



City Council Regular Meeting Agenda

May 6, 2025 at 6:30 PM - REVISED 5-6-2025 to add Exhibits for 5.a. and 5.b.

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

HONORS & RECOGNITIONS

- Recognition: Board and Commission Members with Completed Terms
- Proclamation: Public Service Recognition Week
- Proclamation: Municipal Clerk's Week
- Proclamation: Police Week
- Proclamation: Building Safety Month

2. VISITORS

A total of thirty minutes is allocated for visitor comments, with each person permitted to speak once for a maximum of three minutes. Visitors are welcome to address any topic, except for: campaigns; ballot measures; candidates running for office; items under public hearing; and quasi-judicial matters. Comments can be submitted in person, remotely via Zoom, or in writing. Written comments will be distributed to each Councilmember but not read into the record. If you want to provide feedback through Zoom or written format, please reach out to the City Clerk or our website for guidance. www.go2kennewick.com

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

All items included in the Consent Agenda have been provided to each member of the Kennewick City Council for review and consideration. These items are deemed routine and will be approved with a single motion from the Council, without any separate discussion. A Councilmember may remove an item for further consideration under New Business.

- Meeting Minutes: April 15, 2025, City Council Regular Meeting**
Motion to approve the minutes as presented.
- Meeting Minutes: April 22, 2025, City Council Workshop Meeting**
Motion to approve the minutes as presented.
- 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 March 2025 in the amount of \$773,247.08 comprised of check numbers 28184-28245 in the amount of \$547,185.27 and electronic transfers in the amount of \$226,061.81.

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

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2025 in the amount of \$39,677.95 consisting of check numbers 2879-2888 and 2944-2952 in the amount of \$15,339.67 and electronic transfers in the amount of \$24,338.28.

e. **Payroll Roster: For the Pay Period Ending 04/15/2025**

Motion to approve the payroll roster for the pay period ending 04/15/2025.

f. **Contract Award: 2025 City-Wide Asphalt Overlay**

Motion to award P2503-25 2025 City-Wide Asphalt Overlay Contract to Granite Construction Co. as presented.

g. **Policy: Update Right-of-Way Procedure Policy**

Motion to authorize the City Manager to sign the updated procedures as noted.

h. **Contract: Benton Franklin Council of Governments Regional Climate Planning MOU Amendment**

Motion to approve and authorize the mayor to sign the amendment to the Benton Franklin Council of Governments Regional Climate Planning MOU as presented.

i. **Easement: Benton PUD Easement at Waste Water Treatment Plant (WWTP)**

Motion to authorize the Mayor to sign the right of way utility easement to Benton PUD at the City's Waste Water Treatment Plant.

5. NEW BUSINESS

- a. Amendment: Purchase and Sales Agreement Three Rivers Entertainment District - Addendum 6
- b. Contract: Reciprocal Parking Agreement for Three Rivers Convention Center and Hotel Expansion
- c. Development Agreement: Three Rivers Convention Center and Hotel Expansion

6. COUNCIL COMMENTS & DISCUSSION

7. CONCLUSION



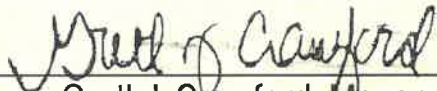
Certificate of
Appreciation

Presented to

Richard Reuther

In appreciation of the time, talents, and resources you have devoted to
enhancing the City of Kennewick through your service on the Arts Commission,
with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

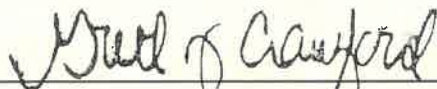
Erin Erdman, City Manager



Certificate of
Appreciation
Presented to
Bethany Lee

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Arts Commission, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

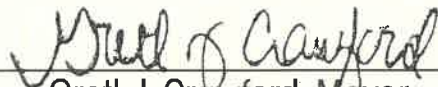
Erin Erdman, City Manager



Certificate of
Appreciation
Presented to
Bobbie Littrell

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Block Grant Advisory Committee, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



Certificate of
Appreciation

Presented to

Christy Watts

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Block Grant Advisory Committee, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025

A handwritten signature in dark ink, appearing to read "Gretl J. Crawford".

Gretl J. Crawford, Mayor

Erin Erdman, City Manager



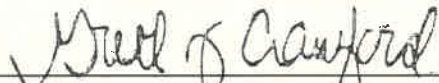
Certificate of
Appreciation

Presented to

Vel Wright

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Block Grant Advisory Committee, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



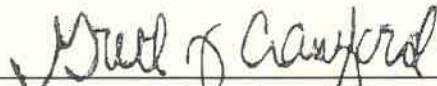
Certificate of
Appreciation

Presented to

Sandi Strawn

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Civil Service Commission, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



Certificate of
Appreciation

Presented to

Gary Williams

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Fire Pension Board and Disability Board, with your terms concluding on March 31, 2025.

Presented this 6th day of May 2025

A handwritten signature in dark ink, appearing to read "Gretl J. Crawford".

Gretl J. Crawford, Mayor

Erin Erdman, City Manager



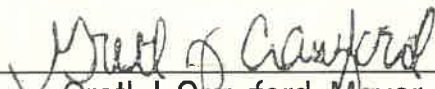
Certificate of
Appreciation

Presented to

Thomas Moak

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service as a Board Member of the Kennewick Housing Authority, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



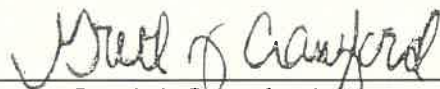
Certificate of
Appreciation

Presented to

Veronica Griffith

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Planning Commission, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



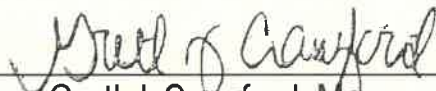
Certificate of
Appreciation

Presented to

Thomas Helgeson

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Planning Commission, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



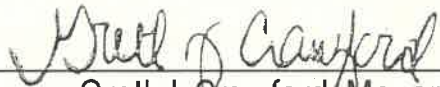
Certificate of
Appreciation

Presented to

Ken Short

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service on the Planning Commission, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025


Gretl J. Crawford, Mayor

Erin Erdman, City Manager



Certificate of
Appreciation

Presented to

John Neill

In appreciation of the time, talents, and resources you have devoted to enhancing the City of Kennewick through your service as a Board Member of the Kennewick Public Facilities District, with your term concluding on March 31, 2025.

Presented this 6th day of May 2025

Gretl J. Crawford

Gretl J. Crawford, Mayor

Erin Erdman, City Manager



Proclamation

WHEREAS, every day, residents of Kennewick, and visitors to the City directly benefit from the dedication and commitment of City of Kennewick employees, those public servants and unsung heroes that keep Kennewick Running; and

WHEREAS, City of Kennewick employees represent numerous occupations and trades, possess a broad array of skills and expertise and put these to use with efficiency and integrity for everyone in our City; and

WHEREAS, while elected officials come and go, the consistency and institutional knowledge of City of Kennewick employees offers continuity of service across years and election cycles and is essential to the smooth functioning of our City over time; and

WHEREAS, many City of Kennewick employees, including our police officers and firefighters, risk their safety and in some cases their lives in service of the people of the City of Kennewick; and

WHEREAS, we all owe a substantial debt of gratitude to City of Kennewick employees; **NOW THEREFORE**,

I, GRETJ CRAWFORD, Mayor of the City of Kennewick, on behalf of the Kennewick City Council, do hereby proclaim May 4 – 10, 2025, as

PUBLIC SERVICE RECOGNITION WEEK

in the City of Kennewick. I urge all residents to join us in showing appreciation of the achievements and contributions of Kennewick city employees and to take time to recognize the value we all gain from their dedicated service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 6th day of May 2025.

SIGNED

GRETJ. CRAWFORD,
Mayor

ATTEST

KRYSTAL JOHNSON,
City Clerk



Proclamation

WHEREAS, the office of the municipal clerk, is a time-honored and vital position in local government, which exists throughout the world; and

WHEREAS, the office of the City Clerk holds the distinction of being the oldest amongst public servants; and

WHEREAS, the City Clerk serves as the community's historian, as they hold the responsibility for preserving the entire recorded history of Kennewick and its residents; and

WHEREAS, the office of the City Clerk serves as the professional connection between the citizens, local governing bodies, and government agencies at different levels; and

WHEREAS, professional City Clerks have committed to always maintain their neutrality and impartiality, providing equal service to everyone; and

WHEREAS, the City Clerk serves as the information center on functions of local government and community; and

WHEREAS, City Clerks are dedicated to enhancing the management of their professional municipal clerk office by engaging in educational programs, seminars, workshops, and attending annual meetings held by their state, provincial, county, and international professional associations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the City Clerk's Office;

NOW, THEREFORE, I, GRETLE CRAWFORD, Mayor of the City of Kennewick, on behalf of the Kennewick City Council, do hereby proclaim May 4 through 10, 2025, as

PROFESSIONAL MUNICIPAL CLERK WEEK IN KENNEWICK

Accordingly, I extend appreciation to our City Clerk Krystal Johnston and Deputy City Clerk, Brandi Ralston, for the vital services they perform and their exemplary dedication to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 6th day of May 2025.

SIGNED

GRETLE J. CRAWFORD,
Mayor

ATTEST

ERIN ERDMAN,
City Manager



Proclamation

WHEREAS, the Congress and President Kennedy of the United States, proclaimed May 15th as National Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Kennewick Police Department are our guardians of life and property, defenders of the individual right to be free people, warriors in the war against crime, and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of Kennewick has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service, NOW, THEREFORE,

I, GRETJ CRAWFORD, Mayor of the City of Kennewick, on behalf of the Kennewick City Council, do hereby proclaim May 11 – 17, 2025, as

NATIONAL POLICE WEEK

with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful devotion to their responsibilities have rendered a dedicated service to their communities.

I further call upon all citizens of Kennewick to make every effort to honor those peace officers, who through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 6th day of May 2025.

SIGNED

GRETJ J. CRAWFORD,
Mayor

ATTEST

KRYSTAL JOHNSTON,
City Clerk



Proclamation

WHEREAS Kennewick is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS these modern building codes include safeguards to protect the public from hazards, and;

WHEREAS Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS each year, in observance of Building Safety Month, people are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property; NOW, THEREFORE,

I, GRETJ CRAWFORD, Mayor of the City of Kennewick, on behalf of the Kennewick City Council, do hereby proclaim May 2025, as

BUILDING SAFETY MONTH IN KENNEWICK

Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 6th day of May 2025.

SIGNED

GRETJ. CRAWFORD,
Mayor

ATTEST

KRYSTAL JOHNSTON,
City Clerk

Council Agenda Coversheet	Item Number: 4.a. Date: 5/6/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: April 15, 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's Office 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.		
Attachments: 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
April 15, 2025**

City Council Present:

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

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

City Staff Present:

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

Cary Roe, Deputy City Manager
Lisa Beaton, Deputy City Manager
Krystal Johnston, City Clerk
Chad Crouch, Executive Services Director
Michael Heffner, Deputy Fire Chief
Alisha Piper, Senior Planner

1. CALL TO ORDER

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

Ms. Johnston stated all councilmembers were in attendance with Mayor Pro Tem Torelli joining remotely.

Councilmember Beauchamp led the Pledge of Allegiance.

No volunteers offered an invocation.

Proclamation: Arbor Day

Councilmember Anderson read the Arbor Day proclamation into the record and presented it to Parks and Recreation Commissioner Ken Hahn.

Proclamation: International Firefighters Day

Councilmember Millbauer read the International Firefighters Day proclamation into the record and presented it to Battalion Chief Connor Webb.

Retirement Service Recognition: Tony Ostojka, Building Office, 9 Years of Service

Mayor Crawford presented Mr. Ostojka with a plaque and read it into the record and remarked about her personal observations regarding the exemplary building department Mr. Ostojka helped to create. Mr. Ostojka briefly thanked the Council and his colleagues, stating that their hard work made it possible for the achievements he's made.

At 6:38 p.m. Mayor Crawford announced a 10-minute recess to celebrate Mr. Ostojka.

At 6:48 p.m. Mayor Crawford called the meeting back to order.

2. VISITORS:

Four visitors spoke in opposition to a proposed subdivision at 5304 W 8th Avenue.

A visitor spoke in appreciation of the recently approved Trails Master Plan and mentioned an upcoming event whereby Widgeon Way will be introduced to the public.

3. APPROVAL OF AGENDA

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

4. CONSENT AGENDA

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

- a. **Meeting Minutes: April 1, 2025, City Council Special Meeting**
Motion to approve the minutes as presented.
- b. **Meeting Minutes: April 1, 2025, City Council Regular Meeting**
Motion to approve the minutes as presented.
- c. **Meeting Minutes: April 8, 2025, City Council Workshop Meeting**
Motion to approve the minutes as presented.
- d. **Claims Roster: March 2025**
Motion to approve the Claims Roster for March 2025 in the amount of \$6,966,750.52 comprised of electronic payments and check numbers 318710-319061.
- e. **Payroll Roster: For the Pay Period Ending 03/31/2025**
Motion to approve the payroll roster for the pay period ending 03/31/2025.
- f. **Board & Commission Vacancy: Arts Commission Appointment**
Motion to approve the Interview Committee's recommendation to reappoint Jason Watson to Position 1 and appoint Marguerite Finch to Position 2 of the Arts Commission with terms expiring March 31, 2029.
- g. **Grant: Quinault & Columbia Center Blvd. Intersection - WSDOT Supplemental Agreement**
Motion to approve the supplemental agreement as presented.
- h. **Final Plat: Canal Landing Generally Located at 4711 W Canal Drive; SUB-2025-0003**
Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Canal Landing, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.
- i. **Contract: Zone 2 East Olympia Transmission Main Supplemental Agreement No. 1 with J-U-B Engineers, Inc.**
Motion to approve the supplemental agreement as presented.

5. ORDINANCES & RESOLUTIONS:

- a. **Ordinance 25-6090: Establishing Development-Related Fire Impact Fees Adding KMC Chapter 3.95**

Chief Michael introduced the agenda item, noted the was reviewed in two previous meetings, and offered to address any questions. Ms. Erdman clarified the distinction between the ordinance and the resolution, highlighting the advantages of separating the structure of the fee program from the fee amounts under this approach. Ms. Erdman also detailed the differences between the two fee

schedule scenarios. Scenario Two incorporates the financing costs (interest from bonds), while Scenario One does not recover those expenses. Instead, in Scenario One, the financing costs would be shared equally among all residents of Kennewick not just new developers in Southridge.

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE RELATING TO REVENUE AND TAXATION AND ADDING CHAPTER 3.95 TO THE KENNEWICK MUNICIPAL CODE

MOTION:	Councilmember Beauchamp moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	Councilmembers participated in an extensive debate regarding the impact fee's benefits, its application (whether limited to Southridge or citywide), and the potential modification of the ordinance to eliminate the automatic annual increase based on the CPI index. They also examined how these fees affect development. The council weighed the advantages and drawbacks of the ordinance, with several members discussing the philosophy behind requiring one area to cover infrastructure costs instead of the entire city. Additionally, the council reviewed the scope of this ordinance; Ms. Erdman clarified that the KMC could later be updated to extend the development fee citywide after assessing capital costs and fees. She pointed out that this ordinance was presented now due to the rapid pace of development in the Southridge area and the diminishing opportunity to recover development fees.
VOTE:	The motion passed 5-2; Councilmember Beauchamp and Councilmember Trumbo dissenting.
<i>The City Clerk assigned Ordinance No. 25-6090</i>	

a.1. Resolution 25-05: Fire Impact Fee Schedule

Chief Michael outlined the distinctions between the two scenarios: scenario two incorporates financing costs within the fee, while scenario one excludes these charges. The Council posed further questions for clarification, such as costs linked to different unit classifications, the potential to modify the fee schedule, and the approach to distributing financing fees citywide as opposed to limiting them to the Southridge area. Additionally, the Council inquired about zoning, call types, levels of service, and other factors concerning nursing home facilities.

MOTION:	Mayor Pro Tem Torelli moved to adopt the resolution presented under Scenario 2.
SECOND:	Councilmember Millbauer.
DISCUSSION:	Councilmembers discussed the issue at length. Several Councilmembers expressed opposition to Scenario 2, citing concerns over the high fees and the methodology used to calculate them. While some Councilmembers supported Scenario 2, others favored Scenario 1, with several expressing unease regarding the elevated per-bed fee for residential care facilities under both scenarios. In response to an inquiry, staff clarified that accessory dwelling units (ADUs) are charged at 50% of the single-family fee, as mandated by state statute.
VOTE:	The motion passed 4-3; Mayor Crawford, Councilmember Anderson, and Councilmember Beauchamp dissenting.
<i>The City Clerk assigned Resolution No. 25-05</i>	

b. Ordinance 25-6091: Establishing a Fire Department Nuisance Alarm Deterrent Program Amending KMC Sections 9.48.010 and 9.48.020

Chief Michael provided a staff report; noting that Council discussed this topic at length during previous meetings. However, he provided additional details and answers to questions raised by Council during the earlier meetings.

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE RELATING TO NUISANCES AND AMENDING SECTIONS 9.48.010 AND 9.48.020 OF THE KENNEWICK MUNICIPAL CODE

MOTION:	Councilmember Millbauer moved to adopt the ordinance as presented.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	Statements were made in support of the ordinance in terms of timing, the fee, and other aspects.
VOTE:	The motion passed unanimously (7-0).

The City Clerk assigned Ordinance No. 25-6091

c. Ordinance 25-6092: Change of Zone - Ehlis & Schmidt at 2109, 2117, 2123 and 2207 W 21st Ave from Residential, Suburban Density (RS) to Residential, Low Density (RL) (COZ-2025-0001)

Mayor Crawford explained this is a site-specific, quasi-judicial matter and is subject to the Appearance of Fairness Doctrine. Mayor Crawford asked the following questions of the Councilmembers:

1. Do you have any interest in the property or the application, or do you own property within 300' of the subject property?
2. Will you stand to gain or lose any financial benefit as a result of the outcome of this proceeding?
3. Are you unable to consider the application in a fair and objective manner?
4. Have you engaged in any ex-parte communications with either proponents or opponents?

No Councilmembers answered yes; therefore, Mayor Crawford announced Council could consider the matter fairly.

Ms. Piper provided a staff report.

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 2109 W. 21ST AVENUE, 2117 W. 21ST AVENUE, 2123 W. 21ST AVENUE, 2207 W. 21ST AVENUE FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 2025-0001, Steven L. & Parmelia M. Schmidt (2109, 2117 and 2123 W. 21st Avenue; and Jonathon J. Ehlis (2207 W. 21st Avenue))

MOTION:	Councilmember Millbauer moved to adopt the ordinance as presented.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	Staff provided clarification in terms of lot sizes.
VOTE:	The motion passed unanimously (7-0).

The City Clerk assigned Ordinance No. 25-6092

6. COUNCIL COMMENTS/DISCUSSION:

Ms. Erdman requested the Council's agreement to present a citywide fire impact fee ordinance at an upcoming meeting. A consensus supporting this initiative was achieved, and Ms. Erdman will proceed to prepare the necessary materials for review and discussion.

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

7. CONCLUSION: Mayor Crawford concluded the meeting at 8:29 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/338987>

Council Agenda Coversheet	Item Number: 4.b. Date: 5/6/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: April 22, 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's Office 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.		
Attachments: 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL & PLANNING COMMISSION JOINT WORKSHOP
April 22, 2025**

City Council Present:

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

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

Planning Commissioners Present:

James Hempstead, *Chair*
Tina Gregory, *Vice Chair*
Douglas Perez, *Commissioner*
Ana Rahimlou, *Commissioner*

Mark Barger, *Commissioner*
Michelle Morales, *Commissioner*
Christopher Arneson, *Commissioner*

City Staff Present:

Erin Erdman, *City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Jessica Platt, *Finance Director*
Chad Crouch, *HR Director*
Krystal Johnston, *City Clerk*

Anthony Muai, *Planning Director*
Steve Donovan, *Planning Manager*
Matt Halitsky, *Senior Planner*
Alisha Piper, *Planner*
Jason Kiel, *Police Commander*
Nick Farline, *Parks, Facilities, & Recreation Director*

Consultants Present:

Bob Bengford, *Principle, Makers Architecture and Urban Design*
Scott Bonjukian, *Project Manager, Makers Architecture and Urban Design*
Taskina Tareen, *Project Manager, BERK Consulting*

CALL TO ORDER. Mayor Crawford called the meeting to order at 6:30 p.m. Planning Commissioners and Councilmembers introduced themselves as noted above. Mayor Crawford explained Mayor Pro Tem Torelli and Councilmember Millbauer were joining remotely. Mayor Crawford announced there were no citizen comments submitted.

1. 2025 COMPREHENSIVE PLAN PERIODIC UPDATE KICK-OFF. Mr. Muai introduced the project consultants as noted above. The consultants facilitated the discussion to provide Councilmembers and Commissioners with valuable insights regarding the upcoming periodic update. Throughout the presentation, they actively engaged the audience and participants in a survey to evaluate several questions that might be featured in the public visioning and concepts survey. [Clerk's note: The live survey results have been made available in the meeting materials on the agenda portal]. Participants raised clarifying questions and exchanged diverse viewpoints, with some emphasizing the importance of having another focused discussion in the near future.

GENERAL DISCUSSION: Mayor Crawford shared that, last week, she requested Ms. Erdman to distribute a letter to all Councilmembers regarding the Protection & Preservation of Girls' Sports; she then read the proposed letter aloud. Mayor Crawford noted that regional agencies plan to forward the letter to the legislative delegations of Washington's 8th, 9th, 14th, 15th, and 16th Districts. Additionally, she

mentioned that the letter will be sent out before the next regular City Council meeting; therefore, Council input was necessary at tonight's meeting. She asked for Council's consensus to sign the letter as presented. The majority of Councilmembers spoke to the reasons they agreed to send the letter as proposed, while Mayor Pro Tem Torelli and Councilmember Millbauer shared their reasons for their opposition. Mayor Crawford stated that based on this feedback, she would sign and send the letter.

CONCLUSION. Mayor Crawford concluded the meeting at 8:29 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/340854>

Council Agenda Coversheet	Item Number: 4.c. Date: 5/6/2025 Item Type: General Business Item		Category: Consent Agenda						
	Subject: Claim Roster: Toyota Center Operations and Box Office Accounts								
	Department: Finance								
	Ordinance/Resolution #: Added by Clerk Contract #: Enter # Here if Applicable								
	Project #: Enter # Here if Applicable Permit #: Enter # Here if Applicable								
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2025 as presented.									
<u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2025 in the amount of \$773,247.08 comprised of check numbers 28184-28245 in the amount of \$547,185.27 and electronic transfers in the amount of \$226,061.81.									
<u>Summary</u> The payments on this Claims Roster are comprised of the following issuances during the period 3/1/2025-3/31/2025:									
<table> <tr> <td>Check numbers: 28184 - 28245</td> <td>\$547,185.27</td> </tr> <tr> <td>Electronic payments (EFT):</td> <td>\$226,061.81</td> </tr> <tr> <td>Total</td> <td>\$773,247.08</td> </tr> </table>				Check numbers: 28184 - 28245	\$547,185.27	Electronic payments (EFT):	\$226,061.81	Total	\$773,247.08
Check numbers: 28184 - 28245	\$547,185.27								
Electronic payments (EFT):	\$226,061.81								
Total	\$773,247.08								
<u>Alternatives</u>									
<u>Fiscal Impact</u> \$773,247.08									
<u>Attachments:</u> 1. Claims Roster									

**Toyota Center and Arena
Claims Roster
03/31/2025**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
<u>TOYO Sterling Operating Account</u>				
03/05/25		Wire Transfer	Pepper Entertainment (00002656)	63,385.09
	03/05/25		Brantley Gilbert Settle 3/1	63,385.09
	102150	• A/P Settlements	Brantley Gilbert Settle 3/1	63,385.09
03/07/25		Wire Transfer	Harlem Globe Trotters (00000397)	90,125.93
	03/07/25		HGI Settle Kennewick 2/1/25	90,125.93
	102150	• A/P Settlements	HGI Settle Kennewick 2/1/25	90,125.93
03/07/25		Wire Transfer	King Beverage Inc. (00002728)	12,648.00
	03/07/25	3100123	BEER	12,648.00
	101413	• Inventory - Beer	BEER	12,648.00
03/07/25		Wire Transfer	Southern Glazer's of WA (00002855)	3,018.45
	03/07/25	4959953	LIQUOR	3,018.45
	101415	• Inventory - Liquor	LIQUOR	3,018.45
03/05/25	28184	Auto Check	Backstage Electric, Inc. (00002752)	13,314.00
	03/05/25	2879	EVENT LABOR	13,314.00
	107034	• Event Labor - Stagehands	EVENT LABOR	13,314.00
03/05/25	28185	Auto Check	Rocky Mountain Rigging (00002781)	6,836.00
	03/05/25	030125	EVENT LABOR	6,836.00
	107034	• Event Labor - Stagehands	PO 3-1-2025 V2 EVENT LABOR	6,836.00

03/07/25	28186	Auto Check	Tri-City Americans (00000851)			202,516.89
	03/07/25	2530	AMS VS PORTLAND 1/3/25		25,714.72	25,714.72
	102150	• A/P Settlements	AMS VS PORTLAND 1/3/25	25,714.72		
	03/07/25	2597	AMS VS WENATCHEE 1/5/25		11,105.46	11,105.46
	102150	• A/P Settlements	AMS VS WENATCHEE 1/5/25	11,105.46		
	03/07/25	2599	AMS VS SEATTLE 1/10/25		15,626.16	15,626.16
	102150	• A/P Settlements	AMS VS SEATTLE 1/10/25	15,626.16		
	03/07/25	2600	AMS VS VICTORIA 1/11/25		17,813.57	17,813.57
	102150	• A/P Settlements	AMS VS VICTORIA 1/11/25	17,813.57		
	03/07/25	2601	AMS VS LETBRIDGE 1/15/25		2,213.28	2,213.28
	102150	• A/P Settlements	AMS VS LETBRIDGE 1/15/25	2,213.28		
	03/07/25	2602	AMS vs Wenatchee 1/18/25		23,593.07	23,593.07
	102150	• A/P Settlements	AMS vs Wenatchee 1/18/25	23,593.07		
	03/07/25	2603	AMS vs Medicine Hat 1/25/25		20,395.85	20,395.85
	102150	• A/P Settlements	AMS vs Medicine Hat 1/25/25	20,395.85		
	03/07/25	2604	AMS vs Prince George 2/4/25		2,662.25	2,662.25
	102150	• A/P Settlements	AMS vs Prince George 2/4/25	2,662.25		
	03/07/25	2605	AMS vs Victoria 2/7/25		13,344.10	13,344.10
	102150	• A/P Settlements	AMS vs Victoria 2/7/25	13,344.10		
	03/07/25	2606	AMS vs Spokane 2/14/25		39,259.97	39,259.97
	102150	• A/P Settlements	AMS vs Spokane 2/14/25	39,259.97		
	03/07/25	2607	AMS vs Spokane 2/22/25		30,788.46	30,788.46
	102150	• A/P Settlements	AMS vs Spokane 2/22/25	30,788.46		
03/12/25		Wire Transfer	The Odom Corporation (00002856)			1,967.15
	03/12/25	8429731	BEER		1,967.15	1,967.15
	101413	• Inventory - Beer	BEER	1,967.15		
03/12/25	28187	Auto Check	Kennewick Union Firefighters L-1296 (00003455)			4,225.00
	03/12/25	JANUARY 2025	EVENT LABOR		4,225.00	4,225.00
	107404	• Event Contracted Labor	EVENT LABOR JAN 2025	4,225.00		

03/13/25	28188	Auto Check	Advanced Protection Services, Inc. (00002751)			732.38
	03/13/25	R159526	SECURITY FIRE ALARM		43.43	
	107209	• Security & Fire Alarm System	SECURITY FIRE ALARM	43.43		
	03/13/25	R159525	SECURITY MONITORING		43.43	
	107209	• Security & Fire Alarm System	SECURITY MONITORING	43.43		
	03/13/25	R159524	SECURITY MONITORING		418.50	
	107209	• Security & Fire Alarm System	SECURITY MONITORING	418.50		
	03/13/25	R159523	SECURITY MONITORING		73.86	
	107209	• Security & Fire Alarm System	SECURITY MONITORING	73.86		
	03/13/25	R159522	SECURITY MONITORING		79.30	
	107209	• Security & Fire Alarm System	SECURITY MONITORING	79.30		
	03/13/25	R159521	SECURITY MONITORING		73.86	
	107209	• Security & Fire Alarm System	SECURITY MONITORING	73.86		
03/13/25	28189	Auto Check	Alsco (00002738)			24.37
	03/13/25	LSPO2819921	UNIFORMS		24.37	
				Due To/From TRCC	24.37	
03/13/25	28190	Auto Check	Baskin Robbins (00002754)			6,318.93
	03/13/25	4674	CONCESSION SALES		1,981.11	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	1,981.11		
	03/13/25	3527	CONCESSION SALES		1,618.15	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	1,618.15		
	03/13/25	4348	CONCESSION SALES		1,968.03	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	1,968.03		
	03/13/25	1926	CONCESSION SALES		751.64	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	751.64		
03/13/25	28191	Auto Check	Bobablastic (00003078)			2,885.02
	03/13/25	4674	CONCESSION SALES		1,002.12	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	1,002.12		
	03/13/25	3527	CONCESSION SALES		623.67	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	623.67		
	03/13/25	4348	CONCESSION SALES		928.71	
	104690	• Concession Sales - Third Party Expense	CONCESSION SALES	928.71		
	03/13/25	1926	CONCESSION SALES		330.52	
	104560	• Concessions Sales - Third Party	CONCESSION SALES	330.52		
03/13/25	28192	Auto Check	BRYNN MCGRIL (00004197)			160.00
	03/13/25	2813	LEARN TO SKATE		160.00	
	105004	• Learn to Skate	LEARN TO SKATE	160.00		

03/13/25	28193	Auto Check	Canon Solutions (00002757)			45.11
	03/13/25	6011119512	MAINTENANCE			45.11
	107211	• Equipment Repairs & Maintenance	MAINTENANCE		45.11	
03/13/25	28194	Auto Check	Carmen Contreras (00002762)			1,961.57
	03/13/25	4674	CONCESSION SALES			584.03
	104560	• Concessions Sales - Third Party	CONCESSION SALES		584.03	
	03/13/25	3527	CONCESSION SALES			530.75
	104560	• Concessions Sales - Third Party	CONCESSION SALES		530.75	
	03/13/25	4348	CONCESSION SALES			539.83
	104560	• Concessions Sales - Third Party	CONCESSION SALES		539.83	
	03/13/25	1926	CONCESSION SALES			306.96
	104560	• Concessions Sales - Third Party	CONCESSION SALES		306.96	
03/13/25	28195	Auto Check	Chapala Express (00002758)			6,754.17
	03/13/25	4674	CONCESSION SALES			2,216.52
	104560	• Concessions Sales - Third Party	CONCESSION SALES		2,216.52	
	03/13/25	3527	CONCESSION SALES			1,470.87
	104560	• Concessions Sales - Third Party	CONCESSION SALES		1,470.87	
	03/13/25	4348	CONCESSION SALES			2,022.62
	104560	• Concessions Sales - Third Party	CONCESSION SALES		2,022.62	
	03/13/25	1926	CONCESSION SALES			1,044.16
	104560	• Concessions Sales - Third Party	CONCESSION SALES		1,044.16	
03/13/25	28196	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)			182.46
	03/13/25	84053	TOOLS & SUPPLIES			182.46
	107201	• Tools & Supplies	TOOLS & SUPPLIES		182.46	
03/13/25	28197	Auto Check	City of Kennewick - Misc (00002830)			132,742.19
	03/13/25	17019	LIABILITY INSURANCE			122,624.69
	101660	• Prepaid Expenses - Manual	LIABILITY INSURANCE		122,624.69	
	03/13/25	17035	SECURITY SERVICES JAN 2025			5,747.50
	107404	• Event Contracted Labor	SECURITY SERVICES JAN 2025		5,747.50	
	03/13/25	17036	SECURITY SERVICES			4,370.00
	107037	• Event Labor - Security	SECURITY SERVICES DEC 2024		4,370.00	
03/13/25	28198	Auto Check	Coca-Cola (00000213)			12,475.75
	03/13/25	166515	FOOD			6,137.60
	101411	• Inventory - Food	FOOD		6,137.60	
	03/13/25	166301	FOOD			6,338.15
	101411	• Inventory - Food	FOOD		6,338.15	

03/13/25	28199	Auto Check	Concessions Supply (00002860)				1,774.85
	03/13/25	250446	FOOD				1,774.85
	101411	• Inventory - Food	FOOD			1,774.85	
03/13/25	28200	Auto Check	Cougar Digital Marketing & Design (00002861)				109.00
	03/13/25	14733	WEBSITE MAINTENANCE				109.00
	107302	• Venue Marketing & Non-Event Advertising	WEBSITE MAINTENANCE			109.00	
03/13/25	28201	Auto Check	Craig Bond (00002810)				700.00
	03/13/25	2810	LEARN TO SKATE				700.00
	105004	• Learn to Skate	LEARN TO SKATE			700.00	
03/13/25	28202	Auto Check	DevFuzion (00000278)				6,884.39
	03/13/25	26928	IT SUPPORT				6,820.47
	107104	• IT Support Services	IT SUPPORT			3,410.24	
				Due To/From TRCC		3,410.23	
	03/13/25	26880	IT SUPPORT				63.92
	107104	• IT Support Services	IT SUPPORT			31.96	
				Due To/From TRCC		31.96	
03/13/25	28203	Auto Check	Doggie Style Gourmet (00002767)				6,729.35
	03/13/25	4674	CONCESSION SALES				1,883.16
	104560	• Concessions Sales - Third Party	CONCESSION SALES			1,883.16	
	03/13/25	3527	CONCESSION SALES				1,652.67
	104560	• Concessions Sales - Third Party	CONCESSION SALES			1,652.67	
	03/13/25	4348	CONCESSION SALES				2,174.94
	104560	• Concessions Sales - Third Party	CONCESSION SALES			2,174.94	
	03/13/25	1926	CONCESSION SALES				1,018.58
	104560	• Concessions Sales - Third Party	CONCESSION SALES			1,018.58	
03/13/25	28204	Auto Check	GENNA KAUR (00004198)				102.00
	03/13/25	2812	LEARN TO SKATE				102.00
	105004	• Learn to Skate	LEARN TO SKATE			102.00	

03/13/25	28205	Auto Check	GoTo Communications, Inc. (00003770)				1,303.86
	03/13/25	IN7103660225	COMMUNICATIONS				1,303.86
	107205	• Communications	COMMUNICATIONS		651.93		
				Due To/From TRCC	651.93		
03/13/25	28206	Auto Check	Jacob's Radio (00002833)				340.00
	03/13/25	25020221	ADVERTISING				340.00
	107302	• Venue Marketing & Non-Event Advertising	ADVERTISING		340.00		
03/13/25	28207	Auto Check	Janine Adamson (00002809)				80.00
	03/13/25	2808	LEARN TO SKATE				80.00
	105004	• Learn to Skate	LEARN TO SKATE		80.00		
03/13/25	28208	Auto Check	Jennifer Bond (00002941)				700.00
	03/13/25	2811	LEARN TO SKATE				700.00
	105004	• Learn to Skate	LEARN TO SKATE		700.00		
03/13/25	28209	Auto Check	Kennewick Ranch & Home (00003069)				499.98
	03/13/25	2502-889207	BUILDING EQUIPMENT				499.98
	107215	• Building Equipment	BUILDING EQUIPMENT		499.98		
03/13/25	28210	Auto Check	Laura Alice Stafford (00004199)				119.00
	03/13/25	2815	LEARN TO SKATE				119.00
	105004	• Learn to Skate	LEARN TO SKATE		119.00		
03/13/25	28211	Auto Check	Michael Abbott (00002770)				360.00
	03/13/25	448-016296	FRYER SERVICE				180.00
	107508	• F&B Equipment Repairs & Maintenance	FRYER SERVICE		180.00		
	03/13/25	448-016345	FRYER SERVICE				180.00
	107508	• F&B Equipment Repairs & Maintenance	FRYER SERVICE		180.00		
03/13/25	28212	Auto Check	Mid Columbia Hockey Officials Association (00002777)				1,716.00
	03/13/25	25-005	GAMES WORKED 12/30/24-2/2/25				1,716.00
	107304	• Contracted Services	GAMES WORKED 12/30/24-2/2/25		1,716.00		
03/13/25	28213	Auto Check	Performance Digital (00002778)				5,000.00
	03/13/25	4595	ADVERTISING JORDAN PETERSON				5,000.00
	107402	• Event Advertising	ADVERTISING JORDAN PETERSON		5,000.00		

03/13/25	28214	Auto Check	Popcorn NW (00002773)				7,869.63
	03/13/25	4674		CONCESSION SALES			2,496.09
	104560	• Concessions Sales - Third Party		CONCESSION SALES	2,496.09		
	03/13/25	3527		CONCESSION SALES			2,081.53
	104560	• Concessions Sales - Third Party		CONCESSION SALES	2,081.53		
	03/13/25	4348		CONCESSION SALES			2,362.45
	104560	• Concessions Sales - Third Party		CONCESSION SALES	2,362.45		
	03/13/25	1926		CONCESSION SALES			929.56
	104560	• Concessions Sales - Third Party		CONCESSION SALES	929.56		
03/13/25	28215	Auto Check	Reign Drop LLC (00003211)				1,303.62
	03/13/25	S4176-25-5495		FOOD			208.30
	101411	• Inventory - Food		FOOD	208.30		
	03/13/25	S4176-25-5494		FOOD			73.15
	101411	• Inventory - Food		FOOD	73.15		
	03/13/25	S4176-25-5493		FOOD			218.29
	101411	• Inventory - Food		FOOD	218.29		
	03/13/25	RD-BOXES-0226		FOOD			235.20
	101411	• Inventory - Food		FOOD	235.20		
	03/13/25	S4176-25-5558		FOOD			216.65
	101411	• Inventory - Food		FOOD	216.65		
	03/13/25	S4176-25-5559		FOOD			84.07
	101411	• Inventory - Food		FOOD	84.07		
	03/13/25	S4176-25-5561		FOOD			86.13
	101411	• Inventory - Food		FOOD	86.13		
	03/13/25	S4176-25-5560		FOOD			181.83
	101411	• Inventory - Food		FOOD	181.83		
03/13/25	28216	Auto Check	Stephens Media Group (00002844)				1,266.50
	03/13/25	IN-1250214986		ADVERTISING			654.50
	107402	• Event Advertising		ADVERTISING	654.50		
	03/13/25	IN-1250214945		ADVERTISING			612.00
	107402	• Event Advertising		ADVERTISING	612.00		
03/13/25	28217	Auto Check	Sunbelt Rentals, Inc. (00002783)				2,270.09
	03/13/25	165674383-0001		RENTAL EQUIPMENT			628.12
	107305	• General Rental Equipment		RENTAL EQUIPMENT	628.12		
	03/13/25	165683293-0001		RENTAL EQUIPMENT			1,641.97
	107305	• General Rental Equipment		RENTAL EQUIPMENT	1,641.97		

03/13/25	28218	Auto Check	Taco City (00003055)			4,179.75
	03/13/25	4674		CONCESSION SALES		1,456.62
	104560	• Concessions Sales - Third Party		CONCESSION SALES	1,456.62	
	03/13/25	3527		CONCESSION SALES		1,023.58
	104560	• Concessions Sales - Third Party		CONCESSION SALES	1,023.58	
	03/13/25	4348		CONCESSION SALES		1,142.61
	104560	• Concessions Sales - Third Party		CONCESSION SALES	1,142.61	
	03/13/25	1926		CONCESSION SALES		556.94
	104560	• Concessions Sales - Third Party		CONCESSION SALES	556.94	
03/13/25	28219	Auto Check	Taylor Lee Nelson (00003414)			144.00
	03/13/25	2814		LEARN TO SKATE		144.00
	105004	• Learn to Skate		LEARN TO SKATE	144.00	
03/13/25	28220	Auto Check	Tim Berry (00002808)			252.00
	03/13/25	2809		LEARN TO SKATE		252.00
	105004	• Learn to Skate		LEARN TO SKATE	252.00	
03/13/25	28221	Auto Check	Townsquare Media-Tri Cities (00002784)			1,256.30
	03/13/25	5616305-1		EVENT ADVERTISING		572.05
	107402	• Event Advertising		EVENT ADVERTISING	572.05	
	03/13/25	5593511-1		ADVERTISING		684.25
	107302	• Venue Marketing & Non-Event Advertising		ADVERTISING	684.25	

03/13/25	28222	Auto Check	US Foods (00002786)			15,034.30
	03/13/25	7575-7575-05-1740860595371	FOOD		48.55	
	101411	• Inventory - Food	FOOD		48.55	
	03/13/25	3683752	FOOD			157.27
	101411	• Inventory - Food	FOOD		157.27	
	03/13/25	3667873	FOOD PO 5117			1,010.13
	101411	• Inventory - Food	FOOD PO 5117		1,010.13	
	03/13/25	3721196	FOOD			346.69
	101411	• Inventory - Food	FOOD		346.69	
	03/13/25	3667871	FOOD & BAR SUPPLIES			3,937.76
	101415	• Inventory - Liquor	BAR SUPPLIES		111.82	
	101413	• Inventory - Beer	BAR SUPPLIES		472.74	
	101411	• Inventory - Food	FOOD		3,353.20	
	03/13/25	3667870	FOOD			1,612.31
	101411	• Inventory - Food	FOOD		1,612.31	
	03/13/25	3859726	FOOD			25.07
	101411	• Inventory - Food	FOOD		25.07	
	03/13/25	3859721	FOOD			2,626.04
	101411	• Inventory - Food	FOOD		2,626.04	
	03/13/25	3859722	FOOD & BAR SUPPLIES			5,270.48
	101411	• Inventory - Food	FOOD		4,708.41	
	101411	• Inventory - Food	FOOD & BAR SUPPLIES		351.52	
	101411	• Inventory - Food	FOOD & BAR SUPPLIES		210.55	
03/13/25	28223	Auto Check	Vistar Corporation (00002787)			1,464.87
	03/13/25	75356549	FOOD			1,537.32
	101411	• Inventory - Food	FOOD		1,537.32	
	03/13/25	75356549 CR	FOOD			-72.45
	101411	• Inventory - Food	FOOD		-72.45	
03/13/25	28224	Auto Check	WCP Solutions (00002788)			2,979.72
	03/13/25	13974780	JANITORIAL SUPPLIES			2,306.71
	107203	• Janitorial Supplies	JANITORIAL SUPPLIES		2,306.71	
	03/13/25	13974781	JANITORIAL SUPPLIES			673.01
	107203	• Janitorial Supplies	JANITORIAL SUPPLIES		673.01	
03/13/25	28225	Auto Check	Ahava Coffee Co LLC (00004239)			544.50
	03/13/25	03270				544.50
	107409	• Backstage Catering	Coffee Cart for Theo Von		544.50	

03/14/25	28226	Auto Check	HAND VIBES BY SARAH SKAGERBERG (00004240)				255.00
03/14/25	03142025		EVENT EXPENSE FOR THEO VON			255.00	
107404	• Event Contracted Labor		EVENT EXPENSE FOR THEO VON CHAIR MASSAGE		255.00		
03/18/25		Wire Transfer	Washington State Department of Revenue (00002989)				2,505.00
03/18/25	2025 Business License TOYO					2,505.00	
107108	• Licenses & Permits		2025 Business License TOYO		2,505.00		
03/21/25		Wire Transfer	The Odom Corporation (00002856)				1,480.86
03/21/25	8549512		BEER			1,480.86	
101413	• Inventory - Beer		BEER		1,480.86		
03/21/25		Wire Transfer	Southern Glazer's of WA (00002855)				1,760.07
03/21/25	4972364		LIQUOR			1,760.07	
101415	• Inventory - Liquor		LIQUOR		1,760.07		
03/17/25		Wire Transfer	King Beverage Inc. (00002728)				5,691.50
03/17/25	3103271		BEER			5,691.50	
101413	• Inventory - Beer		BEER		5,691.50		
03/17/25	28227	Auto Check	Backstage Electric, Inc. (00002752)				7,183.00
03/17/25	2883		EVENT LABOR			7,183.00	
107404	• Event Contracted Labor		EVENT LABOR		7,183.00		
03/17/25	28228	Auto Check	Paul Boskovich (00002984)				250.00
03/17/25	25-0314365		EVENT LABOR			250.00	
107404	• Event Contracted Labor		EVENT LABOR		250.00		
03/17/25	28229	Auto Check	Rocky Mountain Rigging (00002781)				3,759.40
03/17/25	011125		EVENT LABOR			3,759.40	
107404	• Event Contracted Labor		EVENT LABOR		3,759.40		
03/24/25		Wire Transfer	King Beverage Inc. (00002728)				11,111.75
03/24/25	3106025		BEER			11,111.75	
101413	• Inventory - Beer		BEER		11,111.75		

03/26/25		Wire Transfer	Washington State Department of Revenue (00002989)				29,257.31
	03/26/25	TOYO B&O Feb 2025	TOYO B&O Feb 2025				29,257.31
	102325	• B&O Tax Payable	TOYO B&O Feb 2025		3,606.96		
	102310	• Sales Tax Payable - State	TOYO B&O Feb 2025		23,283.57		
	107603	• B&O Taxes	TOYO B&O Feb 2025		2,366.78		
03/25/25	28230	Auto Check	Paul Boskovich (00002984)				250.00
	03/25/25	Runner for Fluffy					250.00
	107404	• Event Contracted Labor	Runner for Fluffy 3/21		250.00		
03/25/25	28231	Auto Check	Adrianne Emineth (00003013)				300.00
	03/25/25	Runner for Fluffy 3/21					300.00
	107404	• Event Contracted Labor	Runner for Fluffy 3/21		300.00		
03/26/25	28232	Auto Check	Baskin Robbins (00002754)				5,574.85
	03/26/25	31625	THIRD PARTY CONSESSIONS				1,460.45
	104560	• Concessions Sales - Third Party	THIRD PARTY CONSESSIONS		1,460.45		
	03/26/25	32125	THIRD PARTY CONSESSIONS				1,549.21
	104560	• Concessions Sales - Third Party	THIRD PARTY CONSESSIONS		1,549.21		
	03/26/25	32225	THIRD PARTY CONSESSIONS				1,987.83
	104560	• Concessions Sales - Third Party	THIRD PARTY CONSESSIONS		1,987.83		
	03/26/25	32325	THIRD PARTY CONSESSIONS				577.36
	104560	• Concessions Sales - Third Party	THIRD PARTY CONSESSIONS		577.36		
03/26/25	28233	Auto Check	Benton PUD (00000121)				32,853.49
	03/26/25	03142025	ELECTRICITY				18,888.66
				Due To/From TRCC	18,888.66		
	03/26/25	020825-030825	ELECTRICITY				260.01
	107216	• Electricity	ELECTRICITY		260.01		
	03/26/25	02072025-03082025	ELECTRICITY 2/7/25-3/8/25				4,698.72
	107216	• Electricity	ELECTRICITY		4,698.72		
	03/26/25	272025-382025	ELECTRICITY				9,006.10
	107216	• Electricity	ELECTRICITY 2/7/25-3/8/25		9,006.10		

03/26/25	28234	Auto Check	Bobablastic (00003078)			2,541.80
	03/26/25	31625	THIRD PARTY CONCESSIONS		745.21	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	745.21		
	03/26/25	32125	THIRD PARTY CONCESSIONS		927.48	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	927.48		
	03/26/25	32225	THIRD PARTY CONCESSIONS		869.11	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	869.11		
03/26/25	28235	Auto Check	Carmen Contreras (00002762)			1,030.13
	03/26/25	31625	THIRD PARTY CONCESSIONS		391.87	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	391.87		
	03/26/25	32225	THIRD PARTY CONCESSIONS		638.26	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	638.26		
03/26/25	28236	Auto Check	Cascade Natural Gas (00000161)			7,173.63
	03/26/25	020825-030425	NATURAL GAS		7,173.63	
	107217	• Natural Gas	NATURAL GAS	7,173.63		
03/26/25	28237	Auto Check	Cascade Natural Gas (00000161)			909.01
	03/26/25	2825-3425	NATURAL GAS		909.01	
	107217	• Natural Gas	NATURAL GAS	909.01		
03/26/25	28238	Auto Check	Chapala Express (00002758)			4,243.67
	03/26/25	31625	THIRD PARTY CONCESSIONS		1,912.73	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	1,912.73		
	03/26/25	32225	THIRD PARTY CONCESSIONS		2,330.94	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	2,330.94		
03/26/25	28239	Auto Check	Doggie Style Gourmet (00002767)			3,468.97
	03/26/25	31625	THIRD PARTY CONCESSIONS		1,546.41	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	1,546.41		
	03/26/25	32225	THIRD PARTY CONCESSIONS		1,922.56	
	104560	• Concessions Sales - Third Party	THIRD PARTY CONCESSIONS	1,922.56		
03/26/25	28240	Auto Check	Fastsigns (00002768)			0.00
				VOID		

03/26/25	28241	Auto Check	Loomis (00002895)				373.77
	03/26/25	13683721		AROMORED CAR			373.77
					Due To/From TRCC	186.88	
	107304	• Contracted Services		ARMORED CAR		186.89	
03/26/25	28242	Auto Check	Quality Signs (00002911)				1,616.92
	03/26/25	7577		SIGNAGE			1,616.92
	107314	• Signage Expense		SIGNAGE		1,616.92	
03/26/25	28243	Auto Check	Reign Drop LLC (00003211)				1,463.25
	03/26/25	S4176-25-5562		FOOD			118.89
	101411	• Inventory - Food		FOOD		118.89	
	03/26/25	S4176-25-5563		FOOD			51.31
	101411	• Inventory - Food		FOOD		51.31	
	03/26/25	S4176-25-5653		FOOD			191.63
					Due To/From TRCC	191.63	
	03/26/25	S4176-25-5654		FOOD			170.91
	101411	• Inventory - Food		FOOD		170.91	
	03/26/25	S4176-25-5655		FOOD			73.15
	101411	• Inventory - Food		FOOD		73.15	
	03/26/25	RD-BOXES-0317		FOOD			235.20
	101411	• Inventory - Food		FOOD		235.20	
	03/26/25	S4176-25-5709		FOOD			224.39
	101411	• Inventory - Food		FOOD		224.39	
	03/26/25	S4176-25-5711		FOOD			84.07
	101411	• Inventory - Food		FOOD		84.07	
	03/26/25	S4176-25-5710		FOOD			216.65
	101411	• Inventory - Food		FOOD		216.65	
	03/26/25	S4176-25-5714		FOOD			97.05
	101411	• Inventory - Food		FOOD		97.05	
03/26/25	28244	Auto Check	Taco City (00003055)				2,095.59
	03/26/25	31625		THIRD PARTY CONSESSIONS			916.36
	104560	• Concessions Sales - Third Party		THIRD PARTY CONSESSIONS		916.36	
	03/26/25	32225		THIRD PARTY CONSESSIONS			1,179.23
	104560	• Concessions Sales - Third Party		THIRD PARTY CONSESSIONS		1,179.23	

03/26/25	28245	Auto Check	US Foods (00002786)			15,685.24
	03/26/25	3481520		FOOD & BAR SUPPLIES		4,469.12
	101415	• Inventory - Liquor		BAR SUPPLIES	40.00	
	101413	• Inventory - Beer		BAR SUPPLIES	114.95	
	101411	• Inventory - Food		FOOD	4,314.17	
	03/26/25	3984052		FOOD		233.47
	101411	• Inventory - Food		FOOD	233.47	
	03/26/25	3984051		FOOD		2,354.39
	101411	• Inventory - Food		FOOD	2,354.39	
	03/26/25	4051738		FOOD		5,634.93
	101411	• Inventory - Food		FOOD	5,634.93	
	03/26/25	4067349		FOOD		57.67
	101411	• Inventory - Food		FOOD	57.67	
	03/26/25	4057227		FOOD		48.57
	101411	• Inventory - Food		FOOD	48.57	
	03/26/25	4174738		FOOD		151.13
	101411	• Inventory - Food		FOOD	151.13	
	03/26/25	4174736		FOOD		2,495.71
	101411	• Inventory - Food		FOOD	2,495.71	
	03/26/25	4239929		FOOD		45.03
	101411	• Inventory - Food		FOOD	45.03	
	03/26/25	4239930		FOOD		195.22
	101411	• Inventory - Food		FOOD	195.22	
03/31/25		Wire Transfer	American Payment Solutions - APS (00002969)			611.36
	03/31/25	TOYO CC fees Mar 2025				611.36
	107310	• Credit Card Fees		TOYO CC fees Mar 2025	611.36	
03/31/25		Wire Transfer	Revel Systems (00003299)			304.02
	03/31/25	Revel POS fees Mar 2025				304.02
	107514	• F&B Credit Card & Banking Fees		Revel POS fees Mar 2025	304.02	
03/31/25		Wire Transfer	Toast Inc (00004170)			2,109.28
	03/31/25	Toast POS fees Mar 2025				2,109.28
	107514	• F&B Credit Card & Banking Fees		Toast POS fees Mar 2025	2,109.28	
03/31/25		Wire Transfer	Fintech (00003296)			26.47
	03/31/25	Fintech fees Mar 2025				26.47
	107514	• F&B Credit Card & Banking Fees		Fintech fees Mar 2025	26.47	
Total Paid Toyota Center Operating:						773,187.51

TOYO Sterling Box Office Account

03/31/25	Wire Transfer	AMERICAN EXPRESS (00003298)	59.57
03/31/25	Box Office CC fees Mar 2025		59.57
107310	• Credit Card Fees	Box Office CC fees Mar 2025	
		Credit Card Fees	59.57

Total Paid Toyota Center Box Office: 59.57

Total Paid Toyota Center COMBINED: 773,247.08

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

Jessica Platt, Finance Director

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

Check numbers 28184-28245	\$	547,185.27
Electronic transfers - Operations		226,061.81
Total	\$	<u>773,247.08</u>

Exceptions:

Council Agenda Coversheet	Item Number: 4.d. Date: 5/6/2025 Item Type: General Business Item Subject: Claims Roster: Columbia Park Golf Course Account Department: Finance	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for March 2025. <u>Motion for Consideration</u> Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2025 in the amount of \$39,677.95 consisting of check numbers 2879-2888 and 2944-2952 in the amount of \$15,339.67 and electronic transfers in the amount of \$24,338.28. <u>Summary</u> <u>Alternatives</u> <u>Fiscal Impact</u> \$39,677.95		
Attachments: 1. Claims Roster		

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
MARCH 2025

<u>Check Number</u>	<u>Vendor Check Name</u>	<u>Check Date</u>	<u>Amount</u>	<u>Type</u>
NATIONWIDE 364179395 0325	NATIONWIDE	3/5/2025	513.08	EFT
2879	CASTLE ROCK SOLUTIONS, INC.	3/11/2025	\$114.40	CHECK
2880	CINTAS CORPORATION	3/11/2025	\$59.85	CHECK
2881	CLEVELAND GOLF/ SRIXON	3/11/2025	\$4,940.00	CHECK
2882	COLUMBIA POINT GOLF COURSE	3/11/2025	\$384.60	CHECK
2883	KENNEWICK GOLF CORPORATION	3/11/2025	\$5,417.33	CHECK
2884	PEPSI-COLA BOTTLING OF PASCO	3/11/2025	\$290.81	CHECK
2885	TOTAL E INTEGRATED INC.	3/11/2025	\$438.00	CHECK
2886	YELP	3/11/2025	\$40.00	CHECK
2887	BRIDGESTONE GOLF, INC.	3/25/2025	\$182.60	CHECK
2888	SUN WILLOWS GOLF COURSE	3/25/2025	\$257.39	CHECK
A00002944	CALLAWAY	3/25/2025	\$138.48	CHECK
A00002945	CINTAS CORPORATION	3/25/2025	\$132.98	CHECK
A00002946	CITY OF KENNEWICK	3/25/2025	\$194.11	CHECK
A00002947	CLEVELAND GOLF/ SRIXON	3/25/2025	\$965.52	CHECK
A00002948	COLEMAN OIL COMPANY	3/25/2025	\$491.92	CHECK
A00002949	R & R PRODUCTS, INC.	3/25/2025	\$812.81	CHECK
A00002950	SENSKE SERVICES	3/25/2025	\$217.40	CHECK
A00002951	WAMBEKE WINDOW WASHING	3/25/2025	\$125.00	CHECK
A00002952	WESTERN EQUIPMENT	3/25/2025	\$136.47	CHECK
WA DOR 0045812887	DEPARTMENT OF REVENUE	3/20/2025	\$1,647.01	EFT
ADPTS 4206355	ADP TOTAL SOURCE (AUTOPAY)	3/11/2025	\$2,749.70	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/7/2025	\$6,202.22	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/21/2025	\$8,708.58	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	3/31/2025	\$3,865.76	EFT
Bank Deduction	MERCHANT SERVICES	3/3/2025	\$647.50	EFT
Bank Deduction	US Bank	3/14/2025	\$4.43	EFT
			<u>\$ 39,677.95</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: 2879-2888 and 2944-2952	\$ 15,339.67
Electronic transfers	\$ 24,338.28
Total	<u><u>\$ 39,677.95</u></u>

Exceptions:

<u>Check Number</u>	<u>Vendor Check Name</u>	<u>Check Dated</u>	<u>Amount</u>	<u>Debit</u>	<u>Credit</u>
NATIONWIDE 364179395 0325	NATIONWIDE	3/3/2025		\$513.08	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$513.08
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS	\$513.08	
2879	CASTLEROCK	3/11/2025		\$114.40	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$114.40
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$114.40	
2880	CINTAS CORPORATION	3/11/2025		\$59.85	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$59.85
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$25.90	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$33.95	
2881	CLEVELAND GOLF/SRIXON	3/11/2025		\$4,940.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,940.00
	PURCH	55400-050-244-00	RANGE BALLS	\$4,940.00	
2882	COLUMBIA POINT GOLF COURSE	3/11/2025		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-080-244-00	SALARIES	\$192.30	
	PURCH	50100-060-244-00	SALARIES	\$192.30	
2883	KENNEWICK GOLF	3/11/2025		\$5,417.33	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$5,417.33
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$2,710.00	
	PURCH	59610-080-244-00	MANGAGEMENT FEES	\$8,124.66	
2884	PEPSI-COLA BOTTLING OF PASCO	3/11/2025		\$290.81	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$290.81
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$10.50	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$57.56	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$222.75	
2885	TOTAL E INTEGRATED, INC.	3/11/2025		\$438.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$438.00
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$438.00	
2886	YELP	3/11/2025		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
2887	BRIDGESTONE GOLF, INC.	3/25/2025		\$182.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$182.60
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$182.60	
2888	SUN WILLOWS GOLF COURSE	3/25/2025		\$257.39	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$257.39
	PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT	\$257.39	
A00002944	CALLAWAY	3/25/2025		\$138.48	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$138.48
	PURCH	47150-050-244-00	COGS MERCHANIDSE	\$138.48	
A00002945	CINTAS CORPORATION	3/25/2025		\$132.98	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$132.98
		51900-080-244-00	CONTRACT SERVICES	\$91.83	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$41.15	
A00002946	CITY OF KENNEWICK	3/25/2025		\$194.11	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$194.11
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$165.18	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$28.93	
A00002947	CLEVELAND GOLF/SRIXON	3/25/2025		\$962.52	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$962.52
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$952.52	
A00002948	COLEMAN OIL COMPANY	3/25/2025		\$491.92	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$491.92
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$491.92	
A00002949	R & R PRODUCTS, INC.	3/25/2025		\$812.81	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$812.81
	PURCH	55850-060-244-00	COURSE ACCESSORIES MAINT	\$812.81	
A00002950	SENSKE SERVICES	3/25/2025		\$217.40	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$217.40
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$217.40	
A00002951	WAMBEKE WINDOW WASHING	3/25/2025		\$125.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$125.00
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$125.00	
A00002952	WESTERN EQUIPMENT	3/25/2025		\$136.47	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$136.47
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$136.47	

WA DOR 0045492330	WASHINGTON STATE DEPARTMENT OF REVENUE	3/20/2025	\$1,647.01		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,647.01
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$710.41	
	PURCH	91101-000-244-00	OTHER STATE TAX	\$936.60	
ADPTS 4206355	ADP TOTAL SOURCE (AUTOPAY)	3/11/2025	\$2,749.70		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$2,749.70
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$631.87	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$2,117.83	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/7/2025	\$6,202.22		
	PAY	50000-000-244-00	TEMPORARY ACCT		\$6,202.22
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,272.54	
	PURCH	50200-060-244-00	HOURLY WAGES	\$2,459.67	
	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	\$511.47	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$351.57	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$32.57	
	PURCH	52100-050-244-00	CELL PHONE	\$27.69	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/21/2025	\$8,708.58		
	PAY	50000-000-244-00	TEMPORARY ACCT		\$8,708.58
	PURCH	50200-050-244-00	HOURLY WAGES	\$4,420.03	
	PURCH	50200-060-244-00	HOURLY WAGES	\$3,456.65	
	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	\$718.17	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$493.60	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$45.73	
	PURCH	52100-050-244-00	CELL PHONE	\$27.69	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHARGES)	3/31/2025	\$3,865.76		
	PAY	50000-000-244-00	TEMPORARY ACCT		\$3,865.76
		49150-070-244-00	COGS MERCHANDISE	\$95.14	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$106.50	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT	\$1,007.49	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENTERTAINMENT	\$1,514.40	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$64.68	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$126.50	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES	\$43.94	
	PURCH	52500-080-244-00	OFFICE SUPPLIES	\$84.78	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.33	
	PURCH	52900-080-244-00	PRINTING	\$189.88	
	PURCH	53300-080-244-00	DECORATIONS	\$107.31	
	PURCH	54600-080-244-00	MINOR FF&E	\$108.63	
	PURCH	55800-060-244-00	OTHER DEPARTMENT SUPPLIES	\$72.85	
	PURCH	55850-050-244-00	COURSE ACCESSORIES MAINTENANCE	\$10.86	
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$218.22	
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$56.25	
	PURCH	58500-060-244-00	EQUIPMENT SHOP SUPPLIES	\$49.00	
Bank Deduction	MERCHANT SERVICES	3/3/2025	\$647.50		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$647.50
	PURCH	54000-080-244-00	BANK CHARGES	\$647.50	
Bank Deduction	US Bank	3/14/2025	\$4.43		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$4.43
	PURCH	54000-080-244-00	BANK CHARGES	\$4.43	

Council Agenda Coversheet	Item Number: 4.e. Date: 5/6/2025	Category: Consent Agenda
	Item Type: General Business Item	
	Subject: Payroll Roster: For the Pay Period Ending 04/15/2025	
	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 04/15/2025.		
<u>Summary</u> None.		
<u>Alternatives</u> None.		
<u>Fiscal Impact</u> 04/15/2025 Total: \$3,028,721.26		
Attachments: 1. Roster		

Payroll Roster for Pay Period Ending 04/15/2025

All Departments:

City Attorney	33,369.04
City Council	5,290.00
City Manager	10,150.84
Civil Service	2,515.13
Community Planning	22,641.53
Economic Development	7,859.28
Engineering	63,552.26
Finance	69,750.11
Fire	128,286.60
Human Resources	21,116.34
Management Services	99,968.93
Non-Departmental	3,856.79
Parks, Recreation & Facilities	143,151.44
Police	593,652.64

Subtotal - General Fund**1,205,160.93**

BI-PIN	15,882.15
Building Safety	55,915.71
Community Development	3,647.49
Criminal Justice	115,204.81
Equipment Rental	14,744.33
Medical Services	521,440.02
Risk Management	498.90
Stormwater	29,604.86
Street	41,616.87
Water & Sewer	167,892.93

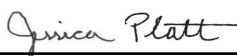
Subtotal - Other Funds**966,448.07****Total Salaries and Wages****2,171,609.00****Benefits**

Dental Insurance	25,774.01
DRS Retirement	145,789.86
Employee Assistance Program	27.93
Life Insurance	5,483.39
Long-Term Disability Insurance	6,451.63
Medical Expense Reimbursement Plan	3,300.00
Medical Insurance	375,016.95
Medicare	30,991.83
MissionSquare Deferred Compensation	91,742.62
Social Security (OASDI)	96,262.85
Vision Insurance	3,603.36
WA Paid Family & Medical Leave	5,499.92
Worker's Compensation Insurance	67,167.91

Total Benefits**857,112.26****Grand Total****\$3,028,721.26**

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 \$3,028,721.26 comprised of check numbers 77942 through 77946 and direct deposit numbers 234618 through 235077.

Approved for payment:



Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.f. Item Type: Contract/Agreement/Lease Subject: Contract Award: 2025 City-Wide Asphalt Overlay Department: Public Works Project #: P2503-25	Date: 5/6/2025 Category: Consent Agenda
		

Recommendation

Staff recommends awarding Contract P2503-25 2025 City-Wide Asphalt Overlay to Granite Construction Co. in the amount of \$2,177,124.15 plus a 10% contingency of \$217,712.42, for a total amount of \$2,394,836.57 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award P2503-25 2025 City-Wide Asphalt Overlay Contract to Granite Construction Co. as presented.

Summary

Three (3) bids were received on April 15, 2025:

Granite Construction Co.	\$2,177,124.15	Engineer's Estimate	\$2,339,664.10
Central Washington Asphalt Inc.	\$2,272,000.00		
Inland Asphalt Co.	\$2,317,596.22		

This project is for Hot Mix Asphalt (HMA) improvements for the following streets:

- W. Clearwater Ave. (Columbia Center Blvd. to N. Kellogg St.)
- S. Edison St. (W. 10th Ave. to W. Clearwater Ave.)
- W. Quinault Ave. (N. Columbia Center Blvd. to Young St. / Okanogan Pl. RAB)

Work will involve planing (grinding) as called for on the plans, HMA overlay, HMA patching repair of miscellaneous failed areas, concrete sidewalk, curb, ramp upgrades, pavement lane striping, crosswalks, stop bars, markings, cast-in-place traffic curbing and other related work. This project will also include minor work at two separate sites for the installation of a storm drainage pipe connecting to existing structures.

This overlay project, with the three locations identified, was approved by the Board of the Transportation Benefit District on February 18, 2025.

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

Alternatives

No alternatives are recommended.

Fiscal Impact

Revenue Source:

Pavement Preservation is expected to be funded by the Transportation Benefit District (TBD). The TBD expects to receive its first tax revenue in June 2025. The City budgeted \$ 1.25 million transfer from the Capital Improvement Fund. This project will be funded by taxes received in the TBD to the extent available with any shortfall being funded by the transfer.

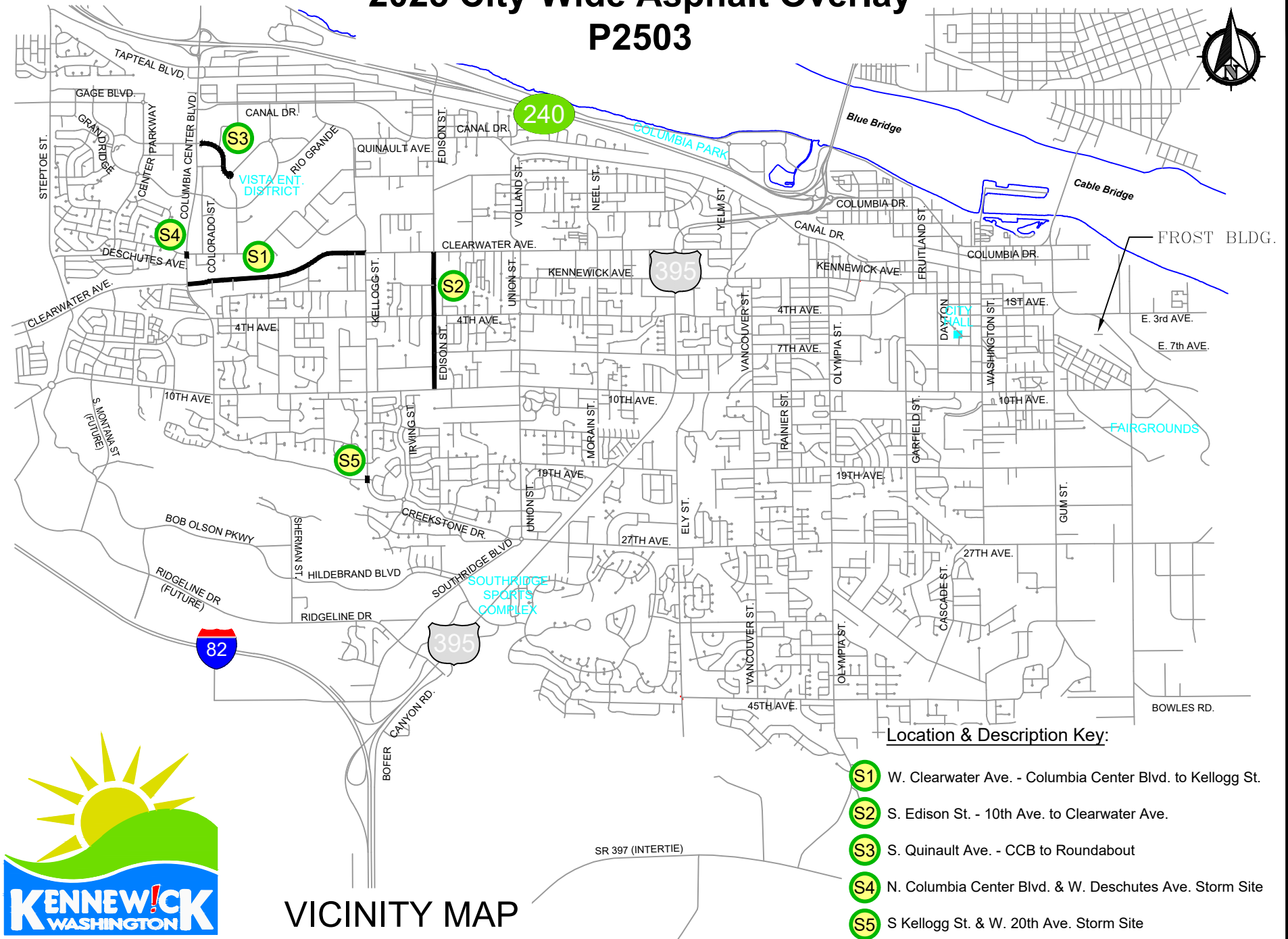
Expenditure Details:

- **Streets – Pavement Preservation:** \$2,361,600
- **Stormwater :** \$33,400
- **Total Contract Amount:** \$2,395,000

Attachments:

1. MAP

2025 City-Wide Asphalt Overlay P2503



VICINITY MAP

Council Agenda Coversheet	Item Number: 4.g. Date: 5/6/2025 Item Type: General Business Item	Category: Consent Agenda
	Subject: Policy: Update Right-of-Way Procedure Policy Department: Public Works	
<u>Recommendation</u> Staff recommends that Council authorize the City Manager to sign the updated Right-Of-Way Procedures Policy, reflecting changes in personnel and policy. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the updated procedures as noted. <u>Summary</u> The City is required to have and maintain current right-of-way procedures when acquiring right-of-way for projects that utilize federal funding. City staff will be involved in the process of purchasing right-of-way required for the federally funded Columbia Center Blvd. Widening Project which necessitates updating the current right-of-way procedures. The current right-of-way procedures were approved by City Council on March 1, 2022. The proposed (attached) right-of-way procedures updates forms from the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) manual, provides an increase in threshold requirements for property appraisals, and updates new staff to the list of people approved for involvement in the right-of-way acquisition process. These revisions will bring the City's procedures into compliance with the current WSDOT LAG Manual and will streamline the acquisition process by allowing most administrative settlements to be processed in a timely manner. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Procedures		

Right of Way Procedures

The City of Kennewick (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation before offers are made;
- Oversight and approval of Waiver Valuations per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure the Agency has a relocation appeal process before starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Jeremy Lustig – Deputy Public Works Director

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. **APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use an Appraiser from WSDOT's Approved Consultant List if the Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Wavier Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with a qualified consultant.

iii. **APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the Agency to make sure they are adequate, and reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if the agency does not have qualified staff;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with Washington State DOT Review Appraiser or a qualified consultant.

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management, as necessary.

A qualified consultant (contract) and/or John Cowling – Public Works Director, Jeremy Lustig – Deputy Public Works Director, Heath Mellotte – Design Services Manager, Ryan Durham – Senior Design Engineer, Scott Szendre – Field Engineer III, Steven Gross – Engineering Technician III, and Omar Cancino – Engineering Technician II

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority before making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Contract with a qualified consultant.

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Jeremy Lustig – Deputy Public Works Director and Heath Mellotte – Design Services Manager

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners.** The number of spot-check reviews is dependent upon the scope of the project, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects but will lessen the risk of delays during ROW Certification. Additional information or parcel files may be requested by the LAC to ensure local agency compliance.
- c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlements need to be included with these procedures (see Exhibit A).
- d. An Agency wishing to take advantage of the Waiver Valuation process, properties valued up to \$35,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages, and for three years following acceptance of the projects by WSDOT.

3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all, or part of the functions approved.

Erin Erdman

City Manager

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A
Agency's Administrative Settlement Policy

Administrative Settlements are occasionally in addition to Just Compensation in order to acquire the necessary Right-of-Way through negotiation. These Administrative Settlements can help eliminate costly condemnation litigation and project construction delays.

When Administrative Settlements occur, the project parcel right-of-way file shall contain rational justification and supporting documentation for the Settlement offer. Prior to approval of the Settlement, the Agency shall give full consideration to all pertinent information including, but not limited to the following:

1. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.
2. Ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule. Impact of construction delay pending acquisition.
3. The negotiator's recorded information.
4. Recent court awards in cases involving similar acquisition and appraisal problem.
5. Likelihood of obtaining an impartial jury in local jurisdiction, option of legal counsel where appropriate.
6. Estimate of trial cost weighted against other factors.

All pertinent information will be presented to the Deputy Public Works Director for approval. In the event that the Deputy Public Works Director is uncertain of the eligibility of the settlement, he/or his designee, will contact the Region Local Agency Coordinator for approval. Once the eligibility for settlement has been established by the Deputy Public Works Director, the Public Works Director will sign the authorization to proceed with the negotiated settlement. The signed authorization as well as all documentation will be placed in the right-of-way file.

The level of authority to offer Administrative Settlements will be as follows:

1. The Deputy Public Works Director shall review the proposed settlement with the negotiator and may recommend approval of the just compensation plus up to a \$50,000.00 administrative settlement. A report of the administrative settlement shall be made by the Deputy Public Works Director, and forwarded with recommendation for approval, to the Director of Public Works. Final approval will be made by the Director of Public Works. A copy of the approved administrative settlement shall be included in the property file.
2. All Administrative Settlements over \$50,000.00 per parcel shall be approved by the City Council.

Erin Erdman, City Manager

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT B

Agency's Waiver Valuation

The CITY OF KENNEWICK , hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value is under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the Waiver Valuation as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified at the time of preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature, an offer to the property owner(s) is authorized once the local agency coordinator has completed a Spot Check for the project.

A minimum payment clause of five hundred dollars (\$500.00) has been established for all acquisitions.

Erin Erdman, City Manager

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

City of Kennewick Right-of-Way Procedures
Agency Staff Resumes

Date: May 6, 2025

a. Director of Public Works

John Cowling, P.E.

John Cowling has over 21 years in all phases of ROW negotiation and acquisition, federal/state/local/, including relocations, with cities of Sammamish, Marysville, Mountlake Terrace and the City of Kennewick.

John has also completed the following required training classes/webinars:

- No Right-of Way Verification webinar (1/24/2022)
- Administrative Settlement WSDOT course (2/2/2022)

b. Deputy Public Works Director

Jeremy Lustig, P.E.

Jeremy Lustig has over 28 years of engineering and utility operational experience that spans across different phases of ROW negotiations and acquisitions. Jeremy has been with the City of Kennewick since late 2016 and was recently promoted to the City of Kennewick's Deputy Public Works Director in June 2024. Prior positions with the City included Utility Services Capital Projects Engineer and Water Services Supervisor. Before coming to the City of Kennewick, Jeremy was employed with the City of Henderson, NV for 15 years where he worked as a water and sewer Utilities Engineer for 5 years and as the City's Water Operations Manager for 10 years.

Jeremy has also completed the following required training classes/webinars:

- No Right-of Way Verification webinar (1/7/2025)
- Administrative Settlement WSDOT course (2/10/2025)

c. Design Services Manager

Heath Mellotte, P.E.

Heath Mellotte has over 30 years of engineering experience with transportation-related projects from conceptual layout and design, all the way through to completion of construction. Heath has been the City of Kennewick's Design Services Manager since 2017, and was the acting City Engineer at West Richland for several years prior to that. Heath is also a licensed Civil Engineer with Washington State since January,

2000. Heath has managed many projects throughout his career that required obtaining ROW and temporary and permanent easements. Heath has taken multiple educational right of way classes. The range of classes he has taken includes the following:

- No Right-of Way Verification webinar (attended in Nov. 2017), 23 CFR 710 FINAL RULE - 23 CFR 635 Subpart A & C: webinar (attended in 2017), (SR500B) 23 CFR 710 Subparts B, D & F (attended in 2017)
- NHI - Local Public Agency Real Estate Acquisition: Web-Training (attended in Feb. and March, 2018).
- Administrative Settlement WSDOT course (1/18/2022)

d. Senior Design Engineer

Ryan Durham

Ryan Durham has over 24 years of Civil engineering experience and has been with the City of Kennewick Engineering Division since 2003. Ryan has assisted and helped manage the acquisition of right-of-way on projects since 2008. Ryan has taken multiple educational right of way classes in addition to participating in several WSDOT Annual ROW Meetings. The range of classes he has taken are from attending and participating in:

- National Highway Institute (NHI) two (2) day class (Federal-Aid Right-of-Way Requirements for Local Public Agencies, attended in Spokane, 2012)
- No Right-of Way Verification webinar (attended in March & September of 2016)
- Basic Right-of-Way 101 Requirements for Federal Participation in Right of Way Projects webinar (attended in 2014)
- 23 CFR 710 FINAL RULE - 23 CFR 635 Subpart A & C: webinar (attended in 2017)
- (SR500B) 23 CFR 710 Subparts B, D & F (attended in 2017)
- ROW Training : Tips on Dairy Entries (attended in 2015)
- NHI - Local Public Agency Real Estate Acquisition: 6-hr Web-Training (attended in 2018)
- Administrative Settlement webinar training (attended in 2016)

e. Field Engineer III

Scott Szendre, PLS

Scott Szendre has over 20 years of surveying and engineering experience including writing and reading legal descriptions and researching and staking right of way. Scott has also attended several WSDOT right of way training classes, webinars and annual meetings since 2014. Scott has been the City of Kennewick's Licensed Land Surveyor since 2012. Scott has also completed the following required training classes/webinars:

- No ROW Verification eLearning Training
- Administrative Settlement webinar training (1/24/2022)

f. Engineering Technician III

Steven Gross

Steven Gross has 6 years of surveying experience including reading and reviewing legal descriptions and staking right of way. Steven also has 2 years of civil engineering design experience all of which have been with the City of Kennewick. Steven has completed several educational classes/webinars to deepen his understanding. The classes/webinars he has taken include the following:

- No Right-of Way Verification webinar (attended in 3/13/2025)
- Administrative Settlement WSDOT course (attended in 3/13/2025)

g. Engineering Technician II

Omar Cancino

Omar Cancino has nearly 4 years of engineering experience and has been with the City of Kennewick's engineering division for approximately 2 years. Although he is relatively new to right of way procedures, Omar has completed several educational classes/webinars to deepen his understanding. The classes/webinars he has taken include the following:

- No Right-of Way Verification webinar (attended in 12/20/2024)
- Administrative Settlement WSDOT course (attended in 1/03/2025)
- NHI - Local Public Agency Real Estate Acquisition: 6-hr Web-Training (attended in 12/24)

Council Agenda Coversheet	Item Number: 4.h. Date: 5/6/2025 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Contract: Benton Franklin Council of Governments Regional Climate Planning MOU Amendment Department: Community Planning	
<u>Recommendation</u> Staff recommends City Council approve the proposed amendment to the BFCOG Regional Climate Planning MOU as presented. <u>Motion for Consideration</u> Motion to approve and authorize the mayor to sign the amendment to the Benton Franklin Council of Governments Regional Climate Planning MOU as presented. <u>Summary</u> In Fall 2024, City Council approved a memorandum of understanding with the Benton Franklin Council of Governments (BFCOG), Benton County, as well as the Cities of Richland, West Richland, and Pasco, to work collaboratively on a regional climate approach to meet the requirements of the State of Washington relative to addressing greenhouse gas emission reduction strategies and climate resilience in the next Comprehensive Plan Periodic Update. These requirements were approved by the Legislature in 2023 under House Bill 1181. The original agreement between the five jurisdictions and BFCOG anticipated a project completion of June 2025, in line with the State's 2023-2025 biennium. However, to promote additional public participation and more robust engagement, signatories agreed to extend the project through October of this year. As the Washington Department of Commerce requires a new grant application for the 2025-2027 biennium beginning in July of this year, the memorandum of understanding between the jurisdictions and BFCOG must be amended to include grant funding from both the 2023-2025 and 2025-2027 Climate Planning Grants. This is the sole change to the agreement, with no increase in the total combined grant funding allocated to the project. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None. This project is funded through a Climate Planning Grant made available by the Washington Department of Commerce.		
<u>Attachments:</u> 1. Amendment		

Amendment #: 25-01
REGIONAL APPROACH TO CLIMATE CHANGE PLANNING

This agreement amends the Memorandum of Understanding between the Benton-Franklin Council of Governments (the "Council") and Benton County, the City of Kennewick, the City of Richland, the City of Pasco, and the City of West Richland; (the "Jurisdictions") (referred to collectively as the "Parties"). This Amendment is hereby effective immediately upon the final signature from the Parties.

Reasoning: The Washington State Department of Commerce requires a re-application for the planning grant. This application will extend project completion to October 2025 and allow access to funds into the 2025-2027 biennium.

As provided for under the terms of this Memorandum of Understanding, BFCOG and the Jurisdictions agree to amend the following provisions:

Reference page 1 of 12. "II:" The planning grant referred to in the Memorandum of Understanding is being changed from 2023-2025 to 2023-2025 and 2025-2027. See Amendment language below.

All other terms and conditions set forth in the original Memorandum of Understanding document shall remain in effect for the duration of this Memorandum of Understanding. This Amendment will be executed by the Parties in counterparts.

II.

"Once signed by the Parties, this document will serve as an agreement outlining the cooperative effort by the Parties that will allow the Washington Department of Commerce (hereinafter "Commerce") to provide the Council with \$720,000 in combined grant funding from the planning portion of the Jurisdictions' Commerce 2023-2025 and 2025-2027 Climate Planning Grants (hereinafter "Grant"). The Council will use this funding on behalf of the Jurisdictions to develop a regional approach to the Growth Management Act's (hereinafter "GMA") climate change and resiliency element requirements related to the implementation of HB 1181. Each Jurisdiction will directly receive grant funds from Commerce for the implementation portion of the 2023-2025 and 2025-2027 Climate Planning Grant."



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

Name: _____ Title: _____

Signature: _____

Date: _____



City of Kennewick, Washington authorizes the amendment of this Memorandum of Understanding.

Name: _____ Title: _____

Signature: _____

Date: _____



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

Name: _____ Title: _____

Signature: _____

Date: _____



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

Name: _____ Title: _____

Signature: _____

Date: _____



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

Name: _____ Title: _____

Signature: _____

Date: _____

Council Agenda Coversheet	Item Number: 4.i. Date: 5/6/2025 Item Type: Contract/Agreement/Lease Subject: Easement: Benton PUD Easement at Waste Water Treatment Plant (WWTP) Department: Public Works Project #: P2209	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends authorizing the Mayor to sign the right of way utility easement to Benton PUD at the City's Waste Water Treatment Plant. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the right of way utility easement to Benton PUD at the City's Waste Water Treatment Plant. <u>Summary</u> The right of way easement provides for a new 10-foot wide utility easement to Benton PUD at the Waste Water Treatment Plant (WWTP). The City vacated the northern portion of S Nutmeg Street in 2024 in preparation for the City's WWTP Ph. 2 Biosolids Project. Utility poles along N Nutmeg Street were relocated by BPUD in 2024 from the east side of the road to the west side in order to accommodate the project. The new easement is centered on the relocated pole alignment along the old S Nutmeg Street right of way, the new transformer and feed for the WWTP Ph. 2 project, and relocated BPUD poles along the north WWTP property line. <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Easement 2. Map		

Return To: Benton PUD
P.O. Box 6270
Kennewick, WA 99336

RIGHT OF WAY EASEMENT

THE GRANTOR(S), CITY OF KENNEWICK, a Washington municipal corporation of Benton County, State of Washington, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of BENTON COUNTY (Grantee), a municipal corporation in the State of Washington, and to its successors and sub-lessee or assigns, and its permittees and licensees, (hereinafter all included in any reference to “Grantee”) a perpetual right of way easement described below.

Assessor’s Property Tax Parcel Acct. # 1-0680-102-0001-000, 1-0680-102-0003-001, 1-0680-102-0003-002, 1-0680-102-0011-000, 1-0680-102-0016-000, 1-0680-102-0018-001, 1-0680-102-0029-000

DESCRIPTION:

A 10.00-foot-wide utility easement lying within the East half of the Northeast quarter of Section 6, Township 8 North, Range 30 East, Willamette Meridian, Benton County, Washington, with 5.00 feet lying on each side of the following described centerline:

COMMENCING at the Southeast corner of the Northeast quarter of said Section 6, said point bears North 89°02’09” East, 2,666.27 feet from the Southwest corner of the Northeast quarter of said Section; thence along the South line of said Northeast quarter South 89°02’09” West for a distance 318.32 feet; thence North 00°57’36” West for 599.78 feet to the Southeast corner of Parcel C as shown on Record of Survey for Boundary Line Adjustment, Recorded in Volume 1 of Surveys, Page 3264, Auditor’s File Number 2003-057590 and the TRUE POINT OF BEGINNING;

Thence North 00°49’07” West for a distance of 437.50 feet;
Thence South 85°22’08” West for a distance of 31.83 feet;
Thence North 00°47’45” West for a distance of 489.11 feet to point hereinafter referred to as Point “A”;

Thence North 01°38'54" West for a distance of 202.51 feet to point hereinafter referred to as Point "B";

Thence North 01°38'54" West for a distance of 281.04 feet;

Thence North 25°59'01" West for a distance of 55.33 feet to a point that is 5.00 feet South when measured perpendicular to the Army Corps of Engineers Monumented Project Boundary sheet 16R;

Thence 5.00 feet southerly and parallel with said taking line North 57°26'12" West for a distance of 472.58 feet to the centerline of an existing 10.00-foot-wide Benton County PUD #1 Easement recorded under Auditor's File Number 1999-028279 and the TERMINUS of said centerline.

TOGETHER WITH 10.00-foot-wide utility easement 5.00 feet lying on each side of the following described line;

Beginning at the aforementioned Point "A"; thence North 75°54'15" East for a distance of 120.00 feet to the TERMINUS of said centerline.

Also together with a 10.00-foot-wide utility easement 5.00 feet lying on each side of the following described line;

Beginning at the aforementioned Point "B"; thence South 84°34'58" West for a distance of 18.33 feet more-or-less to the start of an existing 10.00-foot-wide Benton County PUD #1 Easement recorded under Auditor's File Number 1999-028278 and the TERMINUS of said centerline.

all situated in the County of Benton, State of Washington,

This easement includes the right, privilege and authority of ingress and egress to install, construct, erect, alter, repair, improve, extend, maintain, operate, change, remove, reconstruct, renew and test, electric distribution, transmission and communications facilities and appurtenances in, on, over, under and across said easement. These facilities may consist of poles, wires, cables, underground facilities, vaults, conduits, anchors, braces, guys, cross-arms, insulators, transformers, structures, signal wires, and other electrical and communications equipment, devices and structures necessary for the transmission of such services. These facilities shall also include devices that are not now used for transmitting said services but may be used in the future. The Grantor(s) agree(s) that all cables, wires and other facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee.

Grantee shall have the right to enter and travel along said easement, from time to time, for patrolling purposes and the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of exercising all rights hereby granted.

Grantee shall also have the right to use this easement to extend electrical and communication services to present and future customers whether or not their property is adjacent to the easement.

Grantee shall have the right to cut, slash, trim and otherwise remove any and all brush, debris, trees, and other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said electrical and communication facilities, or to persons or property by reason of their proximity to said facilities. Title to any such material removed shall be vested in Grantee in consideration of any damages incurred as a result of said growth and the cost of removal of same.

Grantor may grant to a third party, upon such terms as it chooses, any or all of the rights reserved by it herein provided, however, that such use shall not unreasonably interfere with the rights granted to the Grantee.

Grantor covenants not to deposit land or other fill upon land within the easement such that it will reduce clearance between the land and any electrical and communication services below the minimum clearance required by law. Grantor also covenants not to build, place or allow to be built or placed any structure of any kind on the easement without the written approval of Grantee.

Grantor covenants to have the right and power to convey this easement and right of way. Grantor is lawfully seized and possessed of land, free of encumbrances, and will forever warrant and defend title. This easement runs with the land and is binding upon Grantor, its agents, successors, heirs and assigns.

TITLE:

The presence and use of said electric and communications facilities on this easement shall give no title in said land to Grantee.

RECORDING COSTS:

The Grantee may pay all costs incidental to the preparation of this instrument and for the procurement of such title evidence as may be required.

Dated this _____ day of _____, 20____.

CITY OF KENNEWICK, WASHINGTON

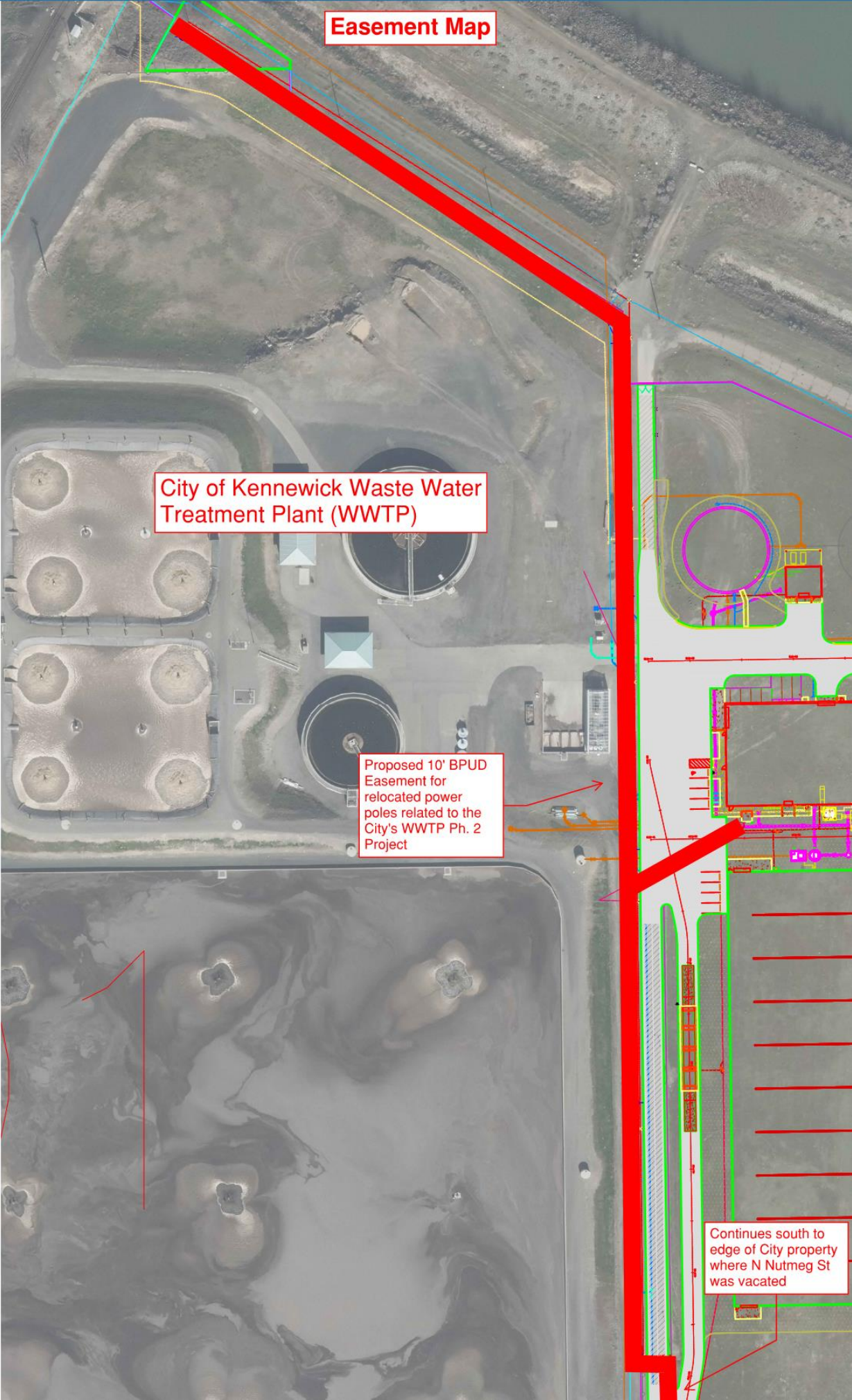
GRETLE J. CRAWFORD, Mayor

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETLE J. CRAWFORD known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____



Council Agenda Coversheet	Item Number: 5.a. Date: 5/6/2025 Item Type: Contract/Agreement/Lease	Category: Other
	Subject: Amendment: Purchase and Sales Agreement Three Rivers Entertainment District - Addendum 6 Department: City Manager	
<u>Recommendation</u> Staff recommends approving the addendum as presented <u>Motion for Consideration</u> Motion to approve the 6th Addendum to the Purchase and Sales Agreement with the City of Kennewick and A1 Three Rivers Hotel, LLC <u>Summary</u> The City is bringing forward an addendum to the purchase and sale agreement for the proposed hotel connected to the Three Rivers Convention Center expansion. This addendum is necessary due to a change in the entity that will be listed on the deed for the land to be sold. The original agreement needs to be updated to reflect this change in ownership structure, while all other material terms of the purchase and sale agreement remain unchanged. This administrative update ensures proper documentation of the transaction and maintains compliance with our contracting procedures while allowing the hotel development project to proceed as planned. <u>Alternatives</u> <u>Fiscal Impact</u> There is no fiscal impact to this amendment		
<u>Attachments:</u> 1. Addendum 6 2. Exhibit		

ADDENDUM NO. 6

CONSENT TO AMEND THE PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF KENNEWICK, WASHINGTON,
AND
A-1 THREE RIVERS HOTEL, LLC

THIS AMENDMENT TO THE PURCHASE AND SALE AGREEMENT for City property adjacent to the Three Rivers Convention Center is made this ____ day of May, 2025, between the City of Kennewick, Washington, a Washington municipal corporation (“Seller” and “City”) and A-1 Three Rivers Hotel, LLC, a Washington limited liability company (“Purchaser” and “A-1 Three Rivers”). The Seller and Purchaser are collectively referred to as the “Parties.”

WHEREAS, the Purchase and Sale Agreement dated September 3, 2019 (“Agreement”) between A-1 Pearl Development, LLC and the City requires the City’s consent to assign A-1 Pearl Development, LLC’s rights and obligations under the Agreement; and

WHEREAS, the Purchaser secured a loan to construct a hotel adjacent to the Expansion of the Three Rivers Convention Center (“Hotel”) under A-1 Three Rivers Hotel, LLC; and

WHEREAS, the City consents to change the Purchaser’s name, assign A-1 Pearl Development, LLC’s rights and obligations under the Agreement to A-1 Three Rivers Hotel, LLC, and hereby authorizes the Mayor to sign Addendum No. 6.

IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

Section 1. The Parties agree that A-1 Three Rivers Hotel, LLC shall be the Purchaser of Parcel A, more particularly described in Exhibit A of the Agreement, from this date forward. By signing this Addendum No. 6, A-1 Three Rivers agrees to all of the terms and conditions contained in the Agreement described herein.

Section 2. The Parties agree that A-1 Pearl Development, LLC shall retain the option to purchase Parcel B, illustrated in Exhibit B of the Agreement.

Section 3. All other terms and conditions contained in the Agreement, not explicitly amended, or inconsistent with the terms above, shall remain in full force and effect.

Signature Pages Follow

PURCHASER
DATED THIS 2nd 1

DATED THIS 01 DAY OF MAY 2025.

A-1 Three Rivers Hotel, LLC,
a Washington limited liability company

By: 
VIJAY PATEL, *Managing Member*

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

On the _____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VIJAY PATEL, to me known to be a Managing Member (Authorized Agent) of A-1 THREE RIVERS HOTEL, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Crystal M. Johnson
Notary Public in and for the State of Washington,
residing at Richland, WA
My commission expires on: 7/10/2024

DATED this day of May 2025.

GRETLE J. CRAWFORD,
Mayor, City of Kennewick

LAURENCIO SANGUINO,
City Attorney, City of Kennewick

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

On the ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETLE CRAWFORD to me known to be the Mayor of the City of Kennewick, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires on: _____

EXHIBIT A

A parcel of land located in a portion of Lots 2 and 4, Record of Survey 5227, according to the Record of Survey thereof, recorded in Volume 1 of Surveys, page 5227, Records of Benton County, Washington, lying in a portion of the southwest quarter and the northwest quarter of Section 32, Township 9 North, Range 29 East, Willamette Meridian, City of Kennewick, Benton County, Washington, more particularly described as follows:

BEGINNING at a Brass cap marking the northwest corner of the southwest quarter of said Section 32 from which a Brass cap marking the southwest corner of said Section 32 bears South 00°37'47" East, 2620.96 feet;

Thence on a random line, North 83°58'40" East, 2589.96 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described, said point being the northeast corner of said Lot 2 and the most southerly southeast corner of said Lot 4, said point also being on the northwesterly right-of-way line of West Grandridge Boulevard at a point 31.00 feet westerly of the centerline thereof, when measured radially;

Thence leaving the boundary of said Lots 2 and 4 and the northwesterly right-of-way line of said West Grandridge Boulevard, South 89°24'33" West, 326.99 feet;

Thence South 44°05'45" West, 218.26 feet;

Thence North 45°54'15" West, 4.52 feet;

Thence South 44°05'45" West, 149.66 feet;

Thence North 45°54'15" West, 148.41 feet;

Thence North 44°05'45" East, 558.29 feet;

Thence northeasterly, along the arc of a 30.00-foot radius, tangent curve to the right (the radius of which bears South 45°54'15" East) through a central angle of 45°18'48" for an arc length of 23.73 feet (the long chord of which bears North 66°45'09" East, 23.11 feet);

Thence North 89°24'33" East, 317.84 feet to the westerly boundary of said Lot 4 and the northwesterly right-of-way line of said West Grandridge Boulevard, said point being 31.00 feet westerly of the centerline thereof, when measured radially;

Thence along the westerly boundary of said Lot 4 along the northwesterly right-of-way line of said West Grandridge Boulevard, southwesterly, along the arc of a 969.00-foot radius, non-tangent curve to the right (the radius of which bears North 89°42'14" West) through a central angle of 15°05'42" for an arc length of 255.29 feet (the long chord of which bears South 07°50'37" West, 254.55 feet) to the **TRUE POINT OF BEGINNING** and the end of this legal description.

Containing: 3.56 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Council Agenda Coversheet	Item Number: 5.b. Date: 5/6/2025 Item Type: Contract/Agreement/Lease	Category: Other
	Subject: Contract: Reciprocal Parking Agreement for Three Rivers Convention Center and Hotel Expansion Department: City Manager	
<u>Recommendation</u> Staff recommends that Council approve the agreement as presented. <u>Motion for Consideration</u> Motion to approve and Reciprocal Parking Agreement between the City of Kennewick, Kennewick Public Facilities District, and A1 Three Rivers Hotel, LLC, as presented. <u>Summary</u> Staff recommends City Council approve the Reciprocal Parking Agreement between the City of Kennewick, the Kennewick Public Facilities District, and A1 Three Rivers Hotels, LLC. This agreement, which is a requirement specified in the purchase and sale agreement, establishes shared parking arrangements for the retail building adjacent to the proposed hotel at the Three Rivers Convention Center. The agreement ensures adequate parking capacity for all facilities while optimizing land use efficiency through shared access during complementary peak usage times. This collaborative arrangement will support the overall development goals for the Convention Center expansion project while maintaining appropriate parking resources for all entities involved. <u>Alternatives</u> Request amendments to the agreement. This would delay the closing of the property and the construction timeline for the hotel. <u>Fiscal Impact</u> There is no fiscal impact to this agreement.		
<u>Attachments:</u> 1. Agreement 2. Exhibit		

WHEN RECORDED RETURN TO:

City of Kennewick
ATTN: City Clerk
PO Box 6108
Kennewick, WA 99336

Tax Parcel No: _____
Abbreviated Legal: _____

RECIPROCAL PARKING LICENSE AGREEMENT

THIS RECIPROCAL PARKING LICENSE AGREEMENT (the “License Agreement”) is made as of this ____ day of May, 2025, between the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as “*City*” and “*Licensors*”; the Kennewick Public Facilities District, a Washington municipal corporation, hereinafter referred to as “*KPFD*” and “*Licensors*”; and A-1 Three Rivers Hotel, LLC, a Washington limited liability company, hereinafter referred to as “*A-1 TRH*” and “*Licensee*.” The *Licensors* and *Licensee*, hereinafter referred to collectively as the “Parties,” enter into this License Agreement for the purpose of providing rights and responsibilities for reciprocal parking.

WHEREAS, the *City* is the owner of certain real property upon which the Three Rivers Convention Center is located, including incidental parking which is subject to a long-term lease in favor of the *KPFD*; and

WHEREAS, the *Licensee* desires to construct and operate an on-site hotel adjacent to the Three Rivers Convention Center for use in conjunction with the said convention center; and

WHEREAS, there is sufficient parking available upon the property owned and managed by the *Licensors* to accommodate on-site parking necessary to meet the needs of *Licensee*’s hotel and retail space; and

WHEREAS, Chapter 18.36 Kennewick Municipal Code (KMC) requires that in lieu of independent off-street parking as part of the development of a hotel, shared parking may be utilized to fulfill the off-street parking requirements by written agreement; and

WHEREAS, it is the intent of the Parties to comply with Chapter 18.36 KMC and meet the mutual needs of the Parties for adequate off-street parking by the grant of this License Agreement, **NOW, THEREFORE**,

IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

1. **Grant of License.** The *Licensors* do hereby grant the *Licensee* a perpetual, non-exclusive license for vehicle ingress, egress, and parking upon that real property designated as “*Parking Area*” illustrated in Exhibit “A,” which is attached hereto and incorporated herein by reference.

2. **Grant of Access License.** The *Licensors* hereby grant and warrant to the *Licensee*, its successors and assigns, a non-exclusive variable joint-use license for the right of ingress and egress over and across, together with parking rights upon the portions designated thereon for all guests, patrons, invitees, employees, and agents of the *Licensee* for such period as the *Licensee*, or its successors in interest, maintain a convention center hotel adjacent to, and utilized in conjunction with, the *Licensors’* Three Rivers Convention Center.

3. **Access.** The *Parking Area* shall be lined and include traffic direction curbing, landscaping, and driveways consistent with those established on the *Licensors’* adjacent parking areas. No fences, barriers, or obstacles shall be placed by the *Licensee* upon the *Parking Area* that prohibit access to or from, or parking upon, the *Parking Area* from vehicles or pedestrians from the *Licensors’* adjacent parking areas or driveways providing access to public streets. If an event at Three Rivers Convention Center uses the *Parking Area* for displays, tents, or other activities, the Three Rivers Convention Center shall provide the *Licensee* with written notice and adequate parking which meets the parking requirements of this License Agreement.

4. **Maintenance and Costs.** The Three Rivers Convention Center shall maintain the *Parking Area* at its sole cost and responsibility. Such maintenance shall include cleaning, striping, and planting, maintenance, and irrigation of landscaping upon the *Parking Area*. The *Parking Area* shall be maintained in a clean and attractive condition consistent with the standards established by the *Licensors* for its adjacent parking area. If there is not an event at the Three Rivers Convention Center, the *Licensee* shall be responsible for ice and snow removal. If there is an event at the Three Rivers Convention Center, the Three Rivers Convention Center shall be responsible for ice and snow removal during the event.

5. **Permitted Users/Right to Use.** The ingress, egress, and parking license granted herein may be used in common by the guests, patrons, invitees, employees, and agents of the *Licensors* and *Licensee*. Both shall have equal rights for such access and parking on the *Parking Area* and shall take no action to prevent the other Parties’ enjoyment of such rights.

6. **Indemnification.** The *Licensee* shall, to the fullest extent permitted by law at its sole expense, defend, indemnify, and hold harmless the *Licensors* and their officers, directors, and employees from and against all claims, demands, causes of action, and suits arising from, associated, or connected with the *Licensee’s* use of the *Parking Area*, except for such claims or losses that are caused by the sole negligence or willful misconduct of the *Licensors*, their agents, officers, or employees.

RECIPROCAL PARKING LICENSE AGREEMENT - PAGE | 2 OF 6

7. **Covenants Run with Land.** All of the terms and conditions of this License Agreement, including the benefits and burdens, shall attach to and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the *Licensee* and its successors and assigns. The license granted in this License Agreement is appurtenant to, and for the benefit of, the *Licensee*'s hotel and may not be transferred or severed from title to said hotel.

8. **Non-Use.** Non-use or limited use of the license granted in this License Agreement shall not prevent the Parties or their successors or assigns from later use of the license right to the fullest extent as authorized by this License Agreement.

9. **Modification.** This License Agreement may not be amended, modified, or terminated, in whole or in part, except by written amendment, which shall be executed and acknowledged by all Parties and duly recorded with the Benton County Auditor.

10. **Dispute Resolution.** In the event of any dispute arising concerning the breach, interpretation, and/or enforcement of this License Agreement, the Parties shall first meet in a good faith effort to resolve such dispute. In the event such dispute is not resolved by agreement of the Parties, individually, or by mediation, the dispute shall be resolved by binding arbitration pursuant to Chapter 7.04A Revised Code of Washington (RCW) with the substantially prevailing party being awarded its reasonable attorneys' fees and costs as an additional award with all Parties waiving a jury trial in the event of de novo review.

11. **Governing Law and Venue.** This License Agreement, and the rights and duties of the Parties arising out hereof, shall be governed by and construed in accordance with the laws of the State of Washington with venue being placed in Benton County, Washington.

SIGNATURES ON FOLLOWING PAGES

LICENSEE:

DATED this 2nd day of May 2025.

A-1 Three Rivers Hotel, LLC, a Washington limited liability company

By: 
VIJAY PATEL, *Managing Member*

STATE OF WASHINGTON)
: ss.
COUNTY OF BENTON)

On the _____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VIJAY PATEL, to me known to be a Managing Member (Authorized Agent) of A-1 THREE RIVERS HOTEL, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the State of Washington,
residing at Richland, WA
My commission expires on: 7/10/2026

DATED this _____ day of May 2025.

GRETLE J. CRAWFORD,
Mayor, City of Kennewick

LAURENCIO SANGUINO,
City Attorney, City of Kennewick

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

On the ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETLE CRAWFORD to me known to be the Mayor of the City of Kennewick, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires on: _____

DATED this _____ day of May 2025.

Approved as to Form:

CALVIN DUDNEY,
President,
Kennewick Public Facilities District

HEIDI ELLERD,
Attorney,
Kennewick Public Facilities District

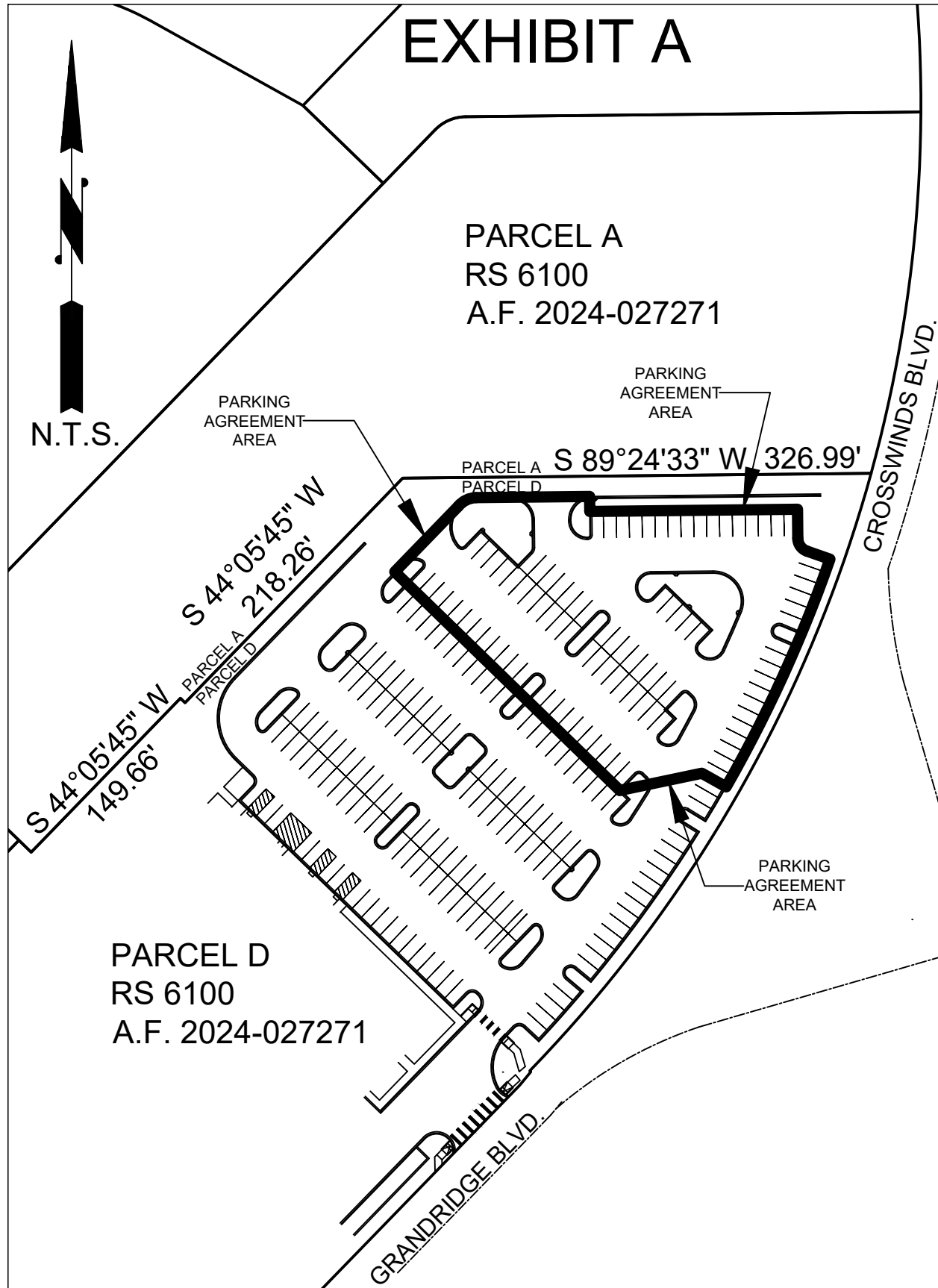
STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

On the ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CALVIN DUDNEY to me known to be the President of the Kennewick Public Facilities District, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires on: _____

EXHIBIT A



Council Agenda Coversheet	Item Number: 5.c. Date: 5/6/2025 Item Type: Contract/Agreement/Lease	Category: Other
	Subject: Development Agreement: Three Rivers Convention Center and Hotel Expansion Department: City Manager	
<u>Recommendation</u> Staff recommends approving the Development Agreement as presented <u>Motion for Consideration</u> Motion to approve the Development Agreement between the City of Kennewick, Kennewick Public Facilities District, and A1 Three Rivers Hotel LLC. as presented. <u>Summary</u> Staff recommends City Council approve the Development Agreement between the City of Kennewick, the Kennewick Public Facilities District, and A1 Three Rivers Hotels, LLC. This agreement, which complements the previously established purchase and sale agreement, outlines the construction responsibilities for onsite development costs among all parties. The Development Agreement establishes important milestones for the hotel construction project adjacent to the Three Rivers Convention Center, ensuring accountability and coordinated progress. By formalizing these construction parameters and financial responsibilities, the agreement provides a solid framework for successful project implementation while protecting the interests of all involved entities. <u>Alternatives</u> Request amendments to the agreement. This would delay the closing of the property and construction timeline for the hotel. <u>Fiscal Impact</u> There is no additional fiscal impact to this agreement as the associated shared costs are built into the overall Three Rivers Convention Center expansion project budget.		
<u>Attachments:</u> 1. Agreement		

WHEN RECORDED RETURN TO:

City of Kennewick
ATTN: City Clerk
PO Box 6108
Kennewick, WA 99336

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made as of this ___ day of May, 2025, between the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as “*City*”; the Kennewick Public Facilities District, a Washington municipal corporation, hereinafter referred to as “*KPFD*”; and A-1 Three Rivers Hotel, LLC, a Washington limited liability company, hereinafter referred to as “*A-1 TRH*.” The *City*, *KPFD*, and *A-1 TRH* are hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, the *City* is the owner of certain real property more particularly described in Exhibit “A” (the “Property”), which pursuant to a circulated Request for Proposals, has been made available for the construction of a hotel (the “Hotel”) adjacent to the Expansion of the Three Rivers Convention Center owned and operated by the *KPFD*; and

WHEREAS, the Parties acknowledge the necessary close cooperation in the development of the Hotel as a complimenting element to enhance the use and attractiveness of the Three Rivers Convention Center; and

WHEREAS, in anticipation of the sale of the Property from the *City* to *A-1 TRH*, an Agreement is necessary to ensure that the development of the Property as an integral and contributing element in accordance with the goals of the *City* and *KPFD*, upon sale, **NOW, THEREFORE**,

IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

Section I
Sale of Property

This Agreement shall become effective and binding upon all of the Parties, upon the date of closing of the sale of the Property described in Exhibit “A” from the *City* to *A-1 TRH*. All of the terms and conditions of this Agreement, including the benefits and burdens, shall attach to and run with the land and shall be binding upon, inure to the benefit of, and be enforceable by *A-1 TRH*, the *City*, and *KPFD* and their successors and assigns during the term of this Agreement.

The term of this Agreement shall commence upon the date of closing and terminate six (6) months following the issuance of a final Certificate of Occupancy for the Hotel.

Section II
Designation of Developer

A-1 TRH is designated the Developer of the Hotel Property with respect to the designing, developing, financing, constructing, equipping, and opening of the Hotel, all in accordance with the terms and conditions of this Agreement. The *KPFD* is designated the Developer of the Three Rivers Convention Center Expansion with respect to the designing, developing, financing, constructing, equipping, and opening of the Expansion, all in accordance with the terms and conditions of this Agreement. *A-1 TRH* shall be an independent contractor and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between or among *A-1 TRH*, the *City*, or *KPFD*.

Section III
Shared Development Cost Allocation

3.1 **Shared Site Pre-Development Components.**

- (a) Geotechnical Report - \$35,000
- (b) Site Survey - \$54,000
- (c) Cultural Resource Study - \$12,900
- (d) Traffic Impact Analysis Letter - \$7,000
- (e) Full Traffic Analysis - \$85,000

Total cost for Pre-Development components is equal to \$193,900. The Parties agree the *KPFD* has spent \$108,900 in total towards the costs associated with the above noted items, *A-1 TRH* has spent \$85,000 in total towards the costs associated with the above noted items.

The Parties agree to a 70% *KPFD*, 30% *A-1 TRH* split for the predevelopment cost. The difference is made up by the *KPFD* constructing the remaining 127 sq ft of the

hotel/convention center connector past the KPFD property line as indicated under section 3.2 below.

3.2 Shared Site Development Components.

- (a) Hotel Fire Access Road constructed by A-1 TRH
 - a. Grandridge to back of hotel 30'W x 795'L = 23,850 x \$5.50/SF = \$131,175
- (b) Water Utility Rerouting Loop constructed by Kennewick Public Facilities District
 - a. From point of connection on the west side of the convention center around the hotel to Grandridge – 1,425 LF x \$103/LF = \$208,050
- (c) Fire Hydrant assemblies around the Hotel constructed by A-1 TRH
 - a. 2 hydrants around the hotel at \$14,820 each (including bollards) = \$29,640
- (d) Connector between buildings constructed by KPFD including the 127 sq ft from KPFD property line to the wall of the hotel – 127 Sq Ft at \$160 per square foot = \$20,320.

The Parties agree that based upon engineer estimates, it is anticipated that the *KPFD* will spend \$228,370 in total towards the costs associated with the above noted site development components, and *A-1 TRH* will spend \$160,815 in total towards the costs associated with the site development components. The Parties agree this is an equitable division of the costs for development of their respective share of the project as a whole.

3.3 *Resolution of Contingency/Unanticipated Change Orders.* The Parties agree that in the event there are unanticipated conditions or change orders related to the items identified in Section 3.2 of this Agreement which exceed ten thousand dollars (\$10,000) for a specific development component assigned to them, they will notify the other Parties of this increased cost. The Parties agree to meet and discuss whether that increase should be shared.

Section IV

Construction Management

4.1 *A-1 TRH* will coordinate, manage, and supervise the construction of the Hotel to ensure that it is completed in accordance with the plans and specifications approved by the *City*. The *KPFD* will coordinate, manage, and supervise the construction of the Three Rivers Convention Center Expansion.

4.2 *A-1 TRH* and the *KPFD* will develop a plan for the management of the construction site, including fencing, access, excavation schedule, laydown yards, and storage areas. *A-1 TRH* shall conduct its construction activities in such a manner as to provide minimal interference with the ongoing operation of the adjacent Three Rivers Convention Center and Toyota Center during the construction phase of the Hotel. The *KPFD* shall coordinate with *A-1 TRH* to provide clear access and maximum parking for events during the term of construction.

Section V

Lien Waiver

A-1 TRH shall develop and implement procedures for processing pay applications of its contractors and subcontractors and all material and suppliers, including lien waivers executed upon each progress payment by all contractors, subcontractors, materialmen, and suppliers of materials and rented equipment, and others eligible to claim a lien under Washington law.

Section VI

Security Bond

A-1 TRH shall secure a Performance and Payment Bond for the total amount of the construction of the Hotel at its sole expense for the benefit of its lender, providing the *City* and *KPFD* copies of such bond.

Section VII

Insurance

A-1 TRH shall maintain or cause to be maintained casualty insurance in the full cost value of the Hotel at all times during the construction of the Hotel, as well as Commercial General Liability, Workers' Compensation, Employers' Liability, and Builder's Risk Insurance, providing the *City* and *KPFD* copies of such policy or policies.

Section VIII

Indemnity

A-1 TRH shall, to the fullest extent permitted by law at its sole expense, defend, indemnify, and hold harmless the *City* and *KPFD* and their officers, directors, and employees from and against all claims, demands, causes of action, and suits associated or connected with the Hotel, and all losses, damages, or expenses, including without limitation, reasonable attorneys' fees and investigation and dispute resolution costs in connection with the Hotel or arising out of or resulting from errors or omissions constituting a breach of the standard of care, willful or negligent acts, or the breach of any contractual duties of *A-1 TRH*, its architects, contractors, subcontractors, or employees, except for such claims or losses that are caused by the sole negligence or willful misconduct of the *City*, *KPFD*, their agents, officers, or employees.

Section IX

General Provisions

9.1 *Time*. For the purpose of this Agreement, and the performance of each term and condition under this Agreement, time is of the essence and prompt compliance is required.

9.2 Notices. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand, courier service, overnight delivery service, registered and/or certified mail (return receipt requested), by facsimile, or electronic transmission to the addresses provided below.

To *City*:

City of Kennewick
c/o City Manager
210 W. 6th Ave.
Kennewick, WA 99336
E-Mail: erin.erdman@ci.kennewick.wa.us

To *KPFD*:

Kennewick Public Facilities District
c/o President
Three Rivers Convention Center
7016 W. Grandridge Blvd.
Kennewick, WA 99336
E-Mail: cdudney@3riverscampus.com

To *A-1 TRH*:

A-1 Three Rivers Hotel, LLC
c/o Vijay Patel, Manager
21505 Cottonwood Dr.
Kennewick, WA 99338
E-Mail: vija@hotelsa1.com

With copies to:

Laurencio Sanguino, City Attorney
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336
Fax No.: (509) 585-4445
E-Mail: Laurencio.Sanguino@ci.kennewick.wa.us

Heidi Ellerd, Attorney for *KPFD*
Ellerd, Hultgrenn & Dahlhauser LLP
1915 Sun Willows Blvd., Suite A
Pasco, WA. 99301
Fax No.: (509) 545-3019
E-Mail: hellerd@edlawyers.com

9.3 Assignment. In as much as the *City* and *KPFD* are relying on the experience, skill, judgment, and qualifications of *A-1 TRH*, *A-1 TRH* may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the *City* and *KPFD*.

9.4 Dispute Resolution. In the event of any dispute arising concerning the breach, interpretation, and/or enforcement of this Agreement, the Parties shall first meet in a good faith effort to resolve such dispute. In the event such dispute is not resolved by agreement of the Parties, individually, or by mediation, the dispute shall be resolved by binding arbitration pursuant to Chapter 7.04A Revised Code of Washington (RCW) with the substantially prevailing party being awarded its reasonable attorneys' fees and costs as an additional award with all Parties waiving a jury trial in the event of de novo review.

9.5 Governing Law and Venue. This Agreement, and the rights and duties of the Parties arising out hereof, shall be governed by and construed in accordance with the laws of the State of Washington with venue being placed in Benton County, Washington.

SIGNATURE PAGES FOLLOW

DATED this _____ day of May 2025.

GRETLE J. CRAWFORD,
Mayor, City of Kennewick

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

On the ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GRETLE CRAWFORD to me known to be the Mayor of the City of Kennewick, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires on: _____

DATED THIS _____ DAY OF MAY 2025.

Approved as to Form:

CALVIN DUDNEY,
President,
Kennewick Public Facilities District

HEIDI ELLERD,
Attorney,
Kennewick Public Facilities District

STATE OF WASHINGTON)
) ss.
County of Benton)

On the ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CALVIN DUDNEY to me known to be the President of the Kennewick Public Facilities District, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____.
My commission expires on: _____