintain a project-specific email list, potentially building off any existing lists, that people can subscribe to for project updates. The consultant team will prepare project newsletters at least quarterly or at major milestones, providing updates on progress and invitations to engagement activities like public meetings and surveys.



THE COMMUNITY ENGAGEMENT PROCESS

We structure community engagement activities to balance the following objectives within available project resources.

- Maximize community participation in the process and aim for a representative cross-section of the community. This means special outreach efforts to typically underrepresented groups (youth, renters, people of color, etc.).
- Engage closely with those stakeholders and decision-makers that are most likely to be the plan implementers.
- Structure, conduct, and time events to effectively inform community members on the context and allow for a variety of feedback options that help us craft and refine concepts, options, and the final plan and regulations.
- Help participants understand the implications of concepts and options through clear communication, examples, and illustrations.
- Let community members know they are being heard.
- Make the process welcoming and fun!

Road show. Meeting the community and stakeholders where they are can oftentimes be more effective in reaching a broad audience than only offering meetings at a government building. The road show would be a standard presentation that City staff and/or consultants take to pre-existing meetings of community groups and events. This would largely be focused on the early stages of the project to get the word out and drive newsletter subscriptions. MAKERS expects the City would be active partner in these events to build trust between the City and the community. Depending on the nature of audience, small stipends may be useful to encourage participation.

Major public meetings and workshops. Traditional major meetings will be conducted in-person, possibly with a hybrid/online component depending on the City's technological resources. The format and agenda of these events will be described in more detail as part of the overall engagement strategy. A related optional add-on task is a Storefront Studio, described below.

2.2 VISIONING AND ENGAGEMENT ACTIVITIES.

This subtask implements the strategies and activities of subtask 2.1 above. The precise scope of early visioning and engagement activities will be determined in the public participation strategy and can be adjusted throughout the project at the direction of City staff and based on what the team learns during early engagement. Some major proposed engagement activities are described separately as subtasks such as 2.3, 4.3, and 9.2.

2.3 VISIONING AND CONCEPTS SURVEY.

We suggest at least one survey that asks Kennewick residents their "Loves", "Concerns", and long-term "Hopes" (5-20 years) for the city. We'll likely add other strategic questions on topical issues, such as economic diversification and transportation needs. We recently did this for the Port Angeles Comprehensive Plan and received over 1,400 responses (combined online and paper) which shaped the plan at a strategic, early point in the planning process.

Task 3 – Background Review & Analysis

Simultaneous with Task 2, the team will begin work on the following tasks.

3.1 PLAN AUDIT

The team will review the plan and all of its elements. We will examine the plan with both a big picture lens (overall appearance, usability, organization) and a detailed lens (zooming in to the goals and policies). The audit will specifically evaluate:

- Preliminary document format and organization observations and considerations
- Information and data that is out of date or incorrect, and information available or needed to address it
- Opportunities for text revisions to clarify meaning or use of maps and graphics to convey information more efficiently
- Potential for new and revised goals and policies, those that can be deleted or consolidated based on the City's updated context, and updates to enhance the plan's usability and implementation
- Key policies that warrant clarification, greater detail, or reduced level of detail

3.2 EXISTING CONDITIONS ANALYSIS AND DOCUMENTATION

Team members will collect and review data necessary for the plan update process, including City plans, studies, and tabular and spatial data. The team will also collect data from outside sources where necessary to include the most up-to-date information in the Comprehensive Plan. Key aspects to review:

- Commerce checklists
- Population projects from the Office of Financial Management and housing and job growth allocations from the county
- Land Use element and zoning maps, including the urban growth areas
- Development plan for utilities including sewer, water, and stormwater
- Update the Capital Facilities Plan
- Integrating the regional climate planning work throughout the plan

3.3 LAND CAPACITY AND URBAN GROWTH AREA ANALYSIS

BERK will lead this analysis to assess Kennewick's 20-year capacity for growth in housing and population (including housing serving different income levels) and growth in jobs. The methodology and assumptions will be closely coordinated with City staff, including considerations of infrastructure limitations, real estate market factors, and residential and commercial density assumptions under current zoning. The analysis will follow the latest guidance from the Department of Commerce, including how to consider middle housing and accessory dwelling units. The analysis will assess both the current city limits and also the unincorporated urban growth area, and whether the urban growth area needs to expand to support housing, jobs, or both. This task is budgeted for an initial analysis and one repeat analysis to assess any possible zoning or boundary changes.

Task 4 - Prepare Comprehensive Plan Draft

The team will draft updates to the Comprehensive Plan elements and meet with City staff to brainstorm key refinements to existing goals and policies. Below are preliminary thoughts involving key plan components and elements. We are assuming that the Comprehensive Plan format and organization will not be significantly updated and the original editing file is available for use by the consultant team.

Once the first draft has been completed and published, the team will conduct a workshop to present and evaluate the plan's goals and policies (subtask 4.3). Coordination with the Planning Commission/advisory group in this process will also be essential to share thoughts and provide direction.

4.1 PLAN CONCEPTS

Based on public feedback and the existing conditions work, the consultant team will prepare concepts for updating the Comprehensive Plan vision statement and the major themes and opportunities in each element topic area. This could be incorporated into the introduction of the plan.

4.2 PLAN DRAFTING

Land use element. MAKERS will draft clear, concise goals and policies to reflect Kennewick's desired future. The element will be updated with current land use conditions as well as population, employment, and the results of the land use capacity and urban growth area analysis. Strategic updates to the future land use map and urban growth areas may be a component of this update — perhaps including updated designations and boundaries in coordination with City staff and the county. Another component will be the close examination of the land use categories, which summarize the purpose, principal uses and densities, and implementing zoning for each designation. The updated goals and policies should also integrate community design preferences as well as zone-specific preferences.

Capital facilities element. BERK will provide an updated capital facilities inventory and analysis. This will include facilitating meetings with the City to focus on (1) needs and issues, (2) vision and meeting growth needs, and (3) reviewing the draft plan. The updated element will provide cohesion with utility system plans, transportation plans, and other planning documents. This will enable the creation of an updated capital improvement projects list.

Utilities element. Parametrix will lead this element in coordination with BERK. The objective of this task is to update the following sections:

- Utilities: electricity, telecommunications, and natural gas
- Capital Facilities Section: water, sewer, and stormwater utilities

This will demonstrate the geography of services available today and the planned services and service area, the population considered in the plans, and the relationship to future land use and growth.

Transportation element. Transpo will deliver a multi-modal Transportation element, developed concurrently and in support of the Land Use element. The Transpo team are experts in multi-modal transportation with experience both in Kennewick and communities the City may look to model as growth continues. Discussion of transportation priorities will be integrated into the community engagement program. This element will include:

- Analysis of transit, roadway, and freight systems using available data resources to identify deficiencies and gaps in service
- Multimodal network maps and goals/policies to ensure all user's safety needs are accommodated in a way that maximizes connectivity. This analysis will include a strong focus on systemic safety, creating of low-stress networks, and recognition of the demands of newer modes.

Economic Development element. Although this is not a mandatory element due to lack of specific state funding, the existing Kennewick plan has this element and we encourage it to be updated consistent with the rest of the Comprehensive Plan. BERK will prepare a citywide market analysis and forecast to guide conversations about jobs, housing, and land use conditions across the city. The updated element will emphasize resilience and flexibility, as our economy changes more rapidly than ever before. A long-range plan must balance certainty with adaptability so that it stays relevant now and in the years to come. BERK will address current and emerging economic issues such as the ongoing evolution of online retail, work from home, and post-COVID changes to the business sector. Engagement of the development and business community will also ensure that recommendations are grounded in market and economic reality.

4.3 DRAFT PLAN PUBLIC WORKSHOP

Once the first draft has been completed and published, the team will conduct a workshop to present and evaluate the plan's goals and policies. A combination presentation/open house format usually works best at this juncture. The presentation allows the team to provide an overview of key features, goals, and policies – and to point out special provisions that warrant close review. The open house allows for casual drop-ins as well as more detailed discussions with community members on topics they are most interested in. To replicate the workshop, an additional survey could be made available that provides a remote input opportunity.

Task 5 – Housing Element

The Housing Element is described as a separate task because of the complexity of meeting new GMA requirements and Commerce guidance for housing elements. Our team has deep experience in Housing Elements including the latest updates of the GMA for income-based housing needs analyses. MAKERS and BERK collaborated on the Department of Commerce Guidebooks for Housing Needs Assessments, Housing Action Plans, and Housing Elements.

5.1 HOUSING NEEDS ASSESSMENT, RACIALLY DISPARATE IMPACTS ASSESSMENT, & OTHER ANALYSES

BERK will lead this technical work necessary for GMA compliance and informing updates to housing goals and policies and potential zoning changes. Related to the land capacity analysis, the team will review the capacity for different types of housing in Kennewick and how they relate to the community's needs.

5.2 DRAFT HOUSING ELEMENT

MAKERS will lead the development of the updating housing element, with support from BERK. The team will draft goals and policies to reflect local housing needs and address the region's growing demand for affordable housing. Key topics we anticipate are housing supply and variety (including middle housing), housing affordability, special needs housing, regional collaboration, monitoring, and anti-displacement strategies.

Task 6 – Climate Planning Coordination

Cascadia is well-suited to lead this task because they are working on the regional Tri-Cities climate planning effort. Cascadia will be a liaison to that work to help Kennewick tailor its climate element to local conditions, community priorities, and decision-maker preferences.

TASK 6.1 CLIMATE ENGAGEMENT

This subtask will would provide an opportunity to engage on climate planning intentionally and comprehensively with the Kennewick community.

Objectives of engagement can include collecting additional data regarding local climate vulnerability and risks, vetting specific climate strategies and policies, and/or supporting the City's implementation planning. Potential engagement activities can include:

- Lead or support city-specific climate-related public engagement focused on underserved and/or at-risk groups.
- Could include focus groups, interviews, in-person or virtual public meetings, and/or presentations at existing meetings.

TASK 6.2 REGIONAL CLIMATE PLANNING COORDINATION

Cascadia will provide coordination services between the City of Kennewick and the regional climate planning effort organized by the Benton-Franklin Council of Governments. This will ensure continuity across consultant teams.

TASK 6.3 CLIMATE ELEMENT DRAFTING & REVIEW

Cascadia will build on the regional climate element to provide more locally-specific policies and implementation details. This will also support continuity across the Comprehensive Plan and integrate climate element policies with multiple elements (transportation, land use, etc.).

Task 7 – Critical Areas Ordinance

Parametrix will lead this task.

7.1 BEST AVAILABLE SCIENCE REVIEW & MAPPING

The objective of this subtask is to document Best Available Science (BAS) used in the City's update of critical areas regulations. BAS is based on peer-reviewed literature, standard methods, logical conclusions and quantitative analysis, and reliable references.

This task includes the following:

- Completion of the Department of Commerce Critical Areas checklist and WDFW riparian management zone checklist
- Review of literature and publicly available document of relevant BAS
- Documentation of BAS findings in a short Memorandum
- Update the City's critical areas maps: wetlands, critical aquifer recharge areas (CARAs), frequently flooded areas, geologically hazardous areas, fish and wildlife habitat conservation areas

7.2 CRITICAL AREAS CODE UPDATE.

The objective of this subtask is to update Kennewick Code Chapter 18.58-18.66 to incorporate BAS and comply with the Growth Management Act. This task includes two draft and one final version of critical areas code. This task assumes up to eight virtual meetings with City staff or other agencies to discuss code changes, with up to three Parametrix staff.

Task 8 – Prepare SEPA Documentation

BERK will lead the effort in preparing necessary SEPA analysis and documentation for adoption of the updated plan. The RFP proposes a SEPA checklist. The best approach to this SEPA documentation task will be discussed with staff during contract negotiation. BERK is the region's leader in environmental analysis for a wide variety of communities.

8.1 SEPA CHECKLIST

Given the nature of the City, this plan update, and available budget resources, this scope concurs with the City on anticipating the standard SEPA checklist.

8.2 COMMENT RESPONSES

City staff will provide one round of consolidated comments and BERK will respond and incorporate updates into a final SEPA checklist.

Task 9 – Refinements and Adoption Support

9.1 PREPARE SECOND DRAFT PLAN.

This subtask will incorporate feedback from the public and the advisory group into a full second draft plan.

9.2 PC/CC ADOPTION MEETINGS (UP TO FOUR).

Consultant team guidance at the adoption phase can be critical in clarifying concepts, answering technical questions, and aiding in the necessary refinement of key goals, policies and concepts. This is helpful to ensure internal consistency, to point out implications of various options, provide information on engagement findings, and to ensure that policy language successfully bridges the delicate gap of enough specificity to be useful but avoiding interpretation as a regulation.

The budget assumes the consultant team will be available to attend up to four Planning Commission and/or City Council meetings during the adoption process, and may be available for remote support of other meetings that are led by staff. The MAKERS team has a strong track record in supporting the adoption process with engaging presentations (which often emphasize the importance of responding to public comments made on the draft) and providing in-depth technical memos on key plan components that are useful to decision-making.

Add-On Tasks

These tasks are add-ons, with estimated lump-sum costs based on our experience and the RFP. We expect to have a good discussion on these tasks and the City's needs during the contract negotiation.

10 – Storefront Studio

A Storefront Studio an intensive team workspace and community engagement tool for a Comprehensive Plan. The storefront studio embeds the consultant team in the community to help build awareness of the local context and relationships with participating community members, and gives the community multiple opportunities to participate in the early stages of plan development.

This task requires intensive preparation in advance of the storefront studio dates, with the goal of making the studio as productive as possible. Key work includes securing a venue, event promotion, and preparing print and visual materials to bring into the studio. It is assumed that City staff will be active partner in promoting the storefront studio, and the consultant team would assist in providing promotional materials.

City staff, in collaboration with MAKERS, would procure a space for the studio (ideally at no cost). A storefront-type space that is visible and accessible to community members and stakeholders is most desirable, preferably in downtown though not always possible. Other community work spaces can be workable provided certain space and technology criteria are met (size, restrooms, wi-fi, etc.).

BERK, Parametrix, Cascadia, and TranspoGroup would provide limited strategic support on development of materials and engagement activities. Coordination will be needed on options for these consultant team members to help staff the studio depending on the City's objectives.

11 – Additional in-person engagement

This is an open-ended task that supports additional travel by MAKERS staff to facilitate in-person engagement on the Comprehensive Plan at any stage. This could include anything from attendance at neighborhood/community meetings and tabling events, presentations to civic groups, additional stakeholder interviews, or additional adoption support. The scope and timing of this task can be discussed during contract negotiations.

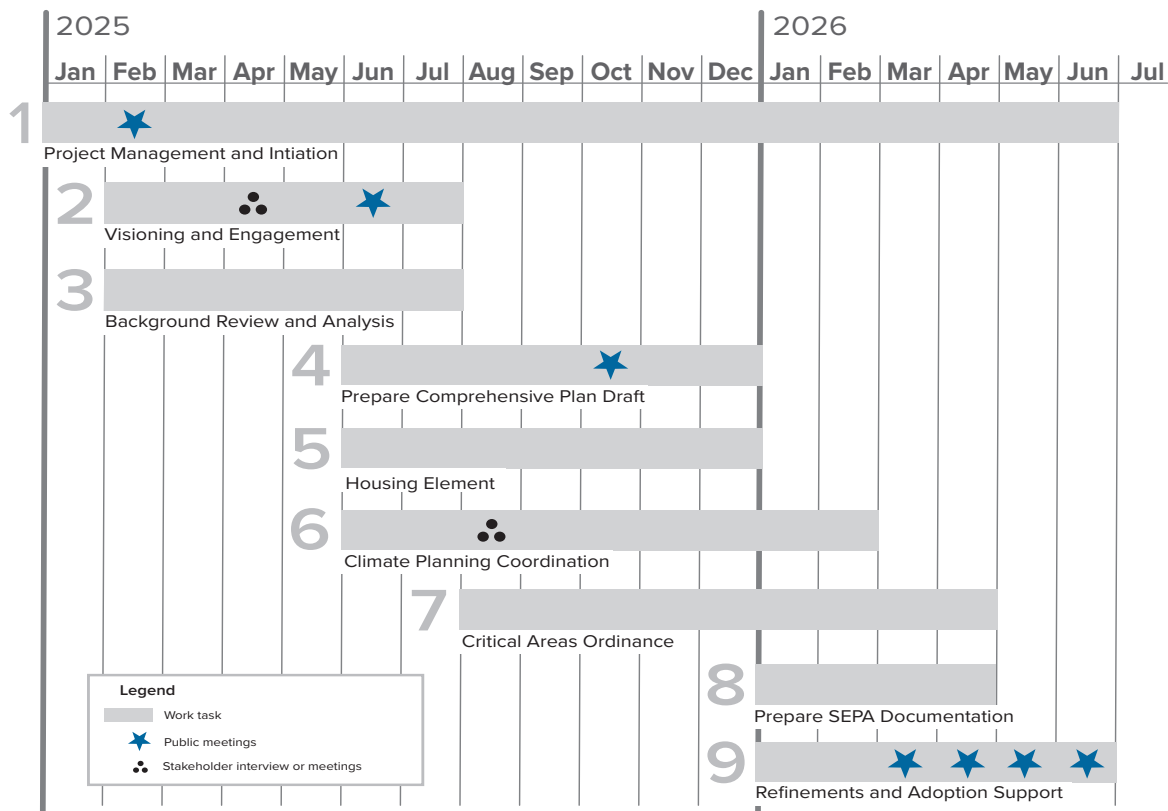
12 – PARKS AND RECREATION ELEMENT

Although this is not a mandatory element due to lack of specific state funding, MAKERS and BERK can consult with City staff on the feasibility and need for this element separate from Capital Facilities and Land Use. This element could use available information from public agencies providing park facilities, and would include an inventory, identify levels of service, and goals and policies that address facilities and services for residents and visitors.



A storefront studio event led by MAKERS in Port Angeles.

Project Schedule



References

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CASCADIA

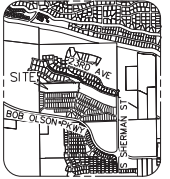
Washington Department of Commerce

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Council Agenda Coversheet	Item Number: 4.h. Date: 2/4/2025 Item Type: Final Plat	Category: Consent Agenda
	Subject: Final Plat: Approval of Sherman Heights Phase 4, SUB-2024-0012, at 7088 W 24th Ave Department: Community Planning Permit #: SUB-2024-0012	
<u>Recommendation</u> Staff recommends Council approval of the final plat and authorize the Mayor (or Mayor Pro Tem) to sign it contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. <u>Motion for Consideration</u> Motion to approve the Final Plat of Sherman Heights Phase 4 and authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the plat, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. <u>Summary</u> A Final Plat Application for Sherman Heights Phase 4 was submitted by Hayden Homes, c/o Matt Smith. The plat consists of 32 lots and four tracts on 9.85 acres. The plat is generally located at 7088 W 24th Avenue and is zoned Residential, Low (RL), with a 7,500 square foot minimum lot size. The subdivision's smallest lot is 7,879 square feet, the largest lot is 21,889 square feet, and the average lot size is 10,748 square feet. The Preliminary Plat of Sherman Heights was approved by the Hearings Examiner on March 22, 2021. Staff reviewed the final plat application and found it to be in conformance with all applicable city development regulations. Prior to signing the final plat, the outstanding conditions will be met, in addition to payment of fees and bonding for incomplete sidewalk and landscape work. Following Council approval and plat signatures, the plat can be recorded and lots sold to individual owners. <u>Alternatives</u> No alternatives were reviewed or are recommended, the applicant has met the required development regulations. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Final Plat		

THE FINAL PLAT OF SHERMAN HEIGHTS PHASE 4

SW 1/4 OF SEC. 08, T.08N., R.29E., W.M.,
CITY OF KENNEWICK,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	25.19	150.00	9°37'14"	S04°28'02"W	25.16
C2	207.14	150.00	79°07'15"	S48°50'17"W	191.07
C3	71.51	500.00	8°11'39"	N87°30'17"W	71.45
C4	49.54	500.00	5°40'35"	N80°34'10"W	49.52
C5	48.61	500.00	5°34'13"	N09°22'41"E	48.59
C6	41.75	25.00	95°40'33"	S54°25'51"W	37.07
C7	36.99	520.00	4°04'34"	N79°46'09"W	36.99
C8	41.75	25.00	95°40'36"	N41°14'43"W	37.06
C9	80.51	520.00	8°52'15"	N86°14'34"W	80.43
C10	8.38	520.00	0°55'25"	S88°51'36"W	8.38
C11	8.21	130.00	3°37'05"	S06°49'38"W	8.21
C12	181.39	130.00	79°56'40"	S44°59'25"W	167.03
C13	7.80	130.00	3°26'09"	S86°40'49"W	7.79
C14	52.31	170.00	17°37'53"	S18°35'00"W	52.11
C15	39.01	170.00	13°08'50"	S33°58'22"W	38.92
C16	15.02	170.00	5°03'45"	S43°04'40"W	15.02
C17	54.09	170.00	18°13'43"	S54°43'24"W	53.86
C18	58.78	170.00	19°48'35"	S73°44'34"W	58.48
C19	14.10	170.00	4°45'03"	S86°01'23"W	14.09
C20	120.12	500.00	13°45'54"	N84°43'09"W	119.83

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	5.04	N06°35'35"E
L2	31.05	S46°35'37"E
L3	40.00	N12°16'08"E
L4	40.00	S83°24'25"E
L5	11.81	N06°35'35"E
L6	40.11	S76°33'45"E
L7	15.00	S88°23'54"W
L8	15.00	S88°23'54"W
L9	21.56	S00°18'37"E
L10	115.01	S01°36'06"E
L11	115.01	S01°36'06"E

RIGHT-OF-WAY AND EASEMENT NOTES

1. = HEREBY DEDICATED RIGHT-OF-WAY
2. = EXISTING RIGHT-OF-WAY, BY SHERMAN HEIGHTS PHASES 2 & 3
3. = HEREBY DEDICATED PRIVATE JOINT ACCESS EASEMENT
4. = HEREBY DEDICATED PUBLIC SIDEWALK, IRRIGATION AND UTILITY EASEMENT
5. = HEREBY DEDICATED PRIVATE DRAINAGE EASEMENT (3' ALONG SIDELINES AND 4' ALONG BACK LOT LINES)
6. = EXISTING PUBLIC SIDEWALK, IRRIGATION AND UTILITY EASEMENT, BY SHERMAN HEIGHTS PHASES 2 & 3
7. = EXISTING PRIVATE DRAINAGE EASEMENT, BY SHERMAN HEIGHTS PHASES 2 & 3
8. = EXISTING TEMPORARY ACCESS EASEMENT, BY SHERMAN HEIGHTS PHASE 1
9. = EXISTING UTILITY EASEMENT AF#2012-007466; 2012-007465
10. = EXISTING TEMPORARY TURNAROUND & UTILITY EASEMENT AF#2023-023906
11. = EXISTING PUD EASEMENT PER SHORT PLAT AF#190269
12. = EXISTING PUD EASEMENT PER SHORT PLAT VOL. 1 PAGE 3488, AF#2016-007168.

SURVEYOR'S CERTIFICATE:

I, DEREK C. INGALSBEE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "SHERMAN HEIGHTS PHASE 4", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBEE LS46886

DATE



INDEX

W	1/4	SEC	T.	R.
08	08N	29E		

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ MINUTES PAST _____, M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____ AT THE REQUEST OF DEREK C. INGALSBEE, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY _____ FEE NO. _____

LEGEND

- ⊙ = SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- ⊙ = SET CASED BRASS CAP LS46886
- ⊙ = FOUND 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- ⊙ = FOUND AS INDICATED
- B.O.B. = BASIS OF BEARING
- ⊙ = NOT FOUND OR SET
- ⊙ = FOUND MONUMENT LS46886
- ⊙ = FOUND MONUMENT AS INDICATED
- [[#]] = ADDRESSES
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE

FINAL PLAT FOR



STRATTON SURVEYING & MAPPING P.C.

313 NORTH MORAIN STREET
KENNEWICK, WA 98336
(509) 735-7364
www.strattonsurvey.com

5866FP4.DWG	© 2024
DATE: 06/28/24	SHT. 1 OF 3
DRAWN BY: DCI	JOB # 5866

Council Agenda Coversheet	Item Number: 4.i. Date: 2/4/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: Amending the WWTP Phase 2 Upgrades - Owners Rep Contract with J-U-B Engineers, Inc. Supplemental Agreement #4 Department: Public Works Project #: P1605-22CS	
<u>Recommendation</u>		
Staff recommends City Council approve Supplemental Agreement No. 4 with J-U-B Engineering, Inc., as the owners rep, for the WWTP Phase 2 Upgrades Progressive Design Build alternative delivery project.		
<u>Motion for Consideration</u>		
Motion to approve the J-U-B Engineers, Inc. Supplemental Agreement No. 4 for the WWTP Phase 2 upgrades as presented.		
<u>Summary</u>		
In July of 2021, the City presented to the State of Washington's Capital Projects Advisory Review Board - Project Review Committee (PRC) seeking authorization to deliver the WWTP Phase 2, Florida Green treatment process by way of Progressive Design Build (PDB) alternative delivery method. On July 23, 2021, the City was granted authorization by the PRC to proceed and follow the State's established regulatory criteria as outlined in RCW 39.10.280. The original agreement signed on March 10, 2022, authorized JUB to provide PDB owner's rep assistance. Supplemental Agreement No. 1 signed on June 7, 2022 provided for additional scope not included in the original agreement. Supplemental Agreement No. 2 signed on March 21, 2023 provided for additional scope not included in the original agreement. Supplemental Agreement No. 3 signed on July 2, 2024 extended the contract termination date through the end of the "Step 1" Design Phase of the project. This Supplemental Agreement No. 4 extends the contract termination date through the end of the "Step 2" Construction Phase of the project and re-allocates remaining original fee towards future construction related sub tasks, which include outside legal counsel contract assistance, construction support, funding assistance, and project O&M manual updates.		
<u>Alternatives</u>		
None recommended.		
<u>Fiscal Impact</u>		
Water and Sewer Fund Original Professional Services Agreement: \$ 98,800 Supplemental Agreement No. 1: \$ 30,000 Supplemental Agreement No. 2: \$ 481,700 Supplemental Agreement No. 3: \$ 0 Supplemental Agreement No. 4: \$ 0 Total: \$ 610,500		
<u>Attachments:</u>		
1. Agreement		

SUPPLEMENTAL AGREEMENT #4
Between Owner and Consultant

P2209, WWTP PHASE 2 UPGRADES – OWNERS REP

THIS SUPPLEMENTAL AGREEMENT, entered into this 4th February, 2025 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and J-U-B Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter called the "CONSULTANT").

WITNESSETH:

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

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

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

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #3, dated July 2, 2024 for additional time for completion; and

WHEREAS, both parties desire to supplement said Agreement by re-allocating remaining original fee towards future construction related sub tasks and by extending the contract termination date;

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

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

CONSULTANT agrees to use best efforts to complete all work described under the original Agreement and previous Supplemental Agreements by **December 31st, 2026**.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement #4 as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Erin Erdman, City Manager

Alex Fazzari, P.E., Area Manager



CLIENT:	City of Kennewick
Project Name:	WWTP Phase 2 Upgrades – Owners Rep
J-U-B Project Number:	30-22-021

1. **Amendments.** The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated March 10, 2022. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

This amendment extends the contract expiration date to December 31, 2026.

This amendment keeps the same total contract dollar amount (\$610, 500) and redistributes un-used budget into the new task 400 – “Owners Representative Construction”.

Task 400 consists of the following subtasks with initial budget assigned:

Sub Task 001 "PDB Questions", \$50,000.

Sub Task 002 "Construction Assistance", \$101,176.36.

Sub Task 003 “ECY Funding”, \$10,000.

Sub Task 004 "O&M Manual Update", \$90,000.

Sub Task 005 "Layne Powell", \$50,000.

J-U-B may alter the distribution of compensation between individual tasks/subtasks to be consistent with services actually rendered while not exceeding the total project amount.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name

Date _____

3. **Payment for Amendments.** Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

No Change in Total Budget.

Council Agenda Coversheet	Item Number: 4.j. Date: 2/4/2025 Item Type: Contract/Agreement/Lease Subject: Contract: Amending the Zone 3 West Transmission Pipeline with HDR Engineering, Inc., Supplemental Agreement #2 Department: Public Works Project #: P1905	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends that City Council approve Supplemental Agreement No. 2 with HDR Engineering, Inc., for the design of the Zone 3 West Transmission Pipeline project (P1905) as presented. <u>Motion for Consideration</u> Motion to approve the Supplemental Agreement No. 2 with HDR Engineering, Inc., for the design of the Zone 3 West Transmission Pipeline project (P1905) as presented. <u>Summary</u> The City currently routes water to the Kansas Reservoir by pumping water from the 18th & Kellogg Reservoir to the Irving Reservoir, where it is then cycled to the Kansas reservoir. This current configuration does not allow water to move efficiently to the Kansas reservoir. As part of the 18th and Kellogg Reservoir Replacement project, the City added a pump station that included pumps dedicated to delivering water directly to the Kansas Reservoir. The Zone 3 West Transmission Pipeline project will provide a new 2-mile long 20-inch diameter transmission main (zone 3) connecting the 18th and Kellogg booster pump station with the Kansas Reservoir. The original Professional Service Agreement (PSA) signed on March 5, 2019 authorized HDR Engineering, Inc. to perform preliminary design work for the Zone 3 West Transmission Pipeline. Supplemental Agreement No. 1 signed on August 15, 2023, authorized HDR Engineering, Inc. to perform a detailed design through construction for the Zone 3 West Transmission Pipeline. Supplemental No. 1 included design in the previous alignment, south of KID's Division 4 canal. Supplemental Agreement No. 2 authorizes HDR Engineering, Inc. to perform a detailed design through construction for the Zone 3 West Transmission Pipeline, to include Phase 1 and Phase 2 combined into a single design and construction contract. Supplemental No. 2 provides for additional design fees to complete the design north of the original alignment, now parallel to KID's Highland canal. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> Water and Sewer Fund Original Professional Service Agreement: \$ 99,600.00 Supplemental Agreement No. 1: \$ 207,203.00 Supplemental Agreement No. 2: \$ 145,964.00 Total: \$ 452,749.00		
<u>Attachments:</u> 1. Agreement		

SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant

P-1905, ZONE 3 WEST TRANSMISSION PIPELINE

THIS SUPPLEMENTAL AGREEMENT, entered into this 4th day of February, 2025 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc., 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the Zone 3 West Transmission Pipeline, said agreement being dated March 5, 2019; and

WHEREAS, both parties previously added supplement #1 to said Agreement by expanding the Scope to provide detailed design for a phased approach for professional engineering services for the Zone 3 West Transmission Pipeline, said supplement being dated August 15th, 2023; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Exhibit A2, Scope of Services (attached).

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

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

CONSULTANT agrees to use best efforts to complete all work described in Exhibit A2 under this agreement by **July 31st, 2026**.

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

The CONSULTANT shall be paid **Time & Materials with a total amount of \$452,749** by the Owner to complete design services described in Exhibit A of the original agreement and in Exhibit A2 of Supplemental Agreement No. 2 (attached).

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

CITY OF KENNEWICK, WASHINGTON

HDR ENGINEERING, INC.

Erin Erdman, City Manager

Rob Berman, Sr. Vice President

EXHIBIT A2

City of Kennewick, Washington Zone 3 West Transmission Pipeline Detailed Design

**Amendment #2 to
Scope of Services**

January 2025



**2805 Saint Andrews Loop,
Suite A,
Pasco, WA 99301-6121
(509) 546-2040**

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Attachment 1: Schedule

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Kennewick (City) currently routes water to the Kansas reservoir by pumping water from the 18th & Kellogg Reservoir to the Irving Reservoir, where it is then cycled to the Kansas reservoir. This current configuration needs to transfer water more directly to the Kansas reservoir. As part of the 18th & Kellogg Reservoir Replacement project, the City added a pump station that included pumps dedicated to delivering water directly to the Kansas reservoir. The design and construction of the connecting transmission line has been divided into Phase 1 and Phase 2. Phase 1 was completed under Amendment 1. This project, under Amendment 2, will provide the design and construction for Phase 2, approximately 6,800 feet long, 20-inch diameter class 50 ductile iron pipe Zone 3 West transmission pipeline with an estimated operating pressure of 65 psi. This transmission pipeline will connect the eastern end of Phase 1 with the 18th and Kellogg reservoir. To accomplish this, the City intends to utilize professional engineering services to deliver the project in the following tasks:

- Task 100 – Project Management and Meetings
- Task 300 – Detailed Design
- Task 400– Bid Support Services

Scope of Services

Task 100 Project Management and Meetings

Objective

The purpose of this task is to monitor, and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

Under this amendment, HDR will continue to provide project management services as described in the original Scope of Services for the revised term of this agreement.

City Responsibilities

No changes to Client Responsibilities

Assumptions

1. The project duration will be extended to July, 2026.

Deliverables

1. Monthly progress reporting will continue through revised end of project as outlined in the original contract.

Task 300 Detailed Design**Subtask 320 Contract Document Development****Objective**

HDR will prepare Contract Documents for the construction of the Zone 3, Phase 2 West transmission pipeline.

HDR Services

1. Review existing utility pothole information
2. Develop the transmission line plan and profile based on the schematic alignment provided by the City of Kennewick (City).
3. Prepare thrust restraint calculations in accordance with City requirements.
4. Verify size and location of air release and vacuum relief valves based on 60% design recommendations.
5. Design Documents.
 - a. HDR will submit 60%, 90%, and final design documents to the City.
 - b. Design drawings will be provided to the City as half-sized format PDF files.
 - c. Technical specifications (Division 01 through 46) shall be provided in Microsoft Word format.
6. Opinion of Probable Construction Cost (OPCC).
 - a. HDR will develop a Class 3 OPCC (+30% to -20% range of accuracy) for the 60% design documents and a Class 2 OPCC (+20% to -15% range of accuracy) for the 90% and final design documents.
7. Submittals and Document Finalization.
 - a. HDR will submit design documents to the City for review at the 60% and 90% design stages. HDR will review and provide responses for City comments. The Final submittal is for the City to verify that changes have been incorporated and City comments have been addressed, it is anticipated that there will be no changes to the Final design documents to prepare the final sealed Contract Document package.
8. Comment Review Meetings.
 - a. HDR will hold one 2-hour virtual comment review meetings with the City after the review and comment period of the 60% and 90% design documents.
9. Internal coordination meetings
 - a. Conduct internal bi-weekly virtual coordination meetings with the design team leads during the design phase.

City Responsibilities

1. Perform potholing along the alignment and furnish existing utility data to HDR with northing, easting and elevation data.
2. Provide existing grade elevations and utility survey data along the alignment.
3. Provide horizontal and vertical locations of the completed utility potholes.

4. Compile the final specification set incorporating the technical specifications prepared by HDR. Compile City review comments into one consolidated package for HDR. The City will provide consolidated review comments at the 60%, 90% and final review stages within two weeks of design document transmittal.
5. Prepare for and participate in virtual meetings.

Assumptions

1. Additional survey will be performed and provided by the City of Kennewick within 2-weeks of request.
2. Cathodic protection requirements will be determined as part of the corrosion testing in Task 330 of this Amendment to the Scope of Services. Additional protective measures beyond wrapping the pipeline in polyethylene will be evaluated after the results from the corrosion testing are known and are not included in this Amendment to the Scope of Services.
3. Access road design is not included. Surface will be restored to existing conditions.
4. Project specifications will utilize the current City of Kennewick Standard Specifications and Details to the extent possible. Modifications or additions to the City of Kennewick Standard Specifications will be incorporated into the project through special provisions.
5. Piping restraint design will consider mechanically restrained joints in lieu of concrete thrust blocking where applicable.
6. Up to two (2) HDR staff will attend comment review meetings. Team members not local to the area will attend via teleconference.
7. The final design documents submittal does not require an additional review meeting.
8. There will be a maximum of twelve (12) internal bi-weekly coordination meetings. Internal meetings will require up to 1/2-hour per meeting and be attended by up to three (3) HDR staff each.
9. HDR understands that the Real Estate Management and Coordination efforts will be completed and conducted by the City and is not part of this Amendment to the Scope of Services. HDR will rely on the accuracy and completeness of the information provided for the project and no additional efforts will be required of HDR for this.
10. HDR understands that the property acquisitions and easement securities along proposed alignment will be completed by the City and is not part of this Amendment to the Scope of Services. HDR will rely on the accuracy and completeness of the information provided for the project and no additional efforts will be required of HDR.
11. HDR understands that the survey services, data collection, and utility identification will be completed and conducted by the City and is not part of this Amendment to the Scope of Services. HDR will rely on the accuracy and completeness of the data collected for the project and no additional efforts will be required of HDR for this.
12. HDR understands that permit related coordination and procurement will be completed and conducted by the City. This includes permitting with Williams Gas crossings. HDR will provide drawings needed for permitting requirements that are identified within Attachment 2.
13. Drawing horizontal scale will be 1" = 40' and drawing vertical scale will be 1" = 10'.

Deliverables

1. 60% Design Drawings, Specifications, and OPCC in PDF format.
2. 90% Design Drawings, Specifications, and OPCC in PDF format.

3. Final Design Drawings, Specifications, and OPCC in PDF format.
4. Final, sealed Contract Documents in PDF format.
5. 60% and 90% comment resolution summary provided as a PDF document.
6. 60% and 90% comment review meeting agendas and notes provided as a PDF document.

Subtask 330 Geotechnical Investigations

Objective

Explore subsurface conditions along the pipeline alignment with drilled . Results from the proposed and available existing subsurface data will be used to characterize the subsurface conditions along the alignment for geotechnical engineering analysis and to develop geotechnical recommendations for the design and construction of the pipeline on the proposed alignment.

HDR Services

1. Coordinate geotechnical design requirements with the subconsultant.
2. Attend and participate in geotechnical investigation coordination meeting.
3. Review and provide comments for Geotechnical Summary Report.

Sub-Consultant Services - Geotechnical Services

HDR will contract with GPI to provide the following Geotechnical services:

1. Meet with City to discuss site access, exploration activities, geotechnical requirements, and other project details as necessary. 1 in-person meeting in Kennewick and 1 virtual meeting. HDR will attend each virtually.
2. Prepare project specific safety plan and job hazard analysis (JHA) documents. These documents will describe anticipated hazards that may be encountered during field work, and planned approach to safety throughout field activities.
3. Coordinate exploration with Washington Utility Notification Center to mark out public utilities along the planned alignment prior to exploration. City will coordinate site access permissions for our crews and equipment.
4. Perform subsurface exploration along planned improvement alignment via 3 soil borings extending approximately 15 feet below the ground surface or to refusal on bedrock, coarse gravel and cobbles, debris, or other obstructions. Coring equipment will not be used to penetrate refusal material. Exploration will be performed with a drill rig subcontracted directly by GPI.

Standard penetration test (SPT) samples will be obtained from borings at approximate 2.5- to 5-foot intervals, and the subsurface conditions will be visually described, classified, and logged. We will record depth to groundwater and bedrock in explorations, if encountered. Samples will be transported to our local laboratory for subsequent testing.

5. Borings will be loosely backfilled with site soil and pugged with bentonite upon completing exploration. Where borings penetrate existing asphalt, they will receive a cold asphalt patch at the surface. We recommend boring locations be surveyed. Surface damage in exploration locations must be anticipated as part of exploration. Excess soil from exploration will remain on site. Perform laboratory testing on soil samples collected from exploration referencing ASTM International test standards. Laboratory test results will be used to correlate to soil engineering characteristics. Depending on the conditions encountered, laboratory testing is anticipated to include the following:

-
- a. Natural Moisture Content (estimate 6 tests)
 - b. Grain Size Distribution (estimate 1 test)
 - c. Atterberg Limits (estimate 1 test)
 - d. Modified Proctor (estimate 1 test)
6. Review field and laboratory data and perform analyses to provide geotechnical construction characteristics for the following project aspects:
- a. Earthwork
 - i. Excavation characteristics
 - 1. Potential for encountering bedrock, boulders or other refusal material
 - 2. Anticipated groundwater impacts
 - 3. Excavation sidewall considerations
 - b. Cut & Cover Utility Trench Construction
 - i. Bedding material requirements
 - ii. Trench backfill requirements
 - iii. Compaction criteria
 - iv. Reusability of on-site soil
 - v. Groundwater considerations
 - c. Geotechnical design continuity
7. Provide a draft copy of geotechnical summary report for review by City. This report will include exploration logs, laboratory test results, geotechnical engineering opinions and recommendations, as well as schematics necessary to illustrate our geologic and/or geotechnical recommendations.
8. Meet with City to discuss geotechnical findings and opinions and to review geotechnical deliverable comments. Estimate 1 in-person meeting in Kennewick and 1 virtual meeting. HDR will attend each virtually.
9. Incorporate City comments on our draft deliverable and issue a final, revised deliverable for use for use by City.
10. Assist during project bidding and construction to respond to bidder questions, review bid addenda, review submittals and respond to requests for information (RFI).

City Responsibilities

- 1. Drilling assistance for management of cuttings and coordinating with residents and landowners, if required.
- 2. Review geotechnical and corrosivity reports.
- 3. Obtain and provide Right of Entry Agreements and required permitting for geotechnical field work required.
- 4. Host and participate in investigation coordination meeting.
- 5. Host and participate in Geotechnical report review meeting

Assumptions

1. Geotechnical investigation coordination meeting will be 1-hour and require up to one (1) HDR and one (1) GPI staff member in-person.
2. Private property Owners will provide indication of utility locations within their respective property.
3. Because explorations are planned on the existing access road south of the KID canal and not within public streets, we do not anticipate traffic control will be required.
4. Private utility locating services do not guarantee avoiding damage to existing subsurface utilities associated with exploration. However, this service can reduce the risk of encountering unforeseen subsurface features during exploration. Whether relying on public or private utility locating, drillers cannot be responsible for damage or repair to mis- or unlocated utilities due to exploration.
5. Cultural resources are not anticipated along the selected alignment and monitoring is not included in this Amendment to the Scope of Services.
6. Trenchless technologies will not be incorporated into the design and/or investigation efforts.
7. Drill cuttings from borings will be collected into a 55-gallon drum which will be delivered and dumped at a City designated site upon completion of fieldwork.
8. Drilled borings will be backfilled in accordance with Washington State Department of Ecology requirements.
9. The Geotechnical Engineer will record groundwater depth, if and where encountered.
10. The Geotechnical Engineer or Geologist will lead the field exercises and monitor data acquisition.
11. The Geotechnical Summary Report will be finalized and incorporated as part of the Contract Documents.
12. The draft Geotechnical Engineering Report will include soil corrosivity findings and will be provided as electronic PDF files.
13. The City will obtain Right of Entry Agreements for geotechnical field work to be performed on properties as required.
14. The City will provide summarized and consolidated review comments to HDR for the draft Geotechnical Data Report.

Deliverables

1. Draft and final Geotechnical Summary Report.

Task 400 Bid Support Services

Objective

No change per this addendum.

HDR Services

1. No change per this addendum.

City Responsibilities

1. No change per this addendum.

Assumptions

1. A portion of the original Task 400 budget was expended during the design phase of the project. A budget of \$795.06 is required to restore the task total to support the future bidding phase.

Deliverables

1. No change per this addendum.

Task 500 Construction Support Services**Objective**

No change per this addendum.

HDR Services

1. No change per this addendum.

City Responsibilities

1. No change per this addendum.

Assumptions

1. No change per this addendum.

Deliverables

1. No change per this addendum.

Task 600 Construction Close-Out**Objective**

No change per this addendum.

HDR Services

1. No change per this addendum.

City Responsibilities

1. No change per this addendum.

Assumptions

1. No change per this addendum.

Deliverables

1. No change per this addendum.

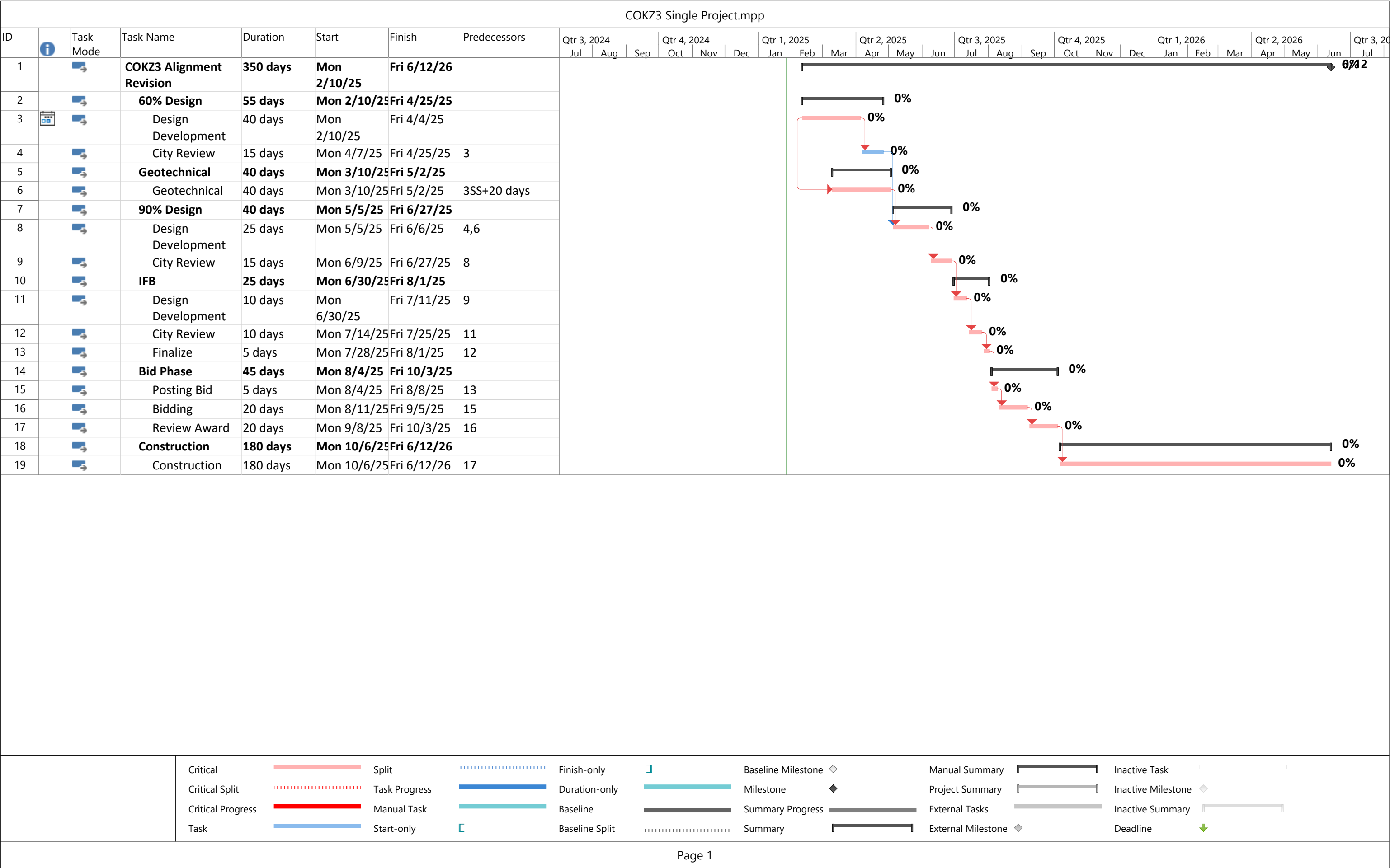
Schedule

The estimated project schedule is included in Attachment 1.

Fee

Task	Current Contract Amount	Fee Remaining as of November 5, 2024	Requested Fee for Amendment 2	Task Total
100 – Project Management	\$16,658.00	\$5,304.44	\$16,304.00	\$32,962.00
300 – Detailed Design	\$166,594.00	-\$4,901.59	\$128,865.00	\$296,456.00
400 – Bid Support Services	\$8,485.00	\$7,689.94	\$795.06	\$89,280.06
500 – Construction Support Services	\$11,768	\$11,768	\$0	\$11,768.00
600 – Construction Close-Out	\$3,698	\$3,698	\$0	\$3,698.00
Total	\$207,203.00	\$23,558.79	\$145,964.06	\$353,167.06

Attachment 1: Schedule



Council Agenda Coversheet	Item Number: 4.k. Date: 2/4/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Disbursement Agreement: Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center Department: City Manager	
<u>Recommendation</u> Staff recommends Council approve the agreement as presented. <u>Motion for Consideration</u> Motion to approve the Rural County Capital Funds (RCCF) Disbursement Agreement with Benton County for the Three Rivers Convention Center as presented. <u>Summary</u> The Rural County Capital Fund (RCCF) is supported by a rebate from the Washington State Sales Tax at a rate of 0.09 percent. This rebate does not represent a new or additional tax. The funds generated are either utilized by Benton County or distributed to local government partners within the community for approved economic development projects. Under typical economic conditions, the RCCF reserve grows by approximately \$300,000 monthly. This amount is divided among five cities, two ports, and Benton County. As of November 24, 2024, the City of Kennewick has accumulated \$7,081,766 in RCCF funds. The attached agreement proposes the allocation of \$7 million from the City of Kennewick's RCCF for the construction of the Three Rivers Convention Center Expansion. Upon the City Council's approval of this Disbursement Agreement, it will be forwarded to the County Commissioners for their approval. <u>Alternatives</u> <u>Fiscal Impact</u> Provides \$7,000,000 for the construction of the Three Rivers Convention Center Expansion		
<u>Attachments:</u> 1. Agreement		

DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement between Benton County (hereinafter “County”) and the City of Kennewick (hereinafter “City”) shall be effective upon execution by both Parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter “Fund”) after April 1, 2016 for the financing of certain “public facilities [projects] serving economic development purposes” as contemplated by Revised Code of Washington (RCW) 82.14.370, and in conformance with Resolution 2017-103, adopted January 31, 2017; and

WHEREAS, the County and the City are authorized, including under Chapter 39.34 RCW, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the Three Rivers Convention Center (“Convention Center”) located at 7016 West Grandridge Boulevard in Kennewick opened in 2004 as a joint City of Kennewick and Kennewick Public Facilities District (“District”) operation with major renovations in 2017 and 2018; and

WHEREAS, the City and the District are undertaking a major expansion of the Convention Center facility consisting of construction that will add approximately 115,000 square feet of new floor space, including a 60,000-square foot exhibit hall, 20,000 square feet of public lobby and concourse area, and 35,000 square feet of new support and back-of-house space; and

WHEREAS, specifically, the costs of the site demolition, parking lot construction, utilities infrastructure, and foundation package will be features of the early construction phases covered by this Agreement and other construction expenses necessary to complete the expansion, and will be referred to as the “Three Rivers Convention Center Expansion,” and hereafter referenced as the “Project”; and

WHEREAS, the expansion is not simply just an enlargement and renovation of the facility, but changes the category of the Convention Center and the types of events it will be able to attract and host, in addition to the adjacent spinoff effects for which it will be a catalyst, including a new hotel and a new 40,000-square foot commercial space, each privately-funded and each of which will be constructed adjacent to the expanded Convention Center; and

WHEREAS, the City has requested seven million dollars (\$7,000,000) for the Project, and the requested funding amount is currently available within the City’s Fund allocation; and

WHEREAS, the City’s seven million dollar (\$7,000,000)-request leverages an anticipated thirteen million dollars (\$13,000,000) derived from its own funds, plus financing of an anticipated additional fifty-one million dollars (\$51,000,000) for a total Project budget of seventy-one million dollars (\$71,000,000); and

WHEREAS, the County’s evaluation of the Project confirms funding eligibility.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree as follows:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to seven million dollars (\$7,000,000) of qualified direct costs incurred by the City for the Project between the date of the execution of this Agreement and December 31, 2027; contingent upon: (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The Parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.
5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place – Suite E333
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

City of Kennewick
Post Office Box 6108
Kennewick, Washington 99336
7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.
8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three (3) years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to December 31, 2027, and correlating invoices that are received by the County prior to March 30, 2028. After March 30, 2028, while the County's rights under this Agreement shall continue, the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.
16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

CITY OF KENNEWICK

Jerome Delvin, Commission Chairman

Gretl Crawford, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk to the Board

City Clerk

APPROVED AS TO FORM:



Chief Deputy Prosecuting Attorney

APPROVED AS TO FORM:

City Attorney

Council Agenda Coversheet 	Item Number: 5.a. Date: 2/4/2025 Item Type: Ordinance Subject: Ordinance: Change of Zone from CO to CG at 1826 and 1838 S Washington Street (COZ-2024-0002) Department: Community Planning Ordinance #: Permit #: COZ-2024-0002	Category: Ordinance Quasi-Judicial
<u>Recommendation</u> The Planning Commission recommends that City Council concur with the findings and conclusions contained in the Planning Commission Action Summary for COZ-2024-0002. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> Staff reviewed the application and conducted an analysis. Based on the intensity of the permitted uses in CG Zone, as opposed to the CO Zone, and the property's proximity to residential neighborhoods, staff recommended denial of the application to the Planning Commission. The Planning Commission reviewed the record, listened to the staff presentation and took testimony from the applicant and property owner. No additional public testimony was presented at the hearing. After discussing amongst themselves and asking questions of staff, the Planning Commission proposed a motion to approve the amendment. The Planning Commission voted 3 to 1 to recommend approval to City Council. <u>Alternatives</u> The alternative is to deny to the Change of Zone or change to a zone less intense than CG such as CC. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Ordinance 2. Presentation 3. Staff Report 4. Site Map 5. PC Action Summary 6. PC Minutes		

CITY OF KENNEWICK
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 1826 AND 1838 S. WASHINGTON STREET FROM
COMMERCIAL, OFFICE (CO) TO COMMERCIAL, GENERAL (CG) (COZ
2024-0002, Knutzen Engineering, c/o Paul Knutzen)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Commercial, Office (CO) to Commercial, General (CG) for the real property described as follows:

Parcel No. 1-1289-1BP-6030-002:

LOT 1

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH 00°38'31" EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH 89°24'19" WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°42'18" WEST FOR 30.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH 00°42'18" WEST FOR 100.00 FEET; THENCE NORTH 89°34'03" EAST FOR 180.00 FEET TO INTERSECT THE EAST LINE OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EASE LINE AND RIGHT OF WAY SOUTH 00°42'18" EAST FOR 72.54 FEET TO THE START OF A 30.00 FOOT RADIUS CURVE (WHOSE RADIUS BEARS SOUTH 89°17'42" WEST); THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 91°17'59" AN ARC LENGTH OF 47.80 FEET SAID POINT OF BEING ON THE NORTH RIGHT OF WAY

LINE OF WEST 19TH AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°24'19" WEST FOR 149.36 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.42 ACRES EQUALS TO 18,087 SQUARE FEET

Parcel No. 1-12891BP-6030-001:

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO.1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH 00°38'31" EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH 89°24'19" WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°42'18" WEST FOR 130.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH 00°42'18" WEST FOR 200.53 FEET TO INTERSECT THE NORTH LINE OF SAID TRACT 1; THENCE ALONG SAID NORTH LINE SOUTH 89°24'59" EAST FOR 180.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EAST LINE AND RIGHT OF WAY, SOUTH 00°42'18" EAST FOR 197.33 FEET THENCE LEAVING SAID EAST LINE AND RIGHT OF WAY SOUTH 89°34'03" WEST FOR 180.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.82 ACRES EQUALS TO 35,807 SQUARE FEET

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 4th day of February 2025, and signed in authentication of its passage this 4th day of February 2025.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL JOHNSTON,
City Clerk

ORDINANCE NO. 25-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
4th day of February 2025

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL JOHNSTON,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Meeting

CHANGE of ZONE COZ-2024-0002

JANUARY 6, 2025



Application Summary

Applicant: Knutzen Engineering, c/o Paul Knutzen

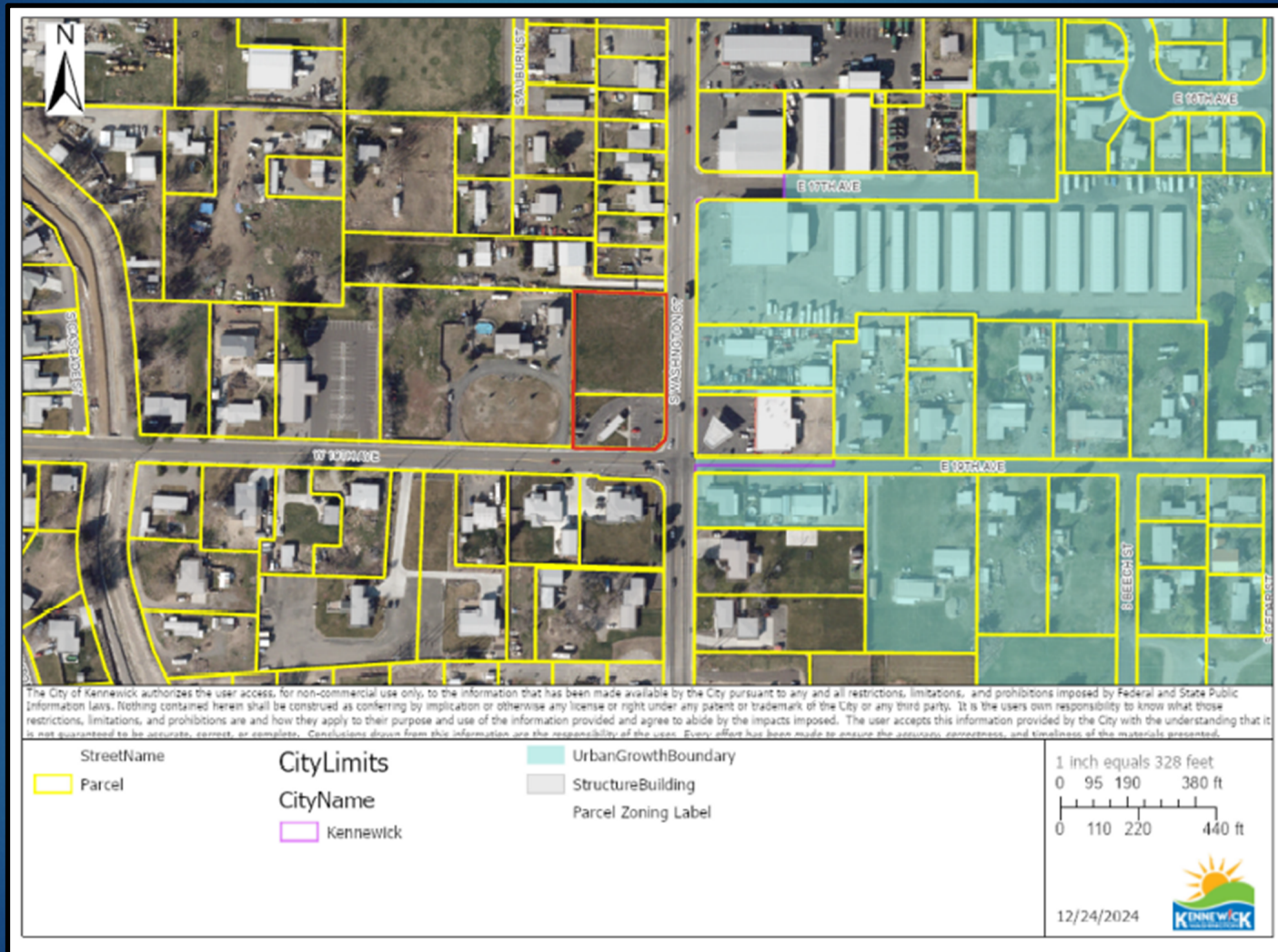
Owner(s): Kenneth and Denise Maurer

Proposal: Rezone 1.23 acres from Commercial, Office (CO) to Commercial, General (CG).

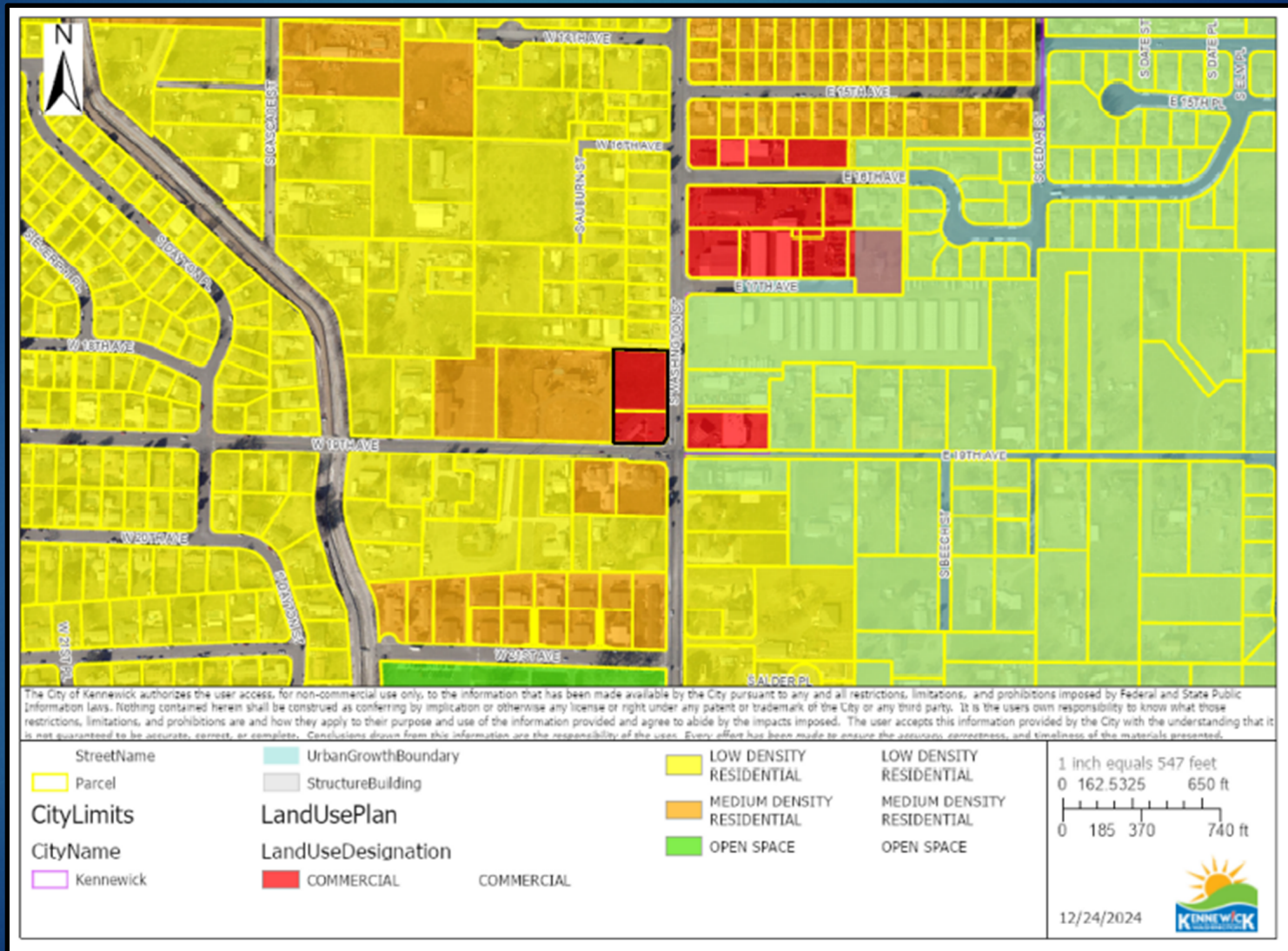
Comprehensive Plan Designation: Commercial

Location: 1826 and 1838 S Washington Street, it consists of two separate parcels

Vicinity Map



Land Use Map



100



Property History

Both properties were annexed into the City in 1979 and the current zoning for both was established in the early 1990s.

At 1838 S Washington, a bank had originally operated in the existing building, currently there is a drive thru coffee business there. 1826 S Washington remains vacant.

Permitted Uses

The CO and CG Zones do permitted similar uses.

The CG Zone permits an additional 37 uses that are more intensive uses.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- ◆ The Planning Commission held a public hearing for the proposed Change of Zone on January 6, 2025.
- ◆ Staff recommended that the proposed amendment be denied.
- ◆ The applicant spoke and the property owner in favor of the proposal .
- ◆ No additional testimony was submitted by the public.
- ◆ The Planning Commission questioned staff on the various uses that are permitted in the CG Zone.

Recommendation

The Planning Commission recommends approval of COZ-2024-0002.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE NO: COZ-2024-0001

Staff Report Date: December 23, 2024

Hearing Date & Location: January 6, 2025

Report Prepared by: Steve Donovan, AICP
Planning Manager

Report Reviewed by: Matt Halitsky, AICP
Senior Planner

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS DENIAL of Change of Zone 2024-0002.

Summary of Proposal: A Change of Zone from Commercial, Office (CO) to Commercial, General (CG) for 1.23 acres.

Proposal Location: Two parcels located at 1826 and 1838 S Washington Street.

Legal Description: See Exhibit 2

Property Owner: The Maurer Company, LLC
1603 W 25th Place
Kennewick, WA 99337

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

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	November 6, 2024
Determination of Completeness Issued	November 13, 2024
Notice of Application Posted	November 13, 2024
SEPA Threshold Determination Issued	December 5, 2024
Property Posting Sign for SEPA Determination	December 5, 2024
SEPA Appeal Period	December 19, 2024
Date of Mailed Notice of Public Hearing	December 19, 2024
Property Posting Sign for Public Hearing	December 19, 2024
Date of Published Notice of Public Hearing	December 22, 2024

Exhibits:

1. Staff Report
2. Legal Description
3. Supplemental Questions
4. Vicinity/Site Map
5. Comprehensive Plan Map
6. Zoning Map
7. Notice of Mailing
8. SEPA DNS

Zoning adjacent to the site:

North: Residential, Suburban (RS)

East: Commercial, Neighborhood (CN) and Unincorporated Benton County, Urban Growth Area Residential (UGAR)

South: Residential, Medium (RM)

West: Residential, Medium (RM)

Applicable Goals and Policies of the Comprehensive Plan:

Commercial Goals and Policies:

GOAL 2: Sustain and enhance viable commercial areas.

Policy 1: Encourage a mixture of commercial, office and residential uses within commercial centers to support day and evening activities for all ages.

Policy 2: Encourage compatible commercial activities to concentrate near each other.

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

Policy 1: Provide commercial areas sized and scaled appropriately for the neighborhood or community.

Policy 2: Enhance compatibility with adjacent residential neighborhoods with landscaping, screening and superior building design.

Policy 3: Provide for Neighborhood Commercial centers in strategic locations to serve surrounding neighborhoods, while minimizing impacts to the surrounding residential uses.

Kennewick Municipal Code Findings:

The following findings shall be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

- a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: *The CG Zone is an implementing zoning district of Commercial Land Use Designation. In regard to intensity of uses, CG is the most intense commercial zone and it permits uses that could have a detrimental impact to the surrounding properties. The CO Zone is the least intense of the two commercial zones in question and is less likely to negatively impacting surrounding properties. Based on the above Comprehensive Plan Commercial Goals and Policies, retaining the site's current zoning of CO, will be in more compliance with the comprehensive plan than changing the zone to CG.*
- b. Promotes the public necessity, convenience and general welfare; and
Staff Response: *The current zoning of CO promotes public necessity, convenience and welfare by retaining a zoning district that is compatible with the surrounding properties. A change of zone to CG will not minimize impacts to surrounding residential uses, as promoted in Goal 3, Policy 3.*
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: *The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.*
- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
Staff Response: *The proposed Change of Zone has the potential to negatively impact the surrounding properties by allowing more intensive uses than what are permitted in CO Zone. The intent of the comprehensive plan and development regulations is to promote health, safety, morals, convenience, comfort, prosperity and the general welfare within the City. No other surrounding properties are zoned CG.*
- e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.
Staff Response: *Not applicable to proposal.*

Public Comments:

The public did not submit comments on the proposal.

Agency Comments:

No comments were submitted by outside agencies or departments.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ-2024-0002) is a request to change the zoning district for 1.23 acres to the CG Zoning District. Pursuant to Table 1 of the Comprehensive Plan, the CG Zoning District is an implementing zoning district of the Commercial Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

The site was annexed into the City in 1979 and the current zoning for the site was established in the early 1990's. The CO Zone it is also an implementing zoning district of the Commercial Land Use Designation.

The adjacent properties that are in the city limits are zoned either RS, RM or CN. All three of those districts are less intense and more restrictive than the site's current zoning of CO. Changing the site's zoning will potentially subject the surrounding properties to even more intensive uses.

The adjacent properties that are in Benton County are zoned UGAR and outright permitted uses in that zone are single-family residential, churches and group homes.

On the east side of S Washington Street, within a half mile of the site, there is a waste management operation, a mini-storage, a towing business and various commercial uses. Many of those businesses are considered legal non-conforming, whether they are in the City or in the County.

Once the more intensive uses no longer operate at their current sites, new uses for those site will be subject to the current zoning and only permitted uses will be allowed. The goal of having the CN and CO Zoning Districts at those locations is to have businesses that are more likely to serve the surrounding residential properties for their daily needs.

The adjacent properties that are to the west, north and south of the site are being used for single-family residences and are zoned a RS and RM.

Per KMC 18.03.040(8) and (13), the purpose of CO and CG Zones is as follows:

- (8) CO – The purpose of the CO district is to provide areas for professional and business offices, medical clinics, and research laboratories. The district is primarily intended for non-retail sale commercial uses and restricted retail sale uses in compatible areas as transitions between more intensive uses and other commercial districts and residential districts.
- (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.

The CG Zone allows the following uses that are not permitted in the CO Zone:

- Mini-Storage
- Motels
- Adult Retail
- Automobile Oriented Uses
- Wholesale Bakeries
- Bars and Taverns
- Boat Building and Repair
- Brewpub
- Micro-Breweries
- Casino/Cardroom
- Construction Yards
- Convenience Stores
- Craft Distilleries
- Equipment Rental
- Mini Golf/Driving Range
- Kennels
- Lock and Gunsmiths

- Lumber Yards
- Manufactured Housing Display Areas
- Nursery
- Parking Garages and Lots
- Pawnshop
- Plumbing Shops and Yards
- Radio, Television Broadcast Stations
- Recreational Vehicle Storage
- Second Hand/Consignement Store
- Sign Manufacture, Painting and Maintenance
- Storing of Commercial Vehicles
- Truck Stops
- Vehicle Sales, Incidental Repair and Service
- Vehicle Rental and Leasing
- Vehicle Repair and Service, Body and Fender Shops
- Veterinary Clinic or Hospital
- Vocational School
- Warehousing
- Wholesale
- Wineries Type A and B

Changing the zoning district to CG will allow all of the above use to be permitted on both properties.

Staff's conclusion is that the proposed change of zone does not meet the findings in KMC 18.51.070(2).

Findings:

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owners are Kenneth and Denise Maurer, 1603 W 25th Place, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 1826 and 1838 S Washington Street. Parcel Numbers: 1-1289-1BP-6030-002 and 1-1289-1BP-6030-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Commercial, Office (CO) to Commercial, General (CG).
6. The CO and CG are both implementing zones of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on November 6, 2024.
8. The application was declared complete, routed for review to City Departments and outside agencies on November 13, 2024.
9. Access to the site is via S Washington Street.
10. The Environmental Determination of Non-Significance, ED-2024-0027, was issued December 5, 2024.

11. The Property Posting sign for the public hearing was posted on site December 19, 2024.
12. Notice of the public hearing for this application was published in the Tri-City Herald on December 22, 2024.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on December 19, 2024.
14. Based on the Comprehensive Plan Commercial Goals and Policies, retaining the site's current zoning of CO, will be in more compliance with the comprehensive plan than changing the zone to CG.
15. The current zoning of CO promotes public necessity, convenience and welfare by retaining a zoning district that is compatible with the surrounding properties.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed Change of Zone has the potential to negatively impact the surrounding properties by allowing more intensive uses than what are permitted in CO Zone. The intent of the comprehensive plan and development regulations is to promote health, safety, morals, convenience, comfort, prosperity and the general welfare within the City. No other surrounding properties are zoned CG.

Conclusions:

1. Both zoning districts implement the Comprehensive Plan Land Use Designation of Commercial.
2. Approval has the potential to result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will not implement Commercial Goal 2, Policies 1 and 2; Goal 3, Policies 1, 2 and 3.
4. Approval will not result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone does not comply with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2024-0002 and recommend denial to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2024-0002 and recommend denial of the request to City Council.

Legal Description for Zone Change

Parcel 1-1289-1BP-6030-002:

LOT 1

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH $00^{\circ}38'31''$ EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH $89^{\circ}24'19''$ WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $00^{\circ}42'18''$ WEST FOR 30.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH $00^{\circ}42'18''$ WEST FOR 100.00 FEET; THENCE NORTH $89^{\circ}34'03''$ EAST FOR 180.00 FEET TO INTERSECT THE EAST LINE OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EAST LINE AND RIGHT OF WAY, SOUTH $00^{\circ}42'18''$ EAST FOR 72.54 FEET TO THE START OF A 30.00 FOOT RADIUS CURVE (WHOSE RADIUS BEARS SOUTH $89^{\circ}17'42''$ WEST); THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $91^{\circ}17'59''$ AN ARC LENGTH OF 47.80 FEET SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF WEST 19TH AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH $89^{\circ}24'19''$ WEST FOR 149.36 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 0.42 ACRES EQUALS TO 18,087 SQUARE FEET

Parcel 1-1289-1BP-6030-001:

LOT 2

THAT PORTION OF THE EAST 180 FEET OF TRACT 1, DR. ELY'S COLONY NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 64 RECORDS OF BENTON COUNTY, WASHINGTON, ALL BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT LIES SOUTH $00^{\circ}38'31''$ EAST AND 2643.83 FEET DISTANCE FROM THE NORTHEAST CORNER OF SAID SECTION 12, BEING A BRASS CAP IN A MONUMENT CASE; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, NORTH $89^{\circ}24'19''$ WEST FOR 210.05 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $00^{\circ}42'18''$ WEST FOR 130.01 FEET TO THE TRUE POINT OF BEGINNING AND BEING ON THE WEST LINE OF SAID EAST 180 FEET; THENCE CONTINUING ALONG THE SAID WEST LINE NORTH $00^{\circ}42'18''$ WEST FOR 200.53 FEET TO INTERSECT THE NORTH LINE OF SAID TRACT 1; THENCE ALONG SAID NORTH LINE SOUTH $89^{\circ}24'59''$ EAST FOR 180.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1 AND THE WEST RIGHT OF WAY LINE OF SOUTH WASHINGTON STREET; THENCE ALONG SAID EAST LINE AND RIGHT OF WAY, SOUTH $00^{\circ}42'18''$ EAST FOR 197.33 FEET THENCE LEAVING SAID EAST LINE AND RIGHT OF WAY SOUTH $89^{\circ}34'03''$ WEST FOR 180.00 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 0.82 ACRES EQUALS TO 35,807 SQUARE FEET

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

See attached

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

See attached

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

See attached

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

See attached

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

See attached

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

See attached

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:
See attached
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:
See attached
9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:
See attached
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:
See attached
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.
See attached
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:
See attached

GENERAL NARRATIVE

The property in question has remained vacant for years and is developed on all sides although the adjacent parcels are not currently developed to their maximum potential. RM-4 to the immediate west, where a current single family dwelling unit exists on the 2.9 acre parcel. RS to the immediate north comprising of a single double-wide and two pole buildings sitting on 1.2 acres. RM-6 to the south comprised of a single family dwelling unit on a 0.6 acre parcel.

The uses allowed in a CO zone are very restrictive, only allowing for professional and business offices, medical clinics, research laboratories, and non-retail commercial uses or restricted retail sale uses used to transition between other intensive zones.

This location is very unique in that on the other side of Washington Street it is a mix of CN zoning and County. All the commercial land east of Washington is fully developed with various higher intensity uses which would be more appropriate in a City CG zone, such as Waste Management, Pittsburgh Paint, Columbia Cultured Marble, A&E Towing, Tri-Cities Edge Cheer & Athletics, Dynamic Building Solutions, Ron's Food Mart, Gas Station & Laundromat, Budget Mini Storage, and J&D Mini Storage. Considering most of these existing uses are already incompatible with their assigned zone, the Owner wishes to develop the property in a manner that allows an incubator business (Flex Space) to occupy this property. Further, the City of Kennewick does not have a broad based definition for this type of use so the only instances where this type of use can go must be a higher intensity, such as CG or IL.

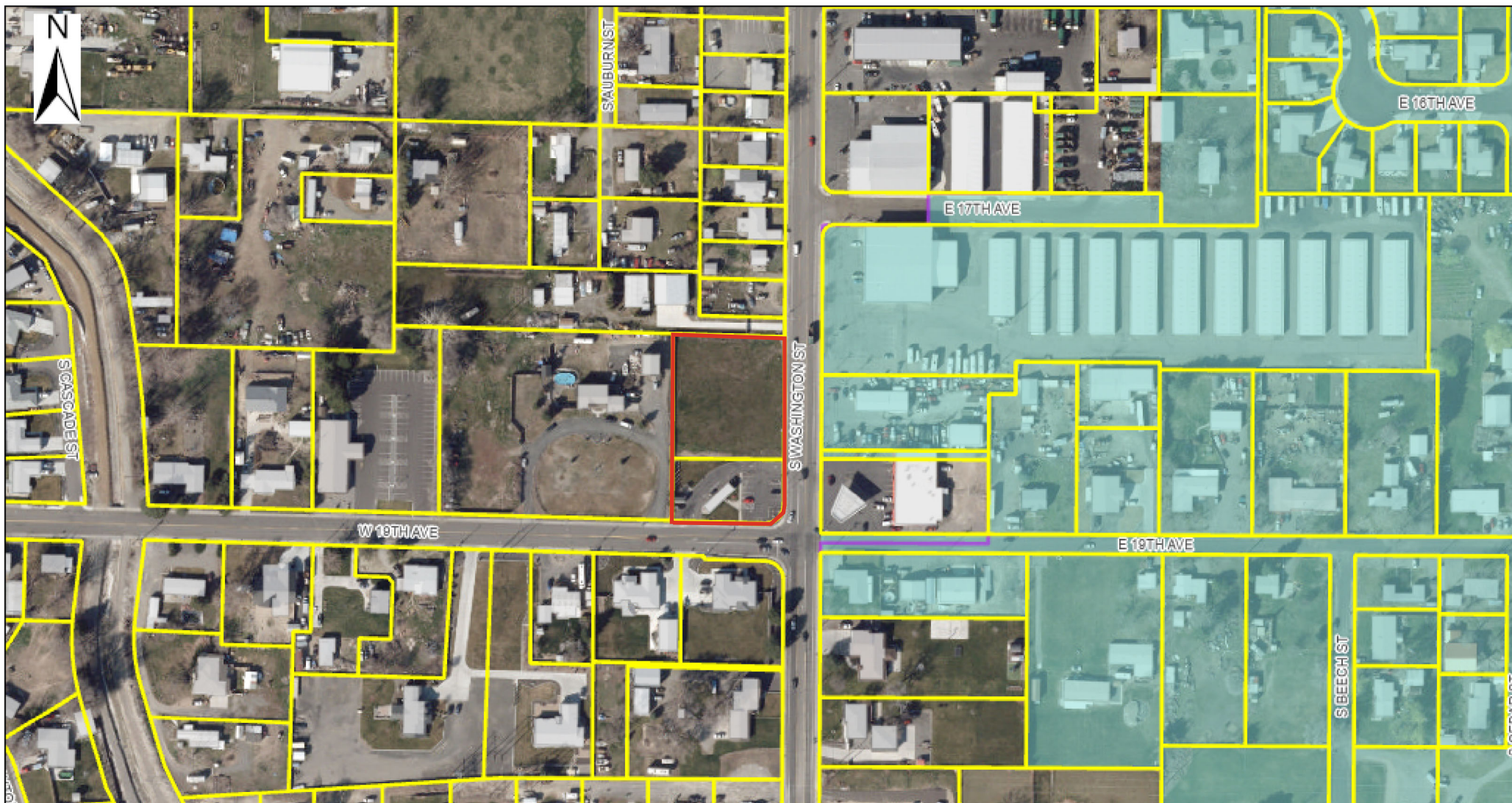
While the Owner acknowledges that the use has the potential to be a higher intensity to surrounding residential neighbors, the development they seek that fits this site is similar to a recently developed property with a CC zone located at 5418 W Hood Ave. The entire parcel would be a building and a parking lot with landscaping that meets commercial design standards, with no outdoor storage is allowable as a CG use.

1. The public will benefit from the adoption of the proposed amendment because of the business opportunities it will generate, allowing area residences to not have to travel as far to obtain the services or goods they desire in addition to providing jobs that could potentially employ the residents as well.
2. There are no properties of the same zoning intensity available for sale within ½ mile or 1 mile.
3. Review the narrative. There are numerous uses nearby in both City CN zoned land and County land which are all existing uses and a higher intensity of zoning and while several are compatible with the existing zoning, many are not.
4. Review the narrative. There are numerous parcels which are not within the City yet which are a higher intensity commercial use that would be appropriate for a CG designation and several businesses too which are in the CN designation which would also be more appropriate to be CG as well.

5. While the amendment creates a small isolated district of CG in this area, it is adjacent to other surrounding more intensive commercial uses within the City and existing County uses which would be better suited to be CG as well if located within the City. This applicant cannot compel the other land owners to request a zone change together with his at this time which does result in this small pocket of CG zoning. Presumably, if redevelopment of those properties were pursued, a zone change could also be applied for those parcels at time of redevelopment.
6. Yes, the current zone prohibits reasonable use of the property. This property has sat vacant for years and ever since the Trios Hospital has moved to the Southridge area 15 years ago, the nearby medical and professional offices have moved as well while some of those buildings continue to sit vacant. This part of Kennewick is known as a more rural type character & feel and it's not unusual to see several nearby lots that appear to have compounds for car storage, all of which are non-comptaible uses. Allowing a use of CG here, would allow the Owner to bring in his "Flex Space" type of project to this more depressed area of the City.
7. It is unlikley the project will adversely affect the nearby residential properties. Washington is a primary arterial and the business would have access to that street, some residential already takes access on that street immediately to the north so clearly some more trips would added to the roadway network, but they would be limited to the primary arterials that access this business. The building and site development (due to its small lot size) would be complementary to the residential neighbors and serve as a good buffer.
8. Property values in the vicinity should increase due to the proposed amendment since the investment in the new building may increase the desirability of this area, not being a vacant lot with weeds.
9. The approval of this proposed amendment will not set a precedent for other similar proposals or uses. The majority of the properties in the immediate vicinity are already developed and not in accordance to the zone that they are designated in. If the proposed parcels change to a CG zoning, this will set a precedent for the adjacent properties to follow suit at time of their redevelopment.
10. The proposed amendment will immediately allow our Owner to invest in his new "Flex Space" project on the limited footprint. It should also encourage more private investment if nearby business owners feel obligated to raise the exterior profile of their own businesses, being adjacent to this new development. This is a deteriorated area and this project will improve that.
11. The proposed amendment will help combat economic segregation and allow for greater choices in the market, since having vacant, undeveloped property doesn't do anyone any good. Most construction in town for this type of use is centered in the surrounding Vista Field area so opening this opportunity up to an east Kennewick development will

help improve this area, offering the residents more commercial opportunities to not have to travel to other parts of town for business choices.

12. The proposed amendment will slightly increase traffic patterns but those would be limited to the existing primary arterial, Washington Street. Based on the size of a maximum development on this lot, no safety concerns would be raised related to traffic.



The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.

StreetName

Parcel

CityLimits

CityName

Kennewick

UrbanGrowthBoundary

StructureBuilding

Parcel Zoning Label

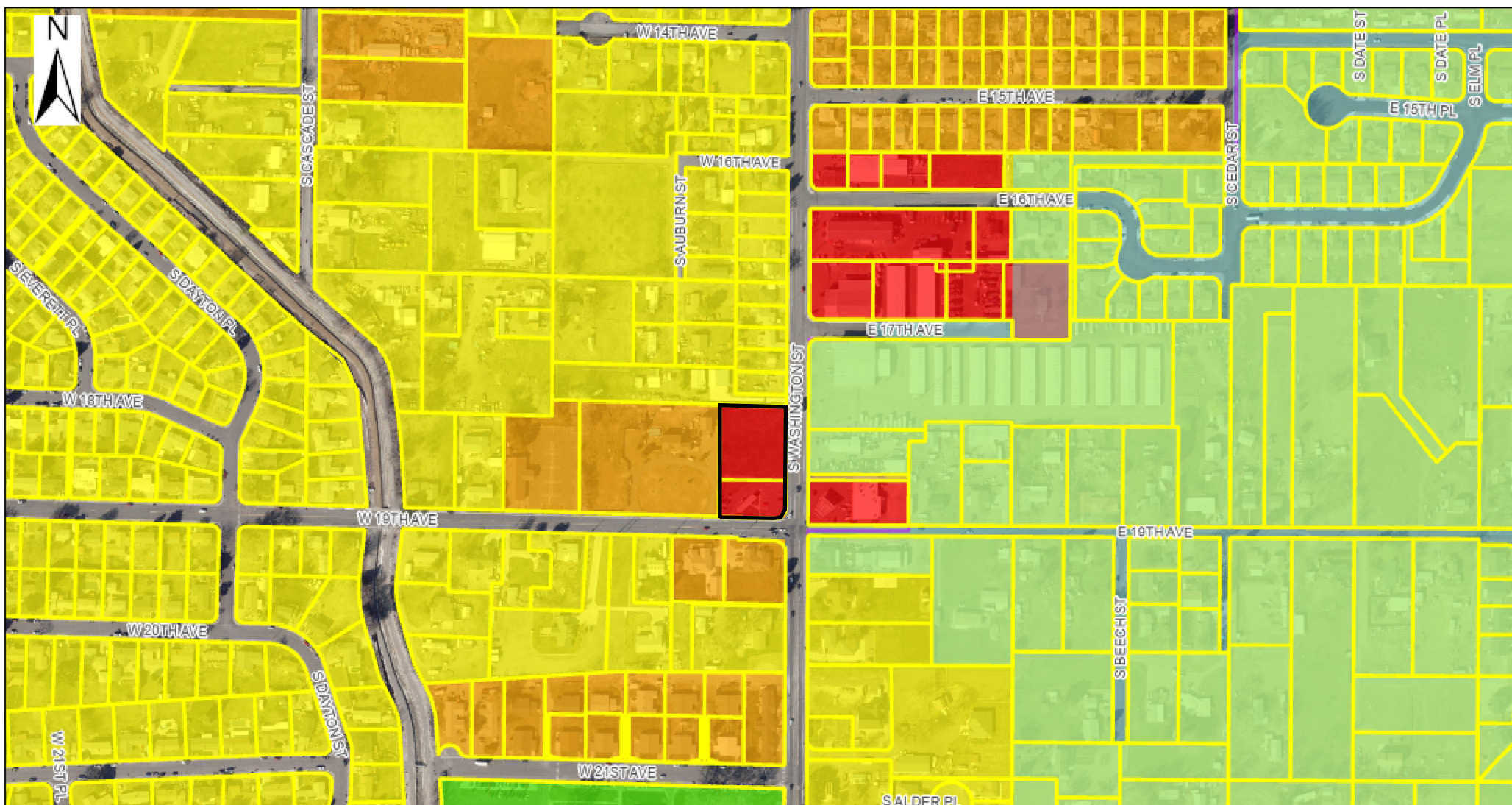
1 inch equals 328 feet

0 95 190 380 ft

0 110 220 440 ft

12/24/2024





The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.

StreetName
Parcel
CityLimits
CityName
Kennewick

UrbanGrowthBoundary
StructureBuilding
LandUsePlan
LandUseDesignation
COMMERCIAL

COMMERCIAL

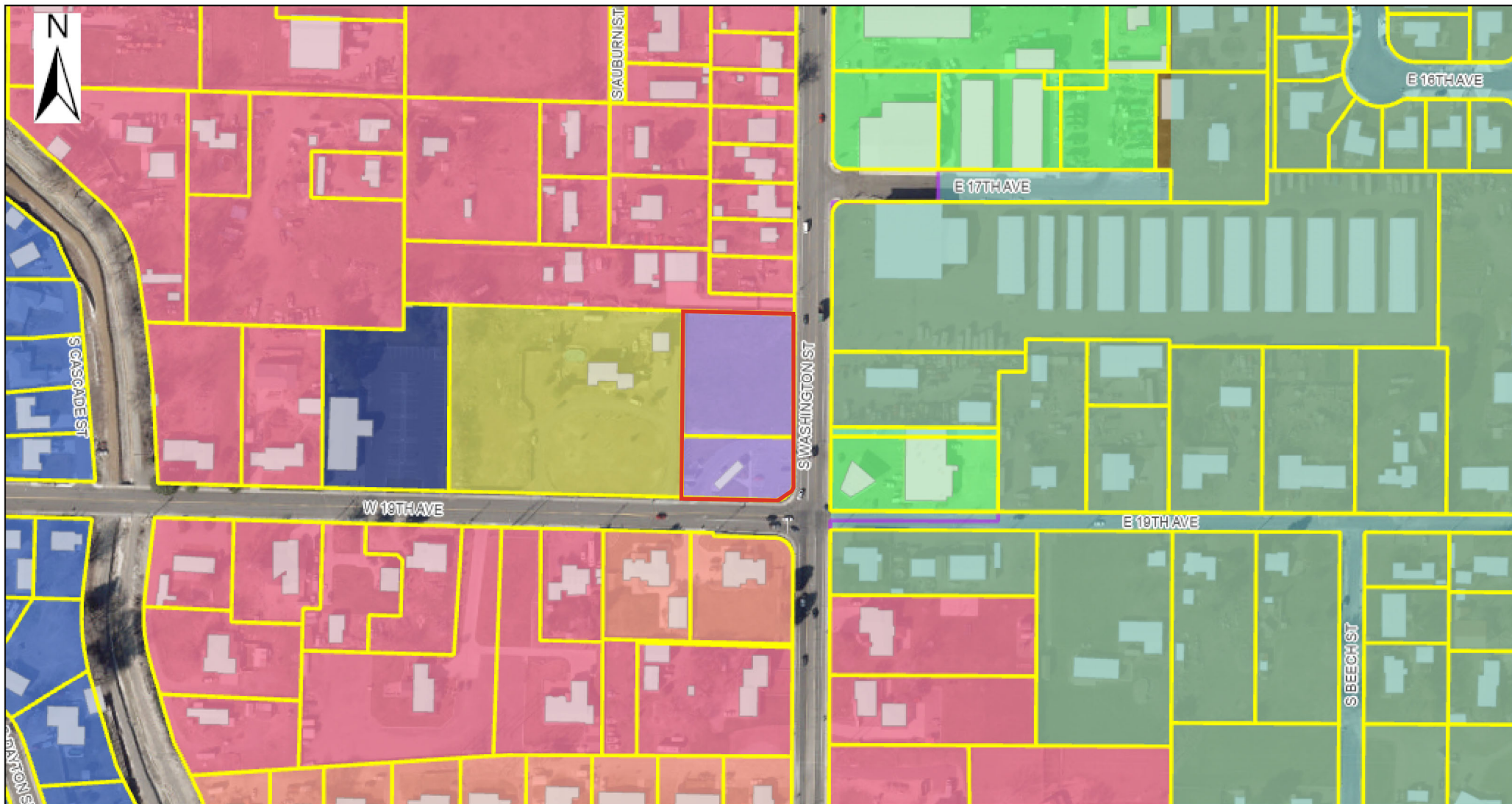
LOW DENSITY
RESIDENTIAL
MEDIUM DENSITY
RESIDENTIAL
OPEN SPACE

LOW DENSITY
RESIDENTIAL
MEDIUM DENSITY
RESIDENTIAL
OPEN SPACE

1 inch equals 547 feet
0 162.5325 650 ft
0 185 370 740 ft

12/24/2024





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StreetName	StructureBuilding	RL	RL
Parcel	Parcel Zoning	RM-4	RM-4
CityLimits	Zoning	RM-6	RM-6
CityName		RM-6-1	RM-6-1
Kennewick	CN	RS	RS
UrbanGrowthBoundary	CO	Parcel Zoning Label	
	COUNTY		
	COUNTY		

1 inch equals 328 feet
 0 95 190 380 ft
 0 110 220 440 ft

12/24/2024





NOTICE OF MAILING

I, Steve Donovan, on 11/19, 2024
mailed 22 copies of NPH
for COZ-2024-0002
to surrounding properties within 300 feet
as shown on the attached list.


Signature

37
THE MAURER COMPANY LLC
1603 W 25th PL
KENNEWICK WA 99337

37
MAGELSEN, LINDA
45205 S FREEMONT RD
KENNEWICK WA 99336

37
BUDGET MINI PACHECO LLC
1701 S WASHINGTON STREET #4
KENNEWICK WA 99337

37
MCINTURFF, MICHAEL & JUDITH
1708 S WASHINGTON ST
KENNEWICK WA 99337

37
VOGTMAN VERNON V & HEATHER A
20 W 19TH AVE
KENNEWICK WA 99337

37
DALRYMPLE ROBERT JAMES
1751 S CASCADE ST
KENNEWICK WA 99337

37
TORRES RODRIGUEZ ROSALIO
1709 S AUBURN STREET
KENNEWICK WA 99337

37
ELLER RONALD L & DEBRA K
6600 W 20TH AVE
KENNEWICK WA 99338

37
LUCERO ALEX
1827 S WASHINGTON ST
KENNEWICK WA 99337

37
ELLER RONALD L & DEBRA K
6600 W 20TH AVE
KENNEWICK WA 99338

37
VALDOVINOS JULIO ABARCA
1702 S WASHINGTON ST
KENNEWICK WA 99337

37
ROBLEDO NORMA C & SAUL G
7 W 19TH AVE
KENNEWICK WA 99337

37
JOHNSTON RICK & KAREN
11 W 19TH AVE
KENNEWICK WA 99337

37
KEEL HEATHER MICHELE
1704 S AUBURN ST
KENNEWICK WA 99337

37
ZARATE MARY E
1701 S AUBURN ST
KENNEWICK WA 99337

37
DUNLAP PENNY C/O MIKE POPE
400 E 19TH AVE
KENNEWICK WA 99337

37
SHORES DOROTHY C
15 W 19TH AVE
KENNEWICK WA 99337

37
REAVISSR MARK & TERRAL
4 E 19TH AVE
KENNEWICK WA 99337

37
CHUNG JAYME
1612 S CASCADE ST
KENNEWICK WA 99337

37
DENO TRUSTEE DONALD
1539 RIMROCK AVE
RICHLAND WA 99352

37
LAW KEVIN W & JANENE R
1905 S WASHINGTON ST
KENNEWICK WA 99337

37
GARCIA SELENE CITLALI
23 W 19TH
KENNEWICK WA 99337

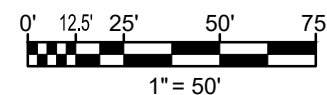
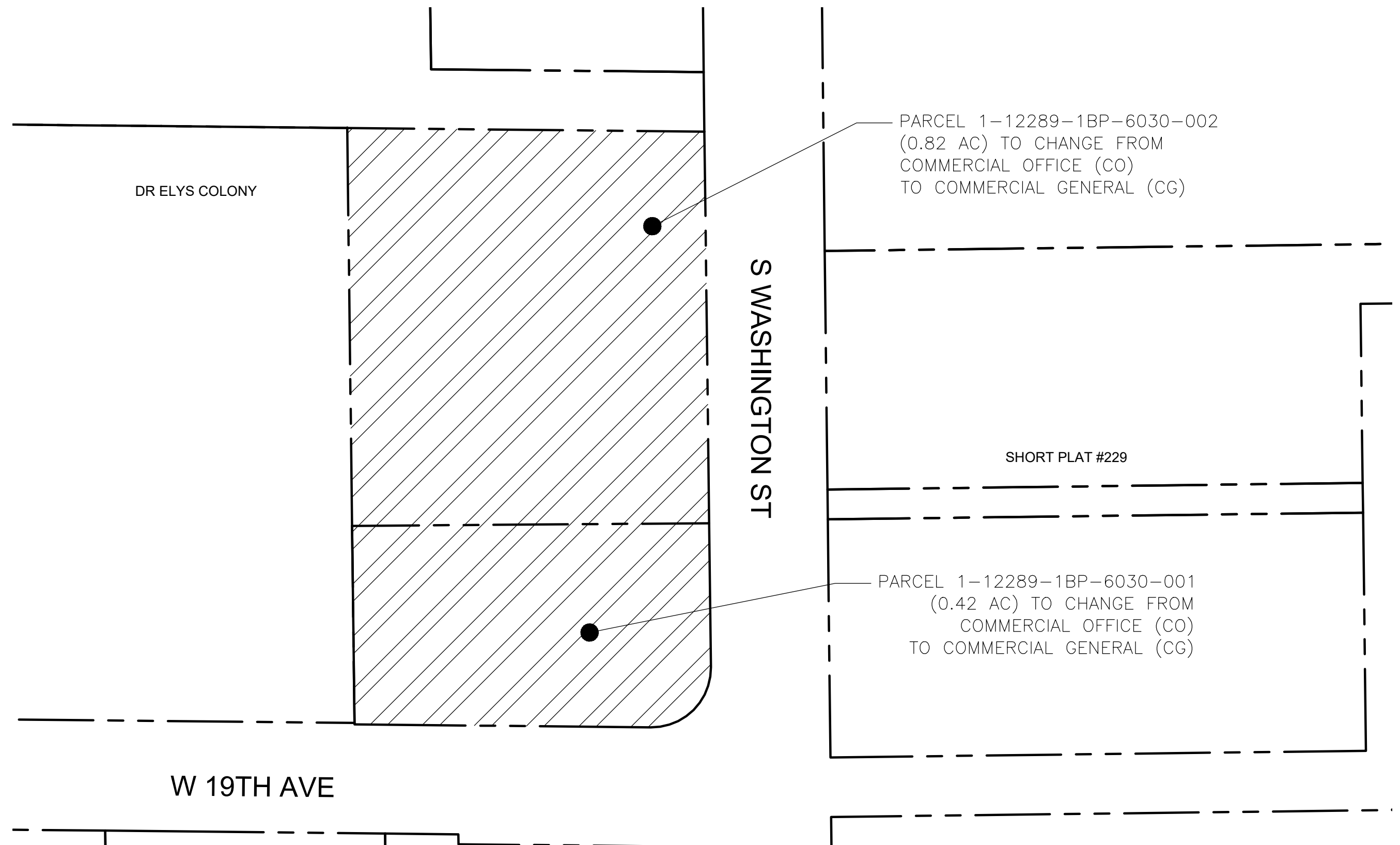
KENNEWICK PLANNING COMMISSION**NOTICE OF PUBLIC HEARING****January 6, 2025 6:30 p.m.**

The Kennewick Planning Commission will hold a Public Hearing for the below application, at City Hall Council Chambers, 210 W 6th Avenue on Monday, January 6, 2025, at 6:30 p.m. or as soon as possible thereafter. Staff will be presenting analysis and the Planning Commission will make a recommendation to the City Council. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate in the hearing virtually, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Application# COZ-2024-0002 – A Change of Zone for 1.23 acres from Commercial, Office (CO) to Commercial, General (CG). The proposal consist of two parcels locate at 1826 and 1838 S Washington Street. **See site map on back.**

For questions about this proposal, please call Steve Donovan (509) 585-4361. Send written comments to Steve Donovan, at Steve.Donovan@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or through the Washington Relay Service Center TTY by dialing 711, at least ten days prior to the date of the meeting to make arrangements for special needs.



KNUTZEN ENGINEERING
 5401 RIDGELINE DR.
 SUITE 160
 KENNEWICK, WA 99338
 1-509-222-0959
 www.knutzenengineering.com
 CADFILE: 24082ZC01

KEN MAURER
ZONE CHANGE EXHIBIT
 1826 S WASHINGTON ST

DESIGN	BTK
APPD	PTK
DATE	11/6/24
NO.	ZC01



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

FILE/PROJECT NUMBER: ED-2024-0027

DESCRIPTION OF PROPOSAL: A Change of Zone for 1.24 acres from Commercial, Office (CO) to Commercial, General (CG).

PROPOSER: Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 1838 S Washington Street (1-1289-1BP-6030-001) and 1826 S Washington Street (1-1289-1BP-6030-002)

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: December 5, 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 (12/4/24), no later than **4:30 p.m. on December 18, 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-2024-0027 File



DR ELYS COLONY

S WASHINGTON ST

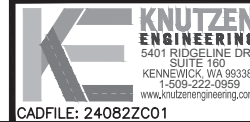
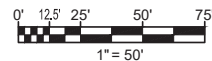
W 19TH AVE

PARCEL 1-12289-1BP-6030-002
(0.82 AC) TO CHANGE FROM
COMMERCIAL OFFICE (CO)
TO COMMERCIAL GENERAL (CG)

SHORT PLAT #229

PARCEL 1-12289-1BP-6030-001
(0.42 AC) TO CHANGE FROM
COMMERCIAL OFFICE (CO)
TO COMMERCIAL GENERAL (CG)

NOT FOR CONSTRUCTION



KEN MAURER
ZONE CHANGE EXHIBIT
1826 S WASHINGTON ST

DESIGN	BTK
APPD	PTK
DATE	11/6/24
NO.	ZC01

Planning Commission Action Summary
COZ-2024-0002 – Knutzen Engineering, c/o Paul Knutzen

The Kennewick Planning Commission conducted a public hearing on January 6, 2025. 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, the Commission passed a motion on the proposed Change of Zone, and provided direction to staff in developing findings and conclusions that support COZ-2024-0002 and recommends to City Council approval of the proposed Change of Zone..

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owners are Kenneth and Denise Maurer, 1603 W 25th Place, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 1826 and 1838 S Washington Street. Parcel Numbers: 1-1289-1BP-6030-002 and 1-1289-1BP-6030-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Commercial, Office (CO) to Commercial, General (CG).
6. The CG zone is an implementing zone of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on November 6, 2024.
8. The application was declared complete, routed for review to City Departments and outside agencies on November 13, 2024.
9. Access to the site is via S Washington Street.
10. The Environmental Determination of Non-Significance, ED-2024-0027, was issued December 5, 2024.
11. The Property Posting sign for the public hearing was posted on site December 19, 2024.
12. Notice of the public hearing for this application was published in the Tri-City Herald on December 22, 2024.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on December 19, 2024.
14. The CG Zone is an implementing zone of Commercial Land Use Designation, the proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare by promoting Commercial Goal 2.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Commercial.
2. It is unknown if approval will result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will implement Commercial Goal 2 and Goal 3.
4. Approval will result in the promotion of general welfare, resulting from economic development.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Short and seconded by Commissioner Gregory. The motion passed unanimously, with Commissioners Gregory, Griffith, Short, and Hempstead, all in favor.

KENNEWICK PLANNING COMMISSION
January 6, 2025
MEETING MINUTES

1. CALL TO ORDER

Commissioner Hempstead called the meeting to order at 6:35 p.m.

Commissioner Hempstead led the Pledge of Allegiance.

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

PRESENT: Commissioners James Hempstead, Nikki Griffith, Tina Gregory, Ken Short (*All in person*).

ABSENT: Vice Chairman Thomas Helgeson.

STAFF: Anthony Muai, AICP Planning Director; Steve Donovan, AICP Development Services Manager; Melinda Didier, Community Planning Administrative Assistant.

Four commissioners were present at the 6:35 p.m. start of meeting, with Vice Chairman Helgeson absent, and two positions are vacant; Ms. Didier declared a quorum was established.

Commissioner Griffith moved to Excuse Vice Chairman Helgeson's absence; Commissioner Short seconded the motion. Motion passed on a unanimous roll call vote.

2. CONSENT AGENDA

- a. Approval of the minutes dated December 2, 2024.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

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

DISCUSSION: None.

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

3. PUBLIC HEARINGS:

Commissioner Hempstead made the following statement:

"Good evening and welcome to the January 6, 2025 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. CHANGE OF ZONE (COZ) #2024-0002:

Commissioner Hempstead opened the public hearing at 6:40 pm for Change of Zone (COZ) #2024-0002, proposing to change the zoning designation for two parcels of approximately 1.23 acres located at 1826 & 1838 S. Washington Street from Commercial, Office (CO) to Commercial, General (CG). Applicant – Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Property owner – The Maurer Company, LLC, 1603 W. 25th Place, Kennewick, WA 99337.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation for denial of COZ-2024-0002 to City Council.

Planning Commission asked clarifying questions of staff: Were there any comments received regarding the zone change; would denser residential be better suited; how long has the parcel to the north been vacant; is there any plan by the City to annex the area to the east on Washington Street; does this neighborhood fit the bill for new commercial development; how does this change affect the area negatively; could the applicant declare the use that it wants to develop and ask for a variance.

2. Testimony of Applicant/Applicant's Representative: Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive #160, Kennewick, WA 99338. Mr. Knutzen testified he is originally from this area and this parcel area has been vacant for as a long time; residential isn't an option now due to Comp Plan Amendments not accepted until March 2027; the owner has a similar development on Hood Ave/Edison St. area; although it is a large jump from CO to CG, CG allows for flexibility since the City doesn't have a flex zoning designation; the project will be a flex type building. Mr. Knutzen requested Planning Commission recommendation of approval to City Council for this zone change.
3. Testimony in Favor of the Request: Property Owner Ken Maurer, 1603 W. 25th Place, Kennewick, WA 99337. Mr. Maurer lifetime Kennewick resident, the lot/parcel has been vacant for a long time; wants opportunity to develop property and area into something nice.
4. Testimony Neutral/Against the Request: None

5. Testimony of Those Registered on Virtual Format: None
6. Staff Final Comments: None
7. Public Testimony Closed at 7:02 p.m.
8. Planning Commission Questions of Staff: Does current use conform to CO zoning; is staff concern the potential of types of commercial uses allowed in CG zone;

MOTION: Commissioner Short moved to submit findings of support based on value for City development and applicant benefit for COZ-2024-0002 and recommend City Council APPROVE the request. Commissioner Gregory seconded the motion.

DISCUSSION: Mr. Muai and Planning Staff will draft and submit findings to submit to City Council with Planning Commission support.

The motion passed 3-1 on a roll call vote; Commissioners Gregory, Short and Hempstead in favor, Commissioner Griffith opposed.

4. VISITORS NOT ON AGENDA:

- a. None

5. OLD BUSINESS:

- a. City Council Action Updates – None

6. NEW BUSINESS:

- a. Ben Franklin Transit Long Range Transit Plan Presentation – Gabe Martin

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS/STAFF: None

ADJOURNMENT: The meeting concluded at 7:34 p.m.