



CITY COUNCIL REGULAR MEETING AGENDA
June 15, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda.)

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retirees Recognition - Neil Hines (36-years), Fernando Garcia (30-years), Scott Child (26-years), Tony Valdez (26-years) and Greg McCormick (11-years)

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of June 1, 2021.
- b. Motion to approve Claims Rosters for the Toyota Center Operations Account for April 2021.
- c. Motion to approve Payroll Roster for May 31, 2021.
- d. Motion to authorize the Mayor to sign a revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2111 Pedestrian Crossing Improvements Project.
- e. Motion the Mayor to sign the revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2110 Photometric Data Collection & Study.
- f. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 4 contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.
- g. Motion to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of Southridge Phase 10, contingent upon payment of fees and bonding for incomplete street and landscape work.
- h. Motion to authorize the Mayor to sign Addendum No.3 to the Purchase and Sale Agreement between the City of Kennewick and A.-1 Pearl Development Group, LLC.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, June 14th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, June 14th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_xoMPGSGzQNW6vsiGGTD_Cq. Registrations must be received by 4:00 p.m. on Tuesday, June 15th.

5. ORDINANCES/RESOLUTIONS

- a. (1) Ordinance 5917: Amending KMC 9.32.020 Relating to Drugs and Drug Paraphernalia
- (2) Ordinance 5918: Adding KMC 9.32.040 Relating to Drugs and Drug Paraphernalia

6. PUBLIC HEARINGS/MEETINGS

The City asks all members of the public that would like to comment regarding items under Public Hearings/Meetings fill out an online form at <https://www.go2kennewick.com/PublicHearing> no later than 4:30 p.m. on Monday, June 14th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 4:30 p.m. on Monday, June 14th to be included in the Council packet.

If you wish to comment on the public hearing during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_xoMPGSGzQNW6vsiGGTD_Cq. Registrations must be received by 4:00 p.m. on Tuesday, June 15, 2021.

- a. Resolution 21-08: Six-Year Transportation Improvement Plan (2022-2027)

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
June 1, 2021

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

John Trumbo	Marie Mosley	Dan Legard	Bruce Mills
Bill McKay	Greg McCormick	Ian Dezember	Krystal Townsend
Chuck Torelli	Christina Palmer	Chris Guerrero	Alisha Piper
Jim Millbauer	Lisa Beaton	Chad Michael	Steve Donovan
Brad Beauchamp	Cary Roe	Evelyn Lusignan	Matt Halitsky
Mayor Don Britain	Terri Wright	Corey Osborn	

Mr. Millbauer moved, seconded by Mr. Torelli to excuse the absence of Mayor Pro Tem Steve Lee. The motion passed.

Mayor Britain led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Mr. Torelli moved, seconded by Mr. Millbauer to approve the Agenda as presented. The motion passed.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of May 18, 2021.
- b. Motion to approve Claims Roster.
 - (1) General Claims Roster for April 24, 2021 to May 14, 2021.
 - (2) Columbia Park Golf Course Account for April 2021.
- c. Motion to approve Payroll Roster for May 15, 2021.
- d. Motion to set the date of June 15, 2021 for a public hearing to consider adoption of the Six-Year Transportation Improvement Plan (2022-2027).
- e. Motion to authorize the City Manager to sign the Amended and Restated Tri-Cities HOME Consortium Agreement for Program year 2020-2021-2022 and continuing.
- f. Motion to authorize the City Manager to sign the third Bi-Pin restated interlocal cooperation agreement.
- g. Motion to authorize the Mayor to sign the Final Plat Village at Southridge Phase 3 contingent upon the completion of outstanding Public Works and Planning requirements.
- h. Motion to authorize the City Manager to enter into and sign the Flag Plaza License Agreement with the Historic Downtown Kennewick Partnership.

Mr. Millbauer moved, seconded by Mr. Torelli to approve the Consent Agenda. The motion passed.

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5913: Change of Zone (COZ) 21-03 from Residential, Medium Density to Residential, High Density located west of S. Sherman Street & north of I-82. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5913

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT WEST OF S SHERMAN STREET AND NORTH OF I-82 FROM RESIDENTIAL, MEDIUM DENSITY (RM) TO RESIDENTIAL, HIGH DENSITY (RH) (COZ 21-03, BENTON PUBLIC UTILITY DISTRICT, C/O EVAN EDWARDS)

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5913. The motion passed.

- b. Ordinance 5914: Change of Zone (COZ) 21-04 from Commercial, Community & Business Park to Residential, Medium Density located at 9757 W. Clearwater Avenue. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5914

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 9757 W CLEARWATER AVENUE AND W 10TH AVENUE FROM COMMERCIAL, COMMUNITY (CC) AND BUSINESS PARK (BP) TO RESIDENTIAL, MEDIUM DENSITY TO (RM) (COZ 21-04, KNUTZEN ENGINEERING, C/O NATHAN MACHIELA)

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5914. The motion passed.

- c. Ordinance 5915: Change of Zone (COZ) 21-07 from Low Density Residential to Commercial located at 8541 & 8637 Bob Olson Pkwy. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5915

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 8541 & 8637 BOB OLSON PKWY FROM RESIDENTIAL, LOW DENSITY (RL) TO COMMERCIAL, COMMUNITY (CC) (COZ 21-07, BAUDER YOUNG)

Mr. Millbauer moved, seconded by Mr. Torelli to adopt Ordinance No. 5915. The motion passed.

- d. Ordinance 5916: Change of Zone (COZ) 21-06 from Low Density Residential to High Density Residential located 324 N Arthur St. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5916

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED 324 N ARTHUR ST FROM RESIDENTIAL, LOW (RL) TO RESIDENTIAL, HIGH (RH) (COZ 21-06, EUGENE CRAMER)

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5916. The motion passed.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. Comprehensive Plan Amendments Docket. Steve Donovan, Senior Planner reported.

CPA 21-01 - Change 0.6887 acres from Low Density Residential (LDR) to Medium Density Residential (MDR) at 1831 W 19th Ave. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-01. The motion passed.

CPA 21-02 - Change 0.96 acres from Low Density Residential (LDR) to Medium Density Residential (MDR) at 3321 W 10th Avenue. Steve Donovan, Senior Planner reported.

Mr. Millbauer moved, seconded by Mr. Torelli to process CPA 21-02. The motion passed.

CPA 21-03 - Change 1.36 acres from Commercial (C) to High Density Residential (HDR) Address undetermined, parcel number 1-3399-201-1560-002. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-03. The motion passed.

CPA 21-04 - Change 3.12 acres from Industrial (I) to Commercial (C) Address undetermined, parcel number 1-0689-201-1788-006, 1-0689-201-1788-003, and the western half of 1-0689-201-1788-002. Steve Donovan, Senior Planner reported.

Mr. Millbauer moved, seconded by Mr. Torelli to process CPA 21-04. The motion passed.

CPA 21-05 - Change 0.46 acres from Commercial (C) to Medium Density Residential (MDR) located at 107 E 16th Avenue. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-05. The motion passed.

CPA 21-06 - Change 14.60 acres from Commercial (C) to High Density Residential (HDR) located at 9496 W Clearwater Avenue. Steve Donovan, Senior Planner reported.

Mr. Millbauer moved, seconded by Mr. Torelli to process CPA 21-06. The motion passed.

CPA 21-07 - Change 1.77 acres from Commercial (C) to Low Density Residential (LDR) at 1221, 1213 and 1201 N Irving Place. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-07. The motion passed.

CPA 21-08 - Change 2.95 acres from Commercial (C) to High Density Residential (HDR) located at 18 W 12TH Place. Steve Donovan, Senior Planner reported.

Mr. Millbauer moved, seconded by Mr. Torelli to process CPA 21-08. The motion passed.

CPA 21-09 - Change 4.58 acres from High Density Residential (HDR) to Commercial (C) located at 8125 Bob Olson Parkway. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-09. The motion passed.

CPA 21-10 - Change 8.6 acres from Low Density Residential (LDR) to Commercial (C) located at 7723 Bob Olson Parkway. Steve Donovan, Senior Planner reported.

Mr. Millbauer moved, seconded by Mr. Torelli to process CPA 21-10. The motion passed.

CPA 21-11 - Change 24.04 acres from Low Density Residential (LDR) to High Density Residential (HDR) located South of 7723 Bob Olson Parkway, Parcels 1-1889-100-0001-003 and 1-1889-100-0001-008. Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-11. The motion passed.

CPA 21-12 - Text amendments addressing nexus and rough proportionality related to required development regulations and mitigation of impacts Steve Donovan, Senior Planner reported.

Mr. Torelli moved, seconded by Mr. Millbauer to process CPA 21-12. The motion passed.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 8:03 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	06/15/2021
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for April 2021.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations Account for April 2021 in the amount of \$175,815.02, comprised of check number 21795-21836 in the amount of \$122,742.04 and electronic transfers in the amount of \$53,072.98. There was no Box Office Account activity in April 2021.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$175,815.02.

Through

Denise Winters
Jun 09, 08:29:18 GMT-0700 2021

Dept Head Approval

Dan Legard
Jun 09, 09:19:25 GMT-0700 2021

City Mgr Approval

Dan Legard
Jun 10, 11:06:37 GMT-0700 2021

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
April 2021**

Num	Date	Name	Memo	Account	Paid Amount
21795	04/05/2021	Active Network- Maximum Solutions	Arena scheduling software update 2020	1006.1 · Sterling Operating Account	
4100169258	05/28/2020		Arena scheduling software update 2020	8005.20 · Computer and Other IT	-1,172.88
					-1,172.88
21796	04/05/2021	Adamson, Janine	LTS Coach-March 2021	1006.1 · Sterling Operating Account	
LTS-March 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-100.00
					-100.00
21797	04/05/2021	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
R 127080	03/01/2021		Temperature Monitoring 3/1/21-3/31/21	8039FB · Sec & Fire Alarm, Food & Bev	-43.39
R 127081	03/01/2021		Vault Monitoring 3/1/21-3/31/21	8039 · Security & Fire Alarm System	-43.39
R 127079	03/01/2021		Fire Monitoring 3/1/21-3/31/21	8039 · Security & Fire Alarm System	-73.79
R 127078	03/01/2021		Ammonia Monitoring 3/1/21-3/31/21	8039 · Security & Fire Alarm System	-52.07
R 127077	03/01/2021		Fire Monitoring 3/1/21-3/31/21-Toyota Arena	8039 · Security & Fire Alarm System	-46.64
R 127625	04/01/2021		Toyota Arena Fire Monitoring 4/1/21-4/30/21	8039 · Security & Fire Alarm System	-46.64
R 127627	04/01/2021		Toyota Center Fire Monitoring 4/1/21-4/30/21	8039 · Security & Fire Alarm System	-73.79
R 127626	04/01/2021		Toyota Center Ammonia Monitoring 4/1/21-4/30/21	8039 · Security & Fire Alarm System	-52.07
R 127628	04/01/2021		Walk-In Temp Monitoring 4/1/21-4/30/21	8039FB · Sec & Fire Alarm, Food & Bev	-43.39
R 1027629	04/01/2021		Vault Security Monitoring 4/1/21-4/30/21	8039 · Security & Fire Alarm System	-43.39
					-518.56
21798	04/05/2021	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3119808248	03/20/2021		Propane 105.4 @ 5.79 a Gallon	8033 · Propane	-623.06
					-623.06
21799	04/05/2021	Apollo Inc		1006.1 · Sterling Operating Account	
940033063	03/12/2021		Repair Circulation Pump	8041 · Repairs & Maintenance-Building	-933.89
940033222	03/24/2021		Add Refrigerant and Find Leak	8041 · Repairs & Maintenance-Building	-379.13
940033266	03/29/2021		Work on Walk-In	8041FB · Repr & Maint Bldg, Food & Bev	-165.07
940033363	04/01/2021		HVAC Maintenance Contract	8038 · Repairs & Maintenance-HVAC	-1,902.67
					-3,380.76
21800	04/05/2021	Avis Rent A Car System, Inc	Van Rental 3/12/19	1006.1 · Sterling Operating Account	
U318789951	03/01/2021		Van Rental 3/12/19	5073 · Reimbursed Outside Services	-149.76
					-149.76
21801	04/05/2021	Batteries Plus		1006.1 · Sterling Operating Account	
P37513432	03/10/2021		Batteries PO#3408	8098 · Supplies & Equipment	-281.14
P37716679	03/16/2021		Batteries PO#3409	8098 · Supplies & Equipment	-68.81
					-349.95
21802	04/05/2021	Benton PUD		1006.1 · Sterling Operating Account	
LGS-2/8/21-3/8/21	03/11/2021		Large General Services 2/8/21-3/8/21	8036.3 · Electricity	-11,164.73
SGS-2/8/21-3/8/21	03/11/2021		Small General Services 2/8/21-3/8/21	8036.3 · Electricity	-319.13
					-11,483.86
21803	04/05/2021	Berry, Timothy	LTS Coach-March 2021	1006.1 · Sterling Operating Account	
MArch 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-105.00
					-105.00
21804	04/05/2021	Bond, Craig	LTS Coach-March 2021	1006.1 · Sterling Operating Account	
March 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-370.00
					-370.00
21805	04/05/2021	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTS-March 2021	03/01/2021		Learn To Skate Administration-March 2021	8065 · Contracted Labor	-1,000.00
March 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-340.00
					-1,340.00

**Toyota Center and Toyota Arena
Operations Claims Roster
April 2021**

Num	Date	Name	Memo	Account	Paid Amount
21806	04/05/2021	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
35749	03/02/2021		Troubleshoot and Replace Breaker	8041 · Repairs & Maintenance-Building	-999.12
35784	03/04/2021		Replaced 2 Ballasts and a Breaker	8041 · Repairs & Maintenance-Building	-296.21
					<u>-1,295.33</u>
21807	04/05/2021	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4035622336	03/01/2021		QHM07777-Maintenance and Usage 2/24/21-3/23/21	8007 · Printing & Copiers	-87.78
					<u>-87.78</u>
21808	04/05/2021	Cascade Natural Gas - COL	TC Natural Gas Services 2/9/21-3/10/21	1006.1 · Sterling Operating Account	
2/9/21-3/10/21	03/11/2021		TC Natural Gas Services 2/9/21-3/10/21	8036.2 · Natural Gas	-820.98
					<u>-820.98</u>
21809	04/05/2021	Cascade Natural Gas - ICE	TA Natural Gas Services 2/9/21-3/10/21	1006.1 · Sterling Operating Account	
2/9/21-3/10/21	03/11/2021		TA Natural Gas Services 2/9/21-3/10/21	8036.2 · Natural Gas	-1,960.07
					<u>-1,960.07</u>
21810	04/05/2021	Central Washington Refrigeration	Ammonia and Labor	1006.1 · Sterling Operating Account	
42708	02/16/2021		Ammonia and Labor	8104 · Ice-Related	-4,907.36
					<u>-4,907.36</u>
21811	04/05/2021	Chemsearch	Water Treatment Program Contract	1006.1 · Sterling Operating Account	
7309480	03/25/2021		Water Treatment Program Contract	8094 · Outside Services	-3,406.26
					<u>-3,406.26</u>
21812	04/05/2021	City of Kennewick-Grounds Maintenance		1006.1 · Sterling Operating Account	
14554	10/13/2020		3rd Quarter 2020 Ground Maintenance	8044 · Repairs & Maintenance-Grounds	-5,490.45
014650	12/31/2020		4th Quarter 2020 Ground Maintenance	8044 · Repairs & Maintenance-Grounds	-7,320.60
					<u>-12,811.05</u>
21813	04/05/2021	City of Kennewick-MISC	VOID:	1006.1 · Sterling Operating Account	
					0.00
21814	04/05/2021	Cougar Digital Marketing & Design LLC		1006.1 · Sterling Operating Account	
7624	03/01/2021		Monthly Website Maintenance Plan	8003 · Non-Event Advertising	-149.00
7757	04/01/2021		Monthly Website Maintenance	8003 · Non-Event Advertising	-149.00
					<u>-298.00</u>
21815	04/05/2021	Culligan	230326	1006.1 · Sterling Operating Account	
108485	02/18/2021		Water Cooler Rentals 2/18/21-3/18/21	8098 · Supplies & Equipment	-10.86
109195	03/18/2021		Water Cooler Rental 3/18/21-4/18/21	8098 · Supplies & Equipment	-10.86
					<u>-21.72</u>
21816	04/05/2021	Dependable Appliance NW, LLC	Pump, Swith, and Labor	1006.1 · Sterling Operating Account	
82109	03/16/2021		Pump, Swith, and Labor	8041 · Repairs & Maintenance-Building	-385.05
					<u>-385.05</u>
21817	04/05/2021	Devfuzion		1006.1 · Sterling Operating Account	
16171	03/16/2021		Replacement SSD for Music Computer	8005.20 · Computer and Other IT	-65.15
WV-16306	03/31/2021		Website Hosting-March	8094 · Outside Services	-30.00
					<u>-95.15</u>
21818	04/05/2021	Filta	Fryer Service	1006.1 · Sterling Operating Account	
448-0062420	03/24/2021		Fryer Service	8094FB · Outside Services - Food & Bev	-208.51
					<u>-208.51</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
April 2021**

Num	Date	Name	Memo	Account	Paid Amount
21819	04/05/2021	Grace McNally	LTS Coach-March 2021	1006.1 · Sterling Operating Account	
March 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-100.00
					-100.00
21820	04/05/2021	Huber, Chelesa	Refund Hillsong tickets sold in box office	1006.1 · Sterling Operating Account	
Refund Hillsong Tix	04/05/2021		Refund Hillsong tickets sold in box office	3020 · Accrued Accounts Payable	-329.00
					-329.00
21821	04/05/2021	Jessica Boyd	LTS Coach-March 2021	1006.1 · Sterling Operating Account	
March 2021	03/01/2021		LTS Coach-March 2021	8065 · Contracted Labor	-75.00
					-75.00
21822	04/05/2021	Lachut, James	Refund Ams tickets for 2/14 game	1006.1 · Sterling Operating Account	
Ams Ticket Refund	04/05/2021		Refund tix for 2/14/20 Ams game	3020 · Accrued Accounts Payable	-34.00
					-34.00
21823	04/05/2021	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
16408	02/09/2021		Supplies for Build Repairs PO# 3406	8098 · Supplies & Equipment	-59.12
16526	02/10/2021		Supplies for Build Repairs PO# 3406	8098 · Supplies & Equipment	-71.12
25078	02/11/2021		Supplies for Build Repairs PO# 3406	8098 · Supplies & Equipment	-76.48
16767	02/22/2021		Supplies for Build Repairs PO# 3406	8098 · Supplies & Equipment	-100.77
16307	02/26/2021		Supplies for Build Repairs PO# 3406	8098 · Supplies & Equipment	-76.89
16513	02/27/2021		Supplies for Repairs to TC PO 3406	8098 · Supplies & Equipment	-46.36
16420	03/05/2021		Supplies for Repairs to TC PO 3406	8098 · Supplies & Equipment	-45.41
16083	03/15/2021		Supplies for Repairs to TC PO 3406	8098 · Supplies & Equipment	-96.13
16255	03/22/2021		Supplies for Repairs to TC PO 3406	8098 · Supplies & Equipment	-19.74
16752	03/24/2021		Parts for building Repais PO# 3604	8098 · Supplies & Equipment	-55.03
16760	03/24/2021		Parts for building Repais PO# 3604	8098 · Supplies & Equipment	-12.38
16865	03/25/2021		Parts for building Repais PO# 3604	8098 · Supplies & Equipment	-20.60
					-680.03
21824	04/05/2021	Melvin, Alta	Refund tickets for missed BWay dinners	1006.1 · Sterling Operating Account	
Refund BWay dinners	04/05/2021		Refund tickets for missed BWay dinners	3020 · Accrued Accounts Payable	-120.00
					-120.00
21825	04/05/2021	Oxarc	Repair and Recharge Fire Extinguishers	1006.1 · Sterling Operating Account	
31213506	03/24/2021		Repair and Recharge Fire Extinguishers	8041 · Repairs & Maintenance-Building	-802.93
					-802.93
21826	04/05/2021	Roto-Rooter	Locker Room Toilet Repairs and Replacement	1006.1 · Sterling Operating Account	
21373779	03/03/2021		Locker Room Toilet Repairs and Replacement	8041 · Repairs & Maintenance-Building	-1,561.13
					-1,561.13
21827	04/05/2021	Schindler Elevator Corp.	1061995	1006.1 · Sterling Operating Account	
8105595509	04/01/2021		Elevator Contract 4/1/2021-3/31/2022	8094 · Outside Services	-5,823.09
					-5,823.09
21828	04/05/2021	Sellereite, April	Refund Ams tickets for 3/13 game	1006.1 · Sterling Operating Account	
Ams Ticket Refund	04/05/2021		Refund tix for 3/13/20 Ams game	3020 · Accrued Accounts Payable	-34.00
					-34.00
21829	04/05/2021	Spectrum Business		1006.1 · Sterling Operating Account	
0883924022621	02/26/2021		Internet Service 2/26/21-3/25/21	8034.3 · Internet	-1,719.98
			Voice Service 2/26/21-3/25/21	8034.1 · Telephone	-900.10
0883924032621	03/26/2021		Internet Services 3/26/21-4/25/21	8034.3 · Internet	-1,719.98
			Phone Services 3/26/21-4/25/21	8034.1 · Telephone	-900.62
					-5,240.68

**Toyota Center and Toyota Arena
Operations Claims Roster
April 2021**

Num	Date	Name	Memo	Account	Paid Amount
21830	04/05/2021	Sunbelt Rentals	ManLift Rental	1006.1 · Sterling Operating Account	
111296169-0001	03/16/2021		ManLift Rental	8096 · Rental Equipment	-520.48
					-520.48
21831	04/05/2021	US Foods	VOID:	1006.1 · Sterling Operating Account	
					0.00
21832	04/05/2021	VenuWorks, Inc.		1006.1 · Sterling Operating Account	
17071	03/01/2021		March 2021 Management Fee	8124 · VenuWorks Management Fee	-9,809.04
17099	04/01/2021		April 2021 Management Fee	8124 · VenuWorks Management Fee	-9,809.04
					-19,618.08
21833	04/05/2021	Vistar Corporation		1006.1 · Sterling Operating Account	
60176828	03/17/2021		Food Order	1400.1 · Inventory-Food	-162.11
60176829	03/17/2021		Order Number 66998602-1	1400.1 · Inventory-Food	-62.85
60176831	03/17/2021		Food Order 66998611-1	1400.1 · Inventory-Food	-36.42
60234361	03/24/2021		Food Order 67087067-1	1400.1 · Inventory-Food	-415.55
					-676.93
21834	04/05/2021	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
583551	02/16/2021		Monthly Pest/Rodent Service	8094 · Outside Services	-255.21
583549	02/16/2021		Monthly Pest/Rodent Service-TA	8094 · Outside Services	-127.06
583895	03/16/2021		Monthly Pest/Rodent Service	8094 · Outside Services	-255.21
583893	03/16/2021		Monthly Pest/Rodent Service-TA	8094 · Outside Services	-127.06
					-764.54
21835	04/05/2021	City of Kennewick-MISC		1006.1 · Sterling Operating Account	
14529	09/25/2020		3RD QTR Leasehold Tax	2203 · Leasehold Tax Payable-COK	-1,334.94
14552	10/13/2020		Property Insurance Allocation	1610 · Prepaid Insurance	-29,066.44
014558	10/20/2020		Annual Audit	8092 · Professional Fees	-7,500.00
014559	10/21/2020		Leasehold Tax for Toyota Center Concessionaires- 9/1/20-8/31/21	2203 · Leasehold Tax Payable-COK	-724.08
14621	12/29/2020		4th QTR Leasehold Tax	2203 · Leasehold Tax Payable-COK	-1,334.94
					-39,960.40
21836	04/07/2021	US Foods	Food Order	1006.1 · Sterling Operating Account	
9793888	05/01/2020	US Foods	Food Order 3/10/20	2000 · Accounts Payable-Operations	0.00
9793889	05/01/2020	US Foods	Food Order 3/10/20	2000 · Accounts Payable-Operations	0.00
90093	03/24/2021		Food Order	1400.1 · Inventory-Food	-510.66
					-510.66
EFT	04/01/2021	King Beverage Inc.	Beer Order Invoice 2327039	1006.1 · Sterling Operating Account	
			Beer Order Invoice 2327039	1400.2 · Inventory-Beer	-626.18
					-626.18
WIRE	04/05/2021	Ticketmaster.	TM refunds requested through 4/1/2021	1006.1 · Sterling Operating Account	
			TM refunds requested through 4/1/2021	3601 · Unearned Revenue-Ticket Sales	-27,581.50
			TM refunds requested through 4/1/2021	3601.10 · Unearned Revenue-Facility Fees	-824.00
			TM refunds requested through 4/1/2021	5026 · Ticketing Commission	-7,068.16
					-35,473.66
ONLINE	04/08/2021	Sterling Change	Change Request 4/8/2021 - vault balance \$27,000	1006.1 · Sterling Operating Account	
			Change Request 4/8/2021 - vault balance \$27,000	1121 · Vault Cash-F&B	-15,000.00
					-15,000.00
EFT	04/14/2021	King Beverage	Beer Order 2332218	1006.1 · Sterling Operating Account	
			Beer Order 2332218	1400.2 · Inventory-Beer	-204.40
					-204.40

**Toyota Center and Toyota Arena
Operations Claims Roster
April 2021**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	04/30/2021	American Payment Solutions	Credit card processing Apr 2021	1006.1 · Sterling Operating Account	
			Credit card processing Apr 2021	8109 · Credit Card Fees	-283.69
					-283.69
ACH	04/30/2021	Revel Systems	Merchant Fees - Toyota Arena - Mar 2021	1006.1 · Sterling Operating Account	
			Merchant Fees - Toyota Arena - Mar 2021	8098.1 · Supplies & Equipment-F&B	-347.47
					-347.47
ACH	04/30/2021	Revel Systems	Merchant Fees - Toyota Arena - Apr 2021	1006.1 · Sterling Operating Account	
			Merchant Fees - Toyota Arena - Apr 2021	8098.1 · Supplies & Equipment-F&B	-244.53
					-244.53
AUTO	04/30/2021	Ignite Payment Systems	Card processing fees - TOYO Apr 2021	1006.1 · Sterling Operating Account	
			Card processing fees - TOYO Apr 2021	8109 · Credit Card Fees	-55.80
			Card processing fees - ARENA Apr 2021	8109 · Credit Card Fees	-33.45
					-89.25
ONLINE	04/30/2021	Revel Systems	POS Fees - Toyota Center - Mar 2021	1006.1 · Sterling Operating Account	
			POS Fees - Toyota Center - Mar 2021	8098.1 · Supplies & Equipment-F&B	-393.90
					-393.90
ONLINE	04/30/2021	Revel Systems	POS Fees - Toyota Center - Apr 2021	1006.1 · Sterling Operating Account	
			POS Fees - Toyota Center - Apr 2021	8098.1 · Supplies & Equipment-F&B	-409.90
					-409.90
Total Paid				\$	175,815.02

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



Dan Legard, Finance Director

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

Check numbers 21795-21836	\$	122,742.04
Electronic transfers		53,072.98
Total	\$	175,815.02

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	06/15/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 5/31/2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster in the amount of \$2,093,171.08 comprised of check numbers 75085 through 75101 and direct deposit numbers 192112 through 192543.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,093,171.08.

Through

Dept Head Approval

City Mgr Approval

Dan Legard
Jun 03, 10:49:42 GMT-0700 2021

Dan Legard
Jun 10, 11:08:24 GMT-0700 2021

Attachments: payroll roster

☐ Recording
Required?

June 15, 2021

All Departments:

May 31, 2021

ADMINISTRATIVE TEAM	5,145.02
CITY COUNCIL	4,612.50
CITY MANAGER	12,803.09
CIVIL SERVICE	3,132.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	27,844.19
EMPLOYEE & COMMUNITY RELATIONS	41,777.06
ENGINEERING	51,802.91
FACILITIES & GROUNDS	90,044.24
FINANCE	49,681.33
FIRE	143,100.53
LEGAL SERVICES	23,254.84
MANAGEMENT SERVICES	83,602.98
POLICE	514,153.02
Subtotal General Fund	1,050,953.71
STREETS	26,584.50
TRAFFIC	20,282.11
Subtotal Street Fund	46,866.61
BI-PIN	10,154.83
BUILDING SAFETY	46,648.24
COMMUNITY DEVELOPMENT	4,125.98
CRIMINAL JUSTICE	67,258.43
EQUIPMENT RENTAL	12,636.37
MEDICAL SERVICES	362,919.94
RISK MANAGEMENT	3,699.68
STORMWATER UTILITY	20,880.07
WATER & SEWER	174,013.54
Subtotal Other Funds	702,337.08
Total Salaries and Wages	1,800,157.40
<u>Benefits:</u>	
Industrial Insurance	38,454.06
Medical Retirement Account	3,412.50
Retirement	145,466.39
Social Security (FICA)	103,283.72
WA Family Leave	2,397.01
	293,013.68
Total Benefits	
Grand Total	\$2,093,171.08

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,093,171.08 comprised of check numbers 75085 through 75101 and direct deposit numbers 192112 through 192543.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	06/15/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Pedestrian Crossing Improvements Project				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P2111	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council authorize the Mayor to sign a revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2111 Pedestrian Crossing Improvements Project.

Motion for Consideration

I move to authorize the Mayor to sign a revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2111 Pedestrian Crossing Improvements Project.

Summary

Staff was successful in acquiring a Federal Grant through the 2020 City Safety Selections program for design and construction of a City-wide Pedestrian Crossing Improvements Project. The scope of work includes installing pedestrian crossing improvements including Rectangular Rapid Flashing Beacons (RRFBs), pedestrian refuge islands, and pavement markings. Fifteen locations have been identified for improvements, which include nine (9) on Clearwater Ave., two (2) on Edison St., and four (4) on Olympia St. (See attached map)

Total project cost is estimated at \$860,000. The attached agreement is only for the Design Phase, which is estimated at \$56,100 and will be performed by in-house staff. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project.

This item was presented to Council at the May 18th meeting with a City match. Since then, the State was informed by FHWA that this specific Safety Program was eligible for 100% funding with no match required.

Alternatives

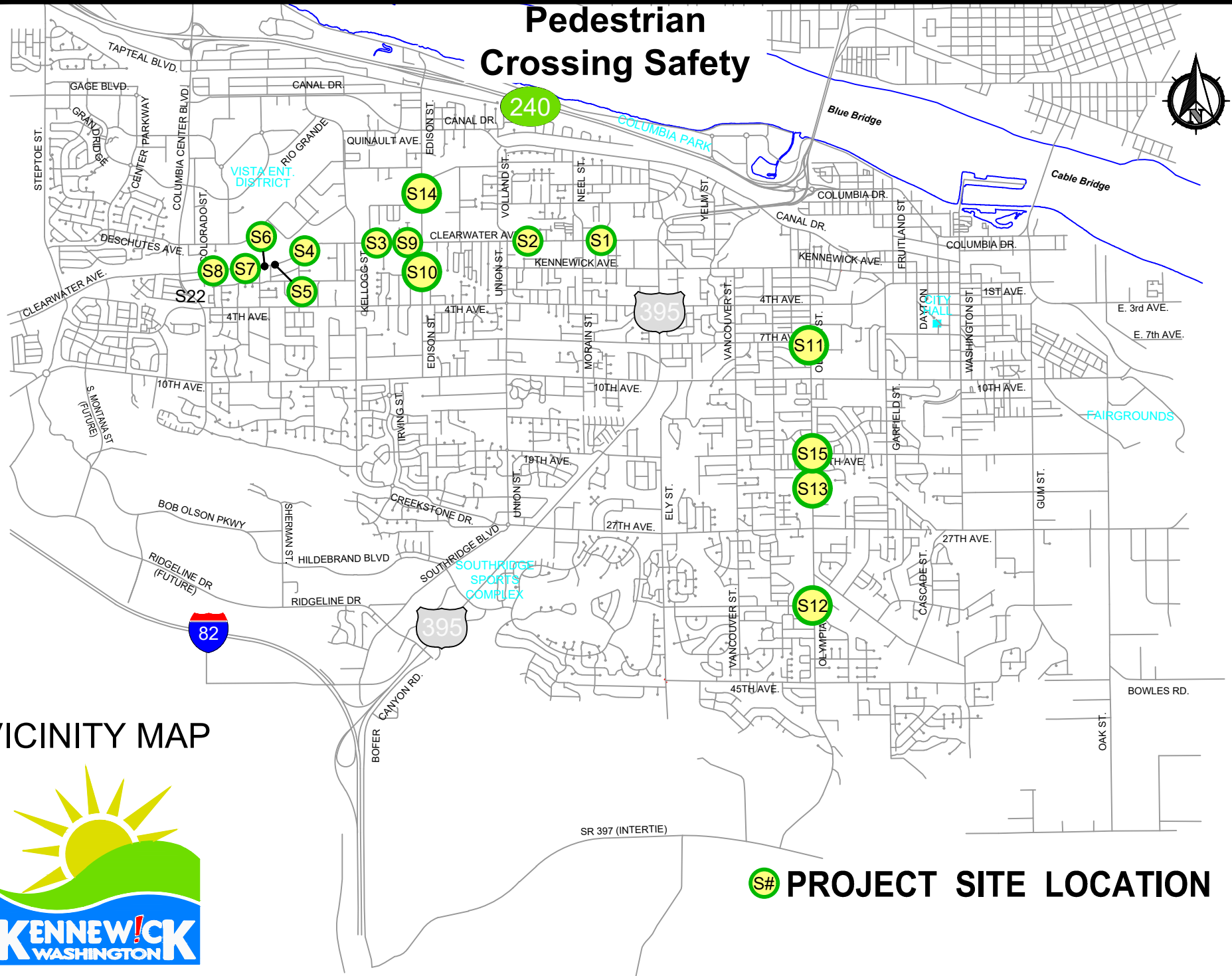
None.

Fiscal Impact

Federal Grant: \$56,100
Local Match: None

Through	Heath Mellotte Jun 09, 06:29:16 GMT-0700 2021	Attachments:  ☐ Recording Required?
Dept Head Approval	Cary Roe Jun 09, 09:32:49 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:13:48 GMT-0700 2021	

Pedestrian Crossing Safety



VICINITY MAP





Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	6/7/2021
Federal Aid Project Number	HSIP			DUNS Number	040187544
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Pedestrian Crossing Safety		Start Latitude N various End Latitude N various		Start Longitude W various End Longitude W various	
Project Termini From-To Various (City-wide) Various (City-wide)		Nearest City Name Kennewick			Project Zip Code (+4) 99336-0108
Begin Mile Post	End Mile Post	Length of Project City-wide		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region		Legislative District(s) 8		Congressional District(s) 4	Urban Area Number 4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$56,100	\$0	\$56,100	Month June	Year 2021
R/W					
Const.	\$804,800	\$0	\$804,800	November	2021
Total	\$860,900	\$0	\$860,900		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width varies	Number of Lanes varies
City-wide existing or non existent pedestrian crossing on major arterial roads.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
Install pedestrian crossing improvements including Rectangular Rapid Flashing Beacons (RRFB's), pedestrian refuge islands, and pavement markings.

Local Agency Contact Person Joseph Steinbock		Title Engineering Technician II		Phone 509 585-4437	
Mailing Address PO Box 6108		City Kennewick		State WA	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority				
	Title Cary M. Roe. PE, Public Works Director				Date

Agency City of Kennewick	Project Title Pedestrian Crossing Safety	Date 6/7/2021
-----------------------------	---	------------------

Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|---|---|--------------------------------|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R |
| ☐ Reconstruction | ☒ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☐ Other |
| ☐ Bridge | | |

Roadway Width

Varies

Number of Lanes

Varies

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS	☐ Principal Arterial ☒ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	Varies	Varies
Design Speed		
Existing ADT	Varies	Varies
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick	Others 0 %	Agency 100 %
Construction Will Be Performed By (TBD)	Contract 100 %	Agency 0 %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☒ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

None

Agency City of Kennewick	Project Title Pedestrian Crossing Safety	Date 6/7/2021
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required
--	--	--

Utilities

☐ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☒ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

None

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

None

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Mayor Don Britain, City of Kennewick

Date

By _____
Mayor/Chairperson



Washington State Department of Transportation

Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Pedestrian Crossing Safety

Length Various (City-wide)

Termini Various

Description of Work

Install pedestrian crossing improvements including Rectangular Rapid Flashing Beacons (RRFB's), pedestrian refuge islands, and pavement markings.

Project Agreement End Date 12/31/2024

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	55,600.00		55,600.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State	500.00		500.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	56,100.00	0.00	56,100.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	56,100.00	0.00	56,100.00

Agency Official

By

Title Don Britain, Mayor

Washington State

Department of Transportation

By Director, Local Program

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
- 4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter your Project Agreement End Date. This date is based on your projects Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.

For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date.
- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

5. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

- d. **Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement, and writes in their title. **Note:** Do **NOT** enter a date on the Date Executed line.

7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	06/15/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Photometric Data Collection & Study				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P2110	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council authorize the Mayor to sign the revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2110 Photometric Data Collection & Study.

Motion for Consideration

I move to authorize the Mayor to sign the revised Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation (WSDOT) for P2110 Photometric Data Collection & Study.

Summary

Staff was successful in acquiring a Federal Grant through the 2020 City Safety Selections program to perform a City-wide Photometric Data Collection & Study. The scope of work includes hiring a consultant to collect photometric data and perform an analysis of the data to determine illumination standards for the City's Principal and Minor Arterial Systems with Average Daily Traffic greater than 12,000 vehicles per day.

Total project cost is estimated at \$60,000 which is limited to the Design Phase. Since this is only a study, there is no construction phase. \$2,500 will be obligated for City Staff time, \$500 for Washington DOT time, and \$57,000 for a Consultant to collect data and provide a study. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project.

This item was presented to Council at the May 18th meeting with a City match. Since then, the State was informed by FHWA that this specific Safety Program was eligible for 100% funding with no match required.

Alternatives

None.

Fiscal Impact

Federal Grant: \$60,000

Local Match: None

Through	Heath Mellotte Jun 09, 06:14:35 GMT-0700 2021	Attachments: 
Dept Head Approval	Cary Roe Jun 09, 09:33:38 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:23:03 GMT-0700 2021	

☐ Recording Required?



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	6/7/2021
Federal Aid Project Number	HSIP			DUNS Number	040187544
Local Agency Project Number		(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Photometric Data Collection & Study		Start Latitude N varies End Latitude N varies		Start Longitude W varies End Longitude W varies	
Project Termini From-To Various (City-wide) Various (City-wide)		Nearest City Name Kennewick			Project Zip Code (+4) 99336-4537
Begin Mile Post	End Mile Post	Length of Project (City-wide)		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region		Legislative District(s) 8		Congressional District(s) 4	Urban Area Number 4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$60,000	\$0	\$60,000	Month June	Year 2021
R/W					
Const.					
Total					

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies	Number of Lanes Varies
-------------------------	---------------------------

City-wide street light illumination on Principal and Minor Arterials with ADT greater than 12,000 vehicles per day. The existing City street lights are a combination of Induction luminaires and Type III LED luminaires.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Photometric data collection and study to determine illumination standards for Principal and Minor Arterials with ADT greater than 12,000 vehicles per day.

Local Agency Contact Person Ryan Durham		Title Senior Design Engineer		Phone (509) 585-4385	
Mailing Address P.O. BOX 6108		City Kennewick		State WA	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority				
	Title Cary M. Roe, PE, Public Works Director				Date

Agency City of Kennewick	Project Title Photometric Data Collection & Study	Date 6/7/2021
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Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|---|--|---|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R |
| ☐ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☒ Other |
| ☐ Bridge | | |

Roadway Width
varies

Number of Lanes
varies

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial ☒ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS	☒ Principal Arterial ☒ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access ☒ Urban ☐ Rural ☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☒ Flat ☐ Roll ☐ Mountain
Posted Speed	varies	varies
Design Speed		
Existing ADT	varies	varies
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By N/A	Contract %	Agency %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☒ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

None

Agency City of Kennewick	Project Title Photometric Data Collection & Study	Date 6/7/2021
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities

☒ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

None.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

None.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Mayor Don Britain, City of Kennewick

Date

By _____
Mayor/Chairperson



Washington State Department of Transportation

Agency City of Kennewick

Address P.O. BOX 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Photometric Data Collection & Study

Length Various (City-Wide)

Termini Various

Description of Work

Photometric data collection and study to determine illumination standards for Principal and Minor Arterials with ADT greater than 12,000 vehicles per day.

Project Agreement End Date 12/31/2024

Proposed Advertisement Date

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	2,500.00		2,500.00
100 %	b. Other Consultant	57,000.00		57,000.00
Federal Aid	c. Other			
Participation	d. State	500.00		500.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	60,000.00	0.00	60,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	60,000.00	0.00	60,000.00

Agency Official

By

Title Don Britain, Mayor

Washington State

Department of Transportation

By Director, Local Program

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
- 4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter your Project Agreement End Date. This date is based on your projects Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.

For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date.
- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

5. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

- d. **Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement, and writes in their title. **Note:** Do **NOT** enter a date on the Date Executed line.

7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	06/15/2021	Consent Agenda	☒
	Agenda Item Type	Final Plat			Ordinance/Reso	☐
	Subject	Southridge Estates Phase 4			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #	FP 21-03	Permit #	PLN-2021-00967	Quasi-Judicial	☐
	Department	Planning				

Recommendation

That City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 4 contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 4 contingent upon payment of fees and bodning for incomplete sidewalk and landscape work.

Summary

An application has been submitted by Kevin Bethje, for the Final Plat of Southridge Estates Phase 4. The plat consists of 25 lots on 6.9 acres, located north of Hildebrand Boulevard and west of Grant Street. The site is currently zoned Residential, Low (RL), which allows a minimum lot size of 7,500 square feet. The smallest lot is 9,750 square feet, the largest lot is 14,409 square feet and the average lot size is 12,071 square feet. The Preliminary Plat of Southridge Estates (PP 04-04) was approved by the City Council's Resolution Number 05-26 on July 5, 2005.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable City development regulations. With the exception of payment of fees and bonding for incomplete street and landscape work, conditions of the preliminary plat have been met. Following Council approval and plat signatures, the plat can be recorded and lots sold to individual owners. Prior to City signatures, fees will be paid and bonding will be in place.

Alternatives

No alternatives were reviewed or are recommended as the applicant has met the applicable standards.

Fiscal Impact

None.

Through	Chris Bowman Jun 09, 17:15:11 GMT-0700 2021	Attachments: 
Dept Head Approval	Anthony Muai Jun 10, 07:14:03 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:27:10 GMT-0700 2021	
		☐ Recording Required?

SOUTHRIDGE ESTATES
PHASE 4

A SUBDIVISION OF A PORTION OF TRACT ZZ "SOUTHRIDGE
PHASE 7-8" (15-690) AND A PORTION OF THE
NORTHEAST AND SOUTHEAST 1/4 OF THE NE 1/4 OF
SECTION 17 T8N, R29E, W.M.,
CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON

JOB NO. 21-032 MAY 24, 2021
SHEET 1 OF 2

APPROVALS

ZIPLY FIBER	TITLE	DATE
CASCADE NATURAL GAS CORPORATION	TITLE	DATE
CHARTER COMMUNICATION	TITLE	DATE

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK,
STATE OF WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR
FP 21-03/PLN-2021-00967 1-1689-200-0002-014

KENNEWICK CITY ENGINEER

MAYOR, CITY OF KENNEWICK

ATTEST:
CITY CLERK

KENNEWICK IRRIGATION DISTRICT APPROVAL

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

KENNEWICK IRRIGATION DISTRICT

PUBLIC UTILITY DISTRICT CERTIFICATE

THE UTILITY EASEMENTS ARE HEREBY APPROVED BY BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1.

BENTON PUD

BENTON COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND
INCLUDING THE YEAR ____ A.D., PARCEL NUMBER 116892000002014

BENTON COUNTY TREASURER

BENTON COUNTY ASSESSOR

DEDICATION:

WE, SOUTHRIDGE TRI-CITIES DEVELOPMENT, LLC AND PRO MADE CONSTRUCTION, LLC, HEREBY CERTIFY THAT WE ARE THE
OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND
PLATTED INTO LOTS AND BLOCKS AS SHOWN HEREON AND THAT THE STREET RIGHT-OF-WAYS AND THE UTILITY EASEMENTS
ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AND THAT SAID SUBDIVISION SHALL HEREAFTER BE DESIGNATED BY
THE NAME "SOUTHRIDGE ESTATES PHASE 4".

BEN KRUSE
MANAGING PARTNER FOR
SOUTHRIDGE TRI-CITIES
DEVELOPMENT, LLC

PETER P. STRIZHAK
TITLE
DATE

ACKNOWLEDGMENT

STATE OF _____ SS. }
COUNTY OF _____ }
I THE UNDERSIGNED, A NOTARY IN AND FOR THE STATE OF _____ HEREBY CERTIFY
THAT ON THIS ____ DAY OF _____, 2021

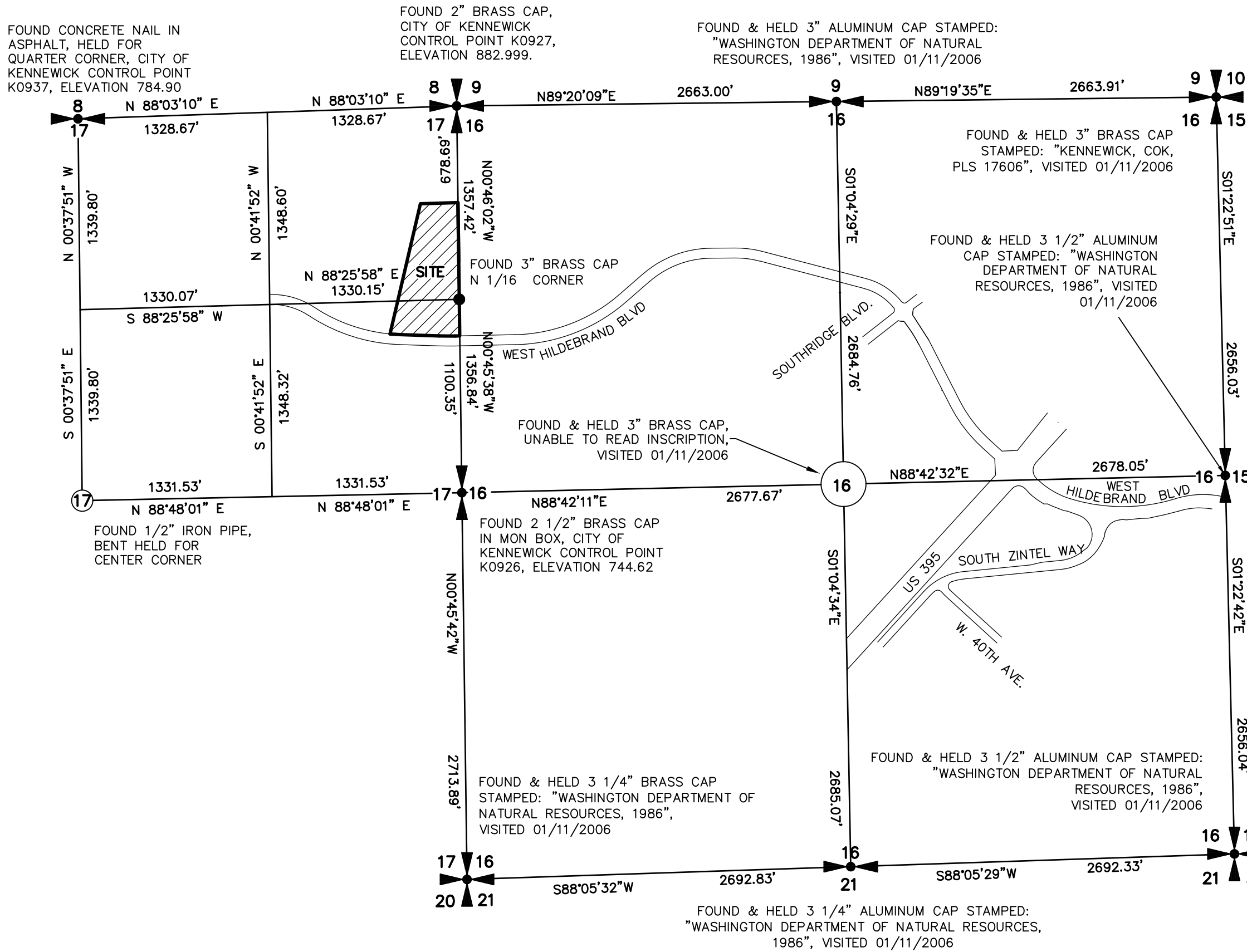
PERSONALLY APPEARED BEFORE ME, KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE
FOREGOING "DEDICATION", AND ACKNOWLEDGED TO ME THAT HE SIGNED SAID INSTRUMENT AS HIS FREE
AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH
STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

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 _____

RESIDING AT _____
MY COMMISSION EXPIRES: _____

PREPARED BY:
MGS PASCO, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA 99301
(509) 544-7802



PERIMETER DESCRIPTION

THAT PARCEL OF LAND BEING A PORTION OF TRACT ZZ OF SOUTHRIDGE PHASE 7-8, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER VOLUME 15 OF PLATS AT PAGE 690, RECORDS OF BENTON COUNTY, WASHINGTON AND BEING A PORTION OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON; BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°46'02" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 678.69 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00°46'02" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 678.69 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00°45'38" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 256.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF W. HILDEBRAND BLVD.; THENCE SOUTH 88°42'22" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 32.40 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1965.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 89°40'54" WEST FOR A CHORD DISTANCE OF 110.56 FEET THROUGH A CENTRAL ANGLE OF 03°13'27" FOR AN ARC DISTANCE OF 110.58 FEET; THENCE NORTH 88°04'11" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 275.33 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 1165.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 88°19'16" WEST FOR A CHORD DISTANCE OF 71.09 FEET THROUGH A CENTRAL ANGLE OF 03°29'48" FOR AN ARC DISTANCE OF 71.10 FEET TO THE EASTERLY LINE OF A 75.00 FOOT WIDE GAS LINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 350923, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 13°07'21" EAST ALONG SAID GAS LINE EASEMENT, 937.78 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°14'35" EAST ALONG SAID SOUTH LINE, 263.79 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 8.03 ACRES MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

NOTES:

1) FOR MAINTENANCE AGREEMENT, CC & R'S AND DEVELOPERS AGREEMENT, SEE DOCUMENTS RECORDED UNDER AUDITOR'S FILE NUMBERS, 2015-008605, 2015-008601, 2007-008507, 2015-028840 AND 2015-005300, BENTON COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____
DAY OF _____, 2021 AND RECORDED IN VOLUME _____
OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON
AT THE REQUEST OF MGS PASCO, INC.

BENTON COUNTY AUDITOR
BY DEPUTY COUNTY AUDITOR

FEE NO. _____ INDEX No. _____

SURVEYOR'S CERTIFICATE

I KEVIN L. BETHJE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON
(REGISTRATION No. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON
AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE. SAID SURVEY WAS PERFORMED BY ME OR
UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY
RECORDING ACT AT THE REQUEST OF BEN KRUSE IN JANUARY 2021.

KEVIN L. BETHJE, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 38490



SURVEY REFERENCE

- WASHINGTON DEPARTMENT OF NATURAL RESOURCES SURVEY, BOOK 1, PAGE 1037, DATED 1986
- SHORT PLAT VOLUME 1, PAGE 1772, DATED 1992
- WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 82 "GOOSE GAP ROAD VICINITY TO JCT 14" RIGHT-OF-WAY & LIMITED ACCESS PLAN, SHEET 28 & 34, DATED 01-18-1980
- MUNNELL SURVEY VOLUME 1, PAGE 10, DATED 1985
- GALVIN SURVEY VOLUME 1, PAGE 3944, DATED 2008
- GALVIN SURVEY VOLUME 1, PAGE 3945, DATED 2008
- AMENDED SHORT PLAT VOLUME 1, PAGE 3188, DATED 2009
- AMENDED SHORT PLAT VOLUME 1, PAGE 3085, DATED 2008
- BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009
- BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009
- "SOUTHRIDGE PHASE 1" VOLUME 15, PAGE 325
- "SOUTHRIDGE PHASE 2A" VOLUME 15, PAGE 445
- "SOUTHRIDGE PHASE 2B" VOLUME 15, PAGE 462
- "SOUTHRIDGE PHASE 3" VOLUME 15, PAGE 522
- "SOUTHRIDGE PHASE 4" VOLUME 15, PAGE 558
- "SOUTHRIDGE PHASE 5" VOLUME 15, PAGE 679
- "SOUTHRIDGE PHASE 7-8" VOLUME 15, PAGE 690
- BETHJE SURVEY, VOLUME 1, PAGE 5250
- "SOUTHRIDGE PHASE 6" VOLUME 15, PAGE 700
- "SOUTHRIDGE PHASE 9" VOLUME 15, PAGE 699
- WEBER SURVEY, VOLUME 1, PAGE 4417
- "SOUTHRIDGE PHASE 7" VOLUME 15, PAGE XXXX

ACKNOWLEDGMENT

STATE OF _____ SS. }
COUNTY OF _____ }

I THE UNDERSIGNED, A NOTARY IN AND FOR THE STATE OF _____ HEREBY CERTIFY
THAT ON THIS ____ DAY OF _____, 2021

PERSONALLY APPEARED BEFORE ME, KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE
FOREGOING "DEDICATION", AND ACKNOWLEDGED TO ME THAT HE SIGNED SAID INSTRUMENT AS HIS FREE
AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH
STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

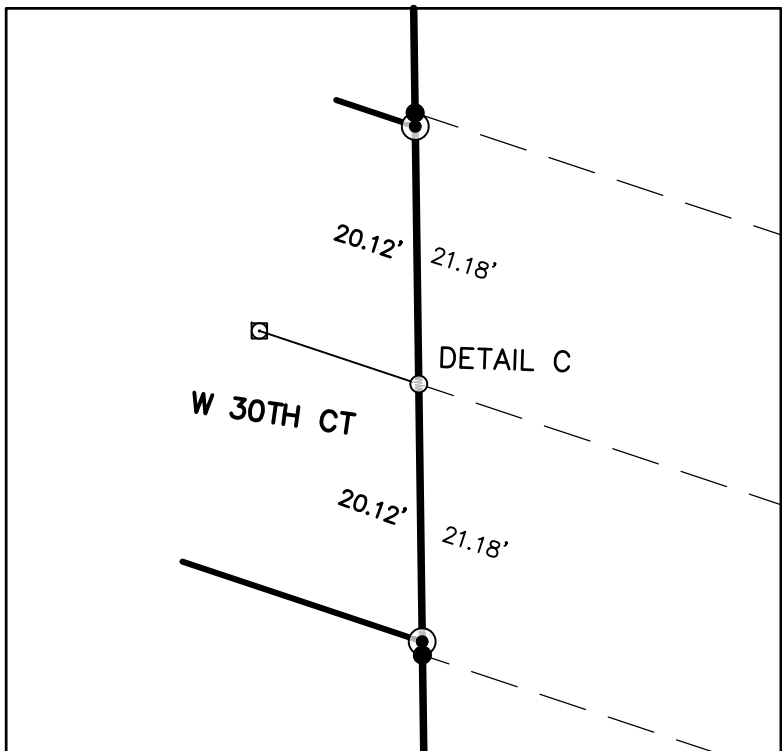
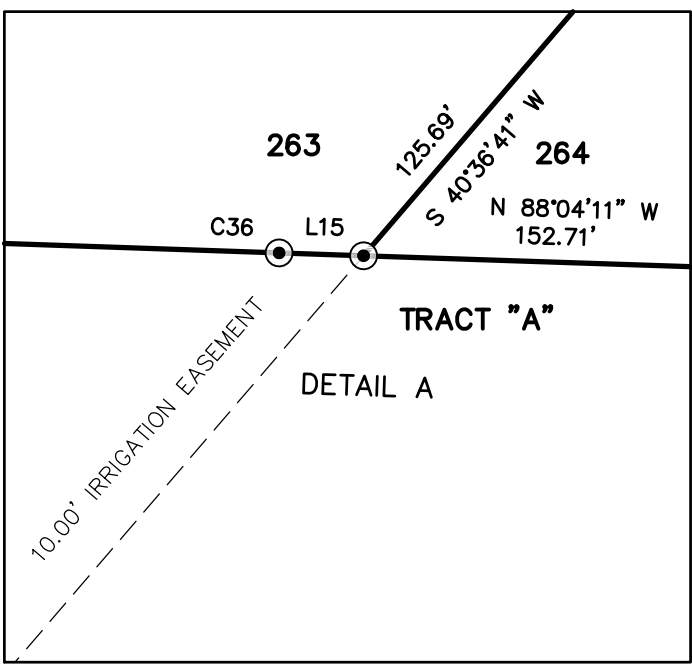
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND
YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

RESIDING AT _____
MY COMMISSION EXPIRES: _____

SOUTHRIDGE ESTATES
PHASE 4

A SUBDIVISION OF A PORTION OF TRACT ZZ
"SOUTHRIDGE PHASE 7-8" (15-690) AND A
PORTION OF THE NORTHEAST AND SOUTHEAST
1/4 OF THE NE 1/4 OF
SECTION 17 T8N, R29E, W.M.,
CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON
JOB NO. 21-032 MAY 24, 2021
SHEET 2 OF 2



NOTES:
1) FOR MAINTENANCE AGREEMENT, CC & R'S AND DEVELOPERS AGREEMENT, SEE DOCUMENTS RECORDED UNDER AUDITOR'S FILE NUMBERS, 2015-008605, 2015-008601, 2007-008507, 2015-028840 AND 2015-005300, BENTON COUNTY, WASHINGTON.

- LEGEND
- INDICATES FOUND 5/8" IRON REBAR WITH YPC AS SET IN SURVEY REFERENCE NO'S 16 AND 21, HELD.
 - INDICATES SET 5/8" x 30" IRON REBAR WITH YPC STAMPED: "BETHJE 38490"
 - INDICATES SET BRASS CAP STAMPED: "BETHJE 38490" IN MONUMENT CASE
 - INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 16 AND 21, UNLESS NOTED OTHERWISE, HELD.
 - [XXXX] INDICATES INDICATES STREET ADDRESS
 - INDICATES CALCULATED POSITION, NOTHING SET

SURVEYOR'S CERTIFICATE
I KEVIN L. BETHJE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BEN KRUSE IN JANUARY 2021.

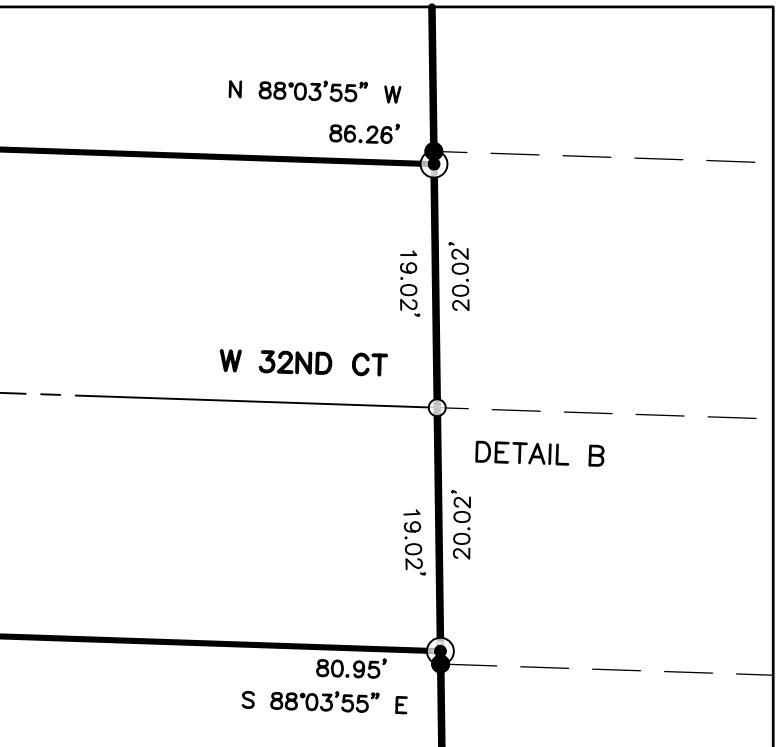
KEVIN L. BETHJE, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 38490

PARCEL NUMBER
116892000002014
OWNER (2014): SOUTHRIDGE TRI-CITIES DEVELOPMENT LLC.
ADDRESS: 8205 N DIVISION, SPOKANE, WA 99208
OWNER (2014): PRO MADE CONSTRUCTION, LLC
BENCH MARK:
CITY OF KENNEWICK CONTROL POINT K0927
2" BRASS CAP THE NORTHEAST CORNER OF SECTION 17
ELEVATION = 883.00 NAVD88

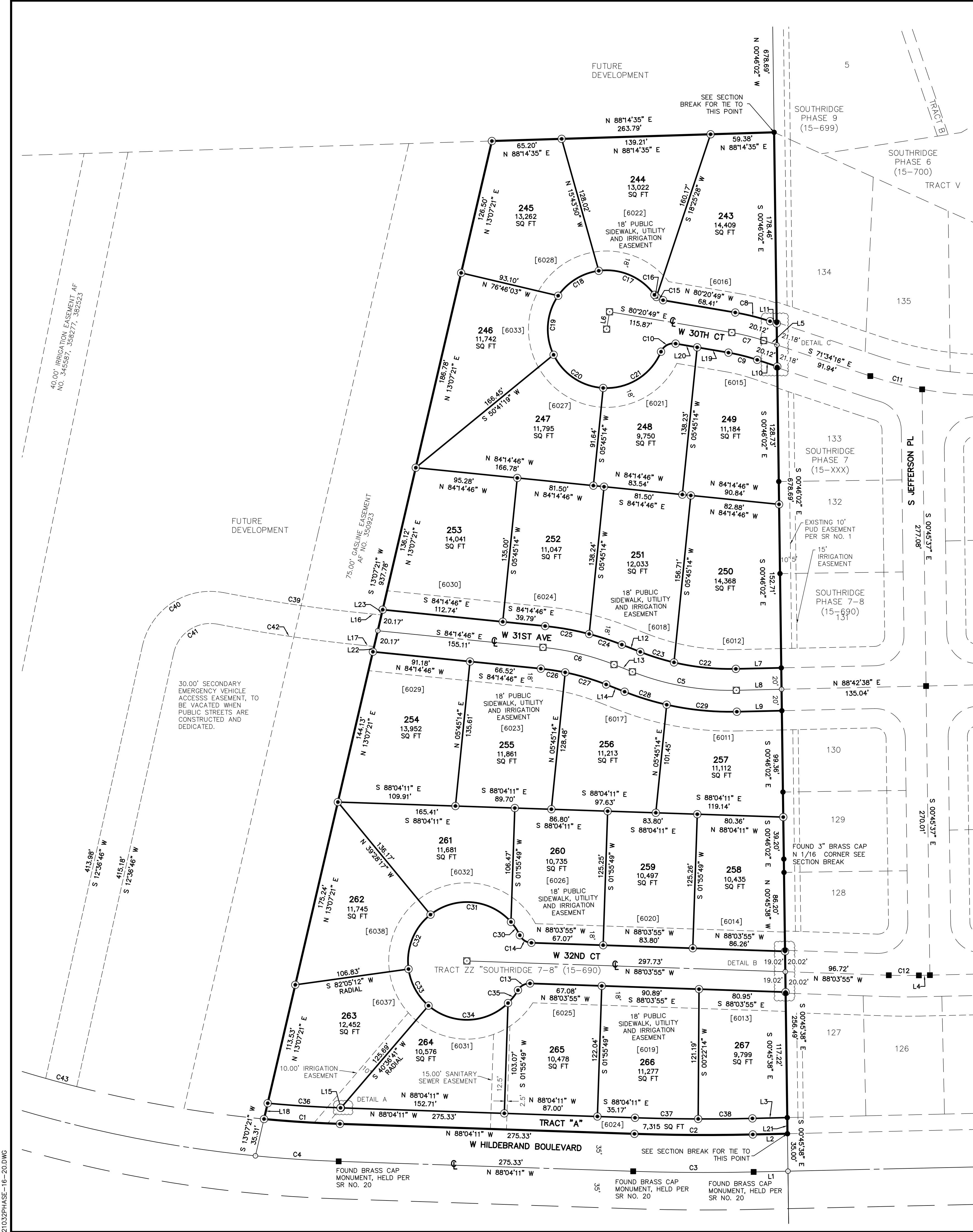


- SURVEY REFERENCE
- WASHINGTON DEPARTMENT OF NATURAL RESOURCES SURVEY, BOOK 1, PAGE 1037, DATED 1986
 - SHORT PLAT VOLUME 1, PAGE 1772, DATED 1992
 - WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 82 "GOOSE GAP ROAD VOLUME 1 TO JCT 14" RIGHT-OF-WAY & LIMITED ACCESS PLAN, SHEET 28 & 34, DATED 01-18-1980
 - MUNNELL SURVEY VOLUME 1, PAGE 10, DATED 1985
 - GALVIN SURVEY VOLUME 1, PAGE 3944, DATED 2008
 - GALVIN SURVEY VOLUME 1, PAGE 3945, DATED 2008
 - AMENDED SHORT PLAT VOLUME 1, PAGE 3188, DATED 2009
 - AMENDED SHORT PLAT VOLUME 1, PAGE 3085, DATED 2008
 - BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009
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 - "SOUTHRIDGE PHASE 1" VOLUME 15, PAGE 325
 - "SOUTHRIDGE PHASE 2A" VOLUME 15, PAGE 445
 - "SOUTHRIDGE PHASE 2B" VOLUME 15, PAGE 462
 - "SOUTHRIDGE PHASE 3" VOLUME 15, PAGE 522
 - "SOUTHRIDGE PHASE 4" VOLUME 15, PAGE 558
 - "SOUTHRIDGE PHASE 5" VOLUME 15, PAGE 679
 - "SOUTHRIDGE PHASE 7-8" VOLUME 15, PAGE 690
 - BETHJE SURVEY, VOLUME 1, PAGE 5250
 - "SOUTHRIDGE PHASE 6" VOLUME 15, PAGE 700
 - "SOUTHRIDGE PHASE 9" VOLUME 15, PAGE 699
 - WIEBER SURVEY, VOLUME 1, PAGE 4417
 - "SOUTHRIDGE PHASE 7" VOLUME 15, PAGE XXXX

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°42'22" W	32.07'
L2	S 88°42'22" W	32.40'
L3	S 88°39'31" W	32.54'
L4	S 88°42'38" W	10.28'
L5	S 71°34'16" E	13.12'
L6	N 09°39'11" E	16.50'
L7	N 88°42'38" E	42.44'
L8	N 88°42'38" E	42.26'
L9	N 88°42'38" E	42.08'
L10	S 71°34'16" E	19.74'
L11	S 71°34'16" E	6.51'
L12	S 68°32'45" E	18.50'
L13	S 68°32'45" E	18.50'
L14	S 68°32'45" E	18.50'
L15	N 88°04'11" W	0.44'
L16	S 84°14'46" E	16.13'
L17	S 84°14'46" E	12.25'
L18	S 13°07'21" W	15.14'
L19	S 80°20'49" E	29.63'
L20	S 80°20'49" E	20.43'
L21	S 00°45'38" E	15.03'
L22	S 13°07'21" W	5.04'
L23	S 13°07'21" W	5.04'



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	1165.00'	3°29'48"	71.10'	S 86°19'16" E	71.09'
C2	1965.00'	3°13'27"	110.58'	S 89°40'54" E	110.56'
C3	2000.00'	3°13'27"	112.55'	S 89°40'54" E	112.53'
C4	1200.00'	3°43'21"	77.96'	S 86°12'30" E	77.95'
C5	250.00'	22°44'37"	99.24'	S 79°55'03" E	98.59'
C6	250.00'	15°42'01"	68.51'	N 76°23'45" W	68.29'
C7	200.00'	8°46'33"	30.63'	N 75°57'32" W	30.60'
C8	219.00'	8°46'33"	33.54'	N 75°57'32" W	33.51'
C9	181.00'	8°46'33"	27.72'	N 75°57'32" W	27.70'
C10	12.50'	7°09'31"	16.83'	S 61°04'25" W	15.59'
C11	350.00'	8°11'13"	50.01'	S 75°39'52" E	49.97'
C12	500.00'	3°13'27"	28.14'	S 89°40'38" E	28.13'
C13	12.50'	62°10'55"	13.57'	S 60°50'38" W	12.91'
C14	12.50'	62°10'55"	13.57'	S 56°58'27" E	12.91'
C15	12.50'	32°08'53"	7.01'	S 64°16'23" E	6.92'
C16	12.50'	12°31'44"	2.73'	S 41°56'04" E	2.73'
C17	55.00'	61°58'14"	59.49'	N 66°39'19" W	56.63'
C18	55.00'	47°45'56"	45.85'	S 58°28'36" W	44.54'
C19	55.00'	60°21'55"	57.95'	S 04°24'40" W	55.30'
C20	55.00'	60°54'25"	58.47'	S 56°13'30" E	55.75'
C21	55.00'	70°49'37"	67.99'	N 57°54'28" E	63.74'
C22	230.00'	14°30'47"	58.26'	S 84°01'58" E	58.10'
C23	230.00'	8°13'50"	33.04'	S 72°39'40" E	33.01'
C24	270.00'	6°48'45"	32.10'	N 71°57'07" W	32.08'
C25	270.00'	8°53'16"	41.88'	N 79°48'08" W	41.84'
C26	230.00'	5°44'04"	23.02'	N 81°22'44" W	23.01'
C27	230.00'	9°57'57"	40.01'	N 73°31'43" W	39.95'
C28	270.00'	8°44'20"	41.18'	S 72°54'55" E	41.14'
C29	270.00'	14°00'17"	66.00'	S 84°17'14" E	65.83'
C30	55.00'	15°33'56"	14.94'	N 33°39'58" W	14.90'
C31	55.00'	86°39'57"	83.19'	N 84°46'54" W	75.49'
C32	55.00'	59°47'55"	57.40'	S 21°59'10" W	54.83'
C33	55.00'	41°28'31"	39.81'	S 28°39'04" E	38.95'
C34	55.00'	85°00'23"	81.60'	N 88°06'29" E	74.32'
C35	55.00'	15°51'07"	15.22'	N 37°40'44" E	15.17'
C36	1150.00'	3°23'45"	68.16'	S 86°22'18" E	68.15'
C37	1950.00'	1°44'03"	59.02'	S 88°56'12" E	59.02'
C38	1950.00'	1°29'24"	50.71'	N 89°27'04" E	50.71'
C39	1485.00'	5°07'54"	133.00'	S 81°40'49" E	132.96'
C40	65.00'	88°16'23"	100.14'	S 56°44'57" W	90.53'
C41	35.00'	88°16'23"	53.92'	S 56°44'57" W	48.75'
C42	1515.00'	5°07'54"	135.69'	S 81°40'49" E	135.64'
C43	1165.00'	1°28'36"	30.02'	S 75°05'38" E	30.02'



Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	06/15/2021	Consent Agenda	☒	
	Agenda Item Type	Final Plat				Ordinance/Reso	☐
	Subject	Southridge Phase 10				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	FP 21-04	Permit #	PLN-2021-00975	Quasi-Judicial	☐	
	Department	Planning					

Recommendation

That City Council authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of Southridge Phase 10, contingent upon payment of fees and bonding for incomplete street and landscape work.

Motion for Consideration

I move to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of Southridge Phase 10, contingent upon payment of fees and bonding for incomplete street and landscape work.

Summary

An application has been submitted by Kevin Bethje, for the Final Plat of Southridge Phase 10. The plat consists of 11 lots on 2.6 acres, located north of Hildebrand Boulevard and west of Grant Street. The site is currently zoned Residential, Low (RL), which allows a minimum lot size of 7,500 square feet. The smallest lot is 8,625 square feet, the largest lot is 15,014 square feet and the average lot size is 10,328 square feet. The Preliminary Plat of Southridge (PP 04-01) was approved by the City Council's Resolution Number 05-26 on July 5, 2005.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable City development regulations. With the exception of payment of fees and bonding for incomplete street and landscape work, conditions of the preliminary plat have been met. Following Council approval and plat signatures, the plat can be recorded and lots sold to individual owners. Prior to City signatures, fees will be paid and bonding will be in place.

Alternatives

No alternatives were reviewed or are recommended as the applicant has met the applicable standards

Fiscal Impact

None.

Through	Chris Bowman Jun 09, 17:27:39 GMT-0700 2021	Attachments: 
Dept Head Approval	Gregory McCormick Jun 09, 17:33:37 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:28:28 GMT-0700 2021	
		☐ Recording Required?

SOUTHRIDGE PHASE 10

A SUBDIVISION OF A PORTION OF
THE NW 1/4 OF THE NW 1/4 OF
SECTION 16 T8N, R29E, W.M.,
CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON

JOB NO. 21-032 MAY 11, 2021
SHEET 2 OF 2

APPROVALS

ZIPLY FIBER	TITLE	DATE
CASCADE NATURAL GAS CORPORATION	TITLE	DATE
CHARTER COMMUNICATION	TITLE	DATE
THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, STATE OF WASHINGTON.		
CITY OF KENNEWICK PLAT ADMINISTRATOR FP 21-04/PLN-2021-00975 1-1689-200-0002-014	DATE	
KENNEWICK CITY ENGINEER	DATE	
MAYOR, CITY OF KENNEWICK	DATE	
ATTEST: CITY CLERK	DATE	

KENNEWICK IRRIGATION DISTRICT APPROVAL

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

KENNEWICK IRRIGATION DISTRICT	DATE
-------------------------------	------

PUBLIC UTILITY DISTRICT CERTIFICATE

THE UTILITY EASEMENTS ARE HEREBY APPROVED BY BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1.

BENTON PUD	DATE
------------	------

BENTON COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR ____ A.D., PARCEL NUMBER 11689200002014

BENTON COUNTY TREASURER	DATE
-------------------------	------

BENTON COUNTY ASSESSOR	DATE
------------------------	------

DEDICATION:

WE, SOUTHRIDGE TRI-CITIES DEVELOPMENT, LLC AND PRO MADE CONSTRUCTION, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND BLOCKS AS SHOWN HEREON AND THAT THE STREET RIGHT-OF-WAYS AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AND THAT SAID SUBDIVISION SHALL HEREAFTER BE DESIGNATED BY THE NAME "SOUTHRIDGE PHASE 10".

BEN KRUSE	MANAGING PARTNER FOR SOUTHRIDGE TRI-CITIES DEVELOPMENT, LLC	DATE
PETER P. STRIZHAK	TITLE	DATE

ACKNOWLEDGMENT

STATE OF _____ SS. }
I THE UNDERSIGNED, A NOTARY IN AND FOR THE STATE OF _____, HEREBY CERTIFY
THAT ON THIS ____ DAY OF _____, 2021

PERSONALLY APPEARED BEFORE ME, KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE FOREGOING "DEDICATION", AND ACKNOWLEDGED TO ME THAT HE SIGNED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT AND DEED 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.

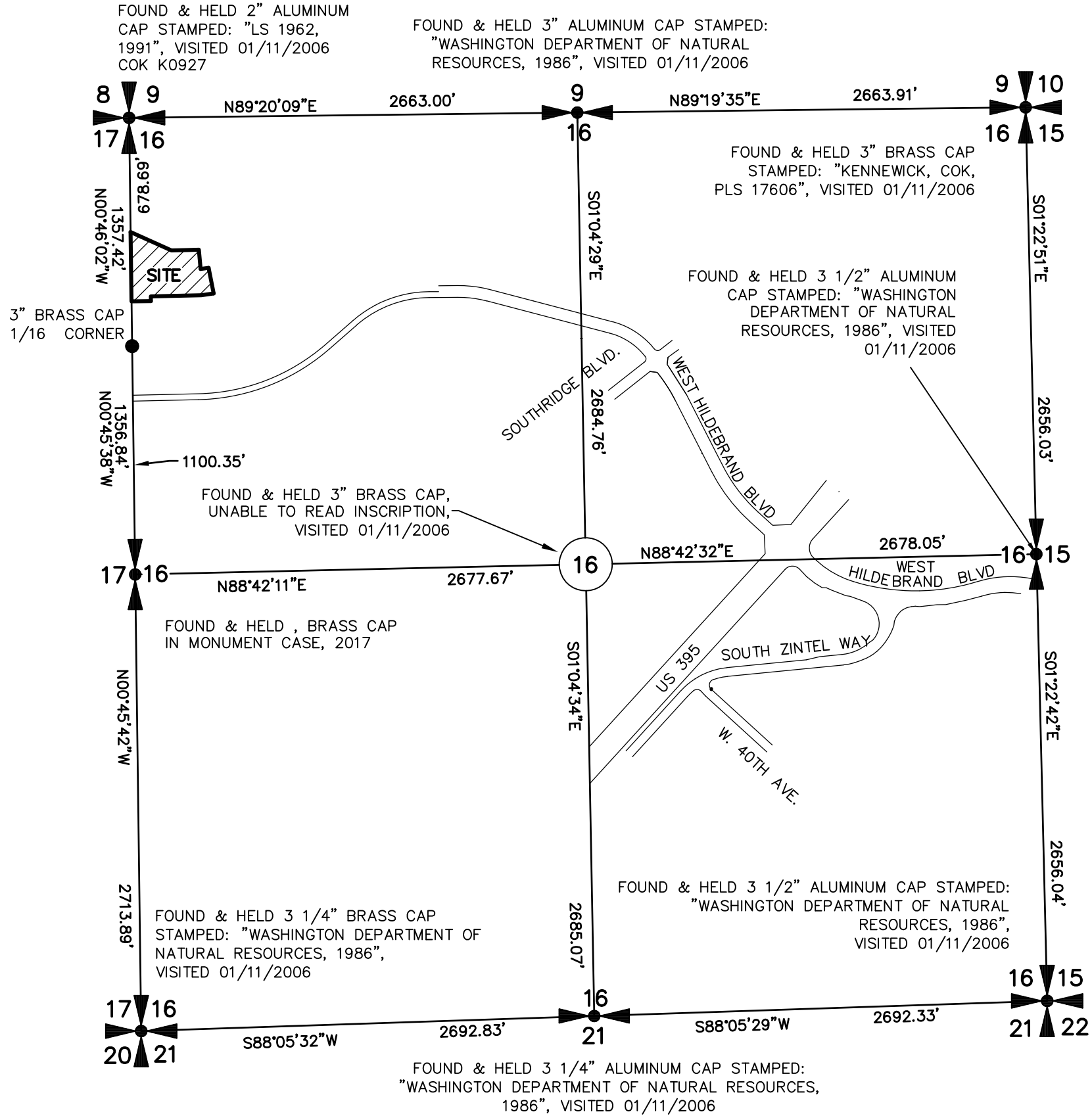
NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____

PREPARED BY:
MGS PASCO, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA 99301
(509) 544-7802

MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF
UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE,
ESTOPPLE, ETC.

SURVEY REFERENCE

- WASHINGTON DEPARTMENT OF NATURAL RESOURCES
SURVEY, BOOK 1, PAGE 1037, DATED 1986
- SHORT PLAT VOLUME 1, PAGE 1772, DATED 1992
- WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 82
"GOOSE GAP ROAD VICINITY TO JCT 14" RIGHT-OF-WAY
& LIMITED ACCESS PLAN, SHEET 2B & 3A, DATED
01-18-1980
- MUNNELL SURVEY VOLUME 1, PAGE 10, DATED 1985
- GALVIN SURVEY VOLUME 1, PAGE 3944, DATED 2008
- GALVIN SURVEY VOLUME 1, PAGE 3945, DATED 2008
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- "SOUTHRIDGE PHASE 4" VOLUME 15, PAGE 558
- "SOUTHRIDGE PHASE 5" VOLUME 15, PAGE 679
- "SOUTHRIDGE PHASE 7-8" VOLUME 15, PAGE 690
- BETHJE SURVEY, VOLUME 1, PAGE 5250
- "SOUTHRIDGE PHASE 6" VOLUME 15, PAGE 700
- "SOUTHRIDGE PHASE 9" VOLUME 15, PAGE 699



PERIMETER DESCRIPTION

THAT PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON; BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°46'02" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 678.69 FEET TO THE THAT CERTAIN LINE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR A BOUNDARY LINE ADJUSTMENT RECORDED UNDER VOLUME 1 OF SURVEYS AT PAGE 5250, RECORDS OF BENTON COUNTY, WASHINGTON; AND BEING THE SOUTH LINE OF "SOUTHRIDGE PHASE 9" ACCORDING TO THE PLAT THEREOF, RECORDED UNDER VOLUME 15 OF PLATS AT PAGE 699, RECORDS OF BENTON COUNTY, WASHINGTON; AND BEING THE WESTERLY EXTENSION OF THE SOUTH LINE OF "SOUTHRIDGE PHASE 6" ACCORDING TO THE PLAT THEREOF, RECORDED UNDER VOLUME 15 OF PLATS AT PAGE 700, RECORDS OF BENTON COUNTY, WASHINGTON; AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°46'02" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 412.10 FEET TO THE NORTH LINE OF "SOUTHRIDGE PHASE 7-8" ACCORDING TO THE PLAT THEREOF, RECORDED UNDER VOLUME 15 OF PLATS AT PAGE 690, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 89°14'23" EAST ALONG SAID "PHASE 7-8", 115.05 FEET; THENCE NORTH 00°45'37" WEST ALONG SAID "PHASE 7-8", 28.03 FEET; THENCE NORTH 88°42'38" EAST ALONG SAID "PHASE 7-8", 300.02 FEET; THENCE NORTH 81°49'06" EAST ALONG SAID "PHASE 7-8", 74.04 FEET TO THE WEST LINE OF SAID "PHASE 6"; THENCE NORTH 11°12'13" WEST ALONG SAID "PHASE 6", 155.00 FEET; THENCE ALONG SAID "PHASE 6", ALONG THE ARC OF A 440.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 81°54'35" WEST FOR A CHORD DISTANCE OF 47.79 FEET THROUGH A CENTRAL ANGLE OF 06°13'36" FOR AN ARC DISTANCE OF 47.82 FEET; THENCE NORTH 05°23'20" WEST ALONG SAID "PHASE 6", 115.01 FEET; THENCE SOUTH 88°29'05" WEST ALONG SAID "PHASE 6", 61.26 FEET; THENCE SOUTH 88°29'30" WEST ALONG SAID "PHASE 6", 101.20 FEET; THENCE NORTH 65°41'20" WEST ALONG SAID "PHASE 6" AND SAID "PHASE 9", 266.41 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 3.16 ACRES MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD

NOTES:

- FOR MAINTENANCE AGREEMENT, CC & R'S AND DEVELOPERS AGREEMENT, SEE DOCUMENTS RECORDED UNDER AUDITOR'S FILE NUMBERS, 2015-008605, 2015-008601, 2007-008507, 2015-028840 AND 2015-005300, BENTON COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____
DAY OF _____, 2021 AND RECORDED IN VOLUME _____
OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON
AT THE REQUEST OF MGS PASCO, INC.

BENTON COUNTY AUDITOR	BY DEPUTY COUNTY AUDITOR
FEE NO.	INDEX No.

SURVEYOR'S CERTIFICATE

I KEVIN L. BETHJE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION No. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BEN KRUSE IN JANUARY 2021.

KEVIN L. BETHJE, PROFESSIONAL LAND SURVEYOR	DATE
CERTIFICATE NO. 38490	



N
BASIS OF BEARING: NAD 83/2011 WASHINGTON STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE COMBINED
SCALE FACTOR: 0.99999012 AT THE NW CORNER OF
SECTION 16.

PARCEL NUMBER

11689200002014
OWNER (2014): SOUTHRIDGE TRI-CITIES DEVELOPMENT LLC.
ADDRESS: 8205 N DIVISION, SPOKANE, WA 99208
OWNER (2014): PRO MADE CONSTRUCTION, LLC

BENCH MARK:

CITY OF KENNEWICK CONTROL POINT K0927
2" BRASS CAP THE NORTHWEST CORNER OF SECTION 16
ELEVATION = 883.00 NAVD88

SOUTHRIDGE PHASE 10

A SUBDIVISION OF A PORTION OF
THE NW 1/4 OF THE NW 1/4 OF
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CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON

JOB NO. 21-032 MAY 11, 2021
SHEET 2 OF 2

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LEGEND

- INDICATES FOUND 5/8" IRON REBAR WITH YPC AS SET IN SURVEY REFERENCE NO'S 16, 18, 19.
- ⊙ INDICATES SET 5/8" x 30" IRON REBAR WITH YPC STAMPED: "BETHJE 38490"
- ⊠ INDICATES SET BRASS CAP STAMPED: "BETHJE 38490" IN MONUMENT CASE
- INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 16 AND 18.
- [XXXX] INDICATES INDICATES STREET ADDRESS
- INDICATES CALCULATED POSITION, NOTHING SET

PARCEL NUMBER
1168892000002014
OWNER (2014): SOUTHRIDGE TRI-CITIES DEVELOPMENT LLC.
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KEVIN L. BETHJE, PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 38490

DATE

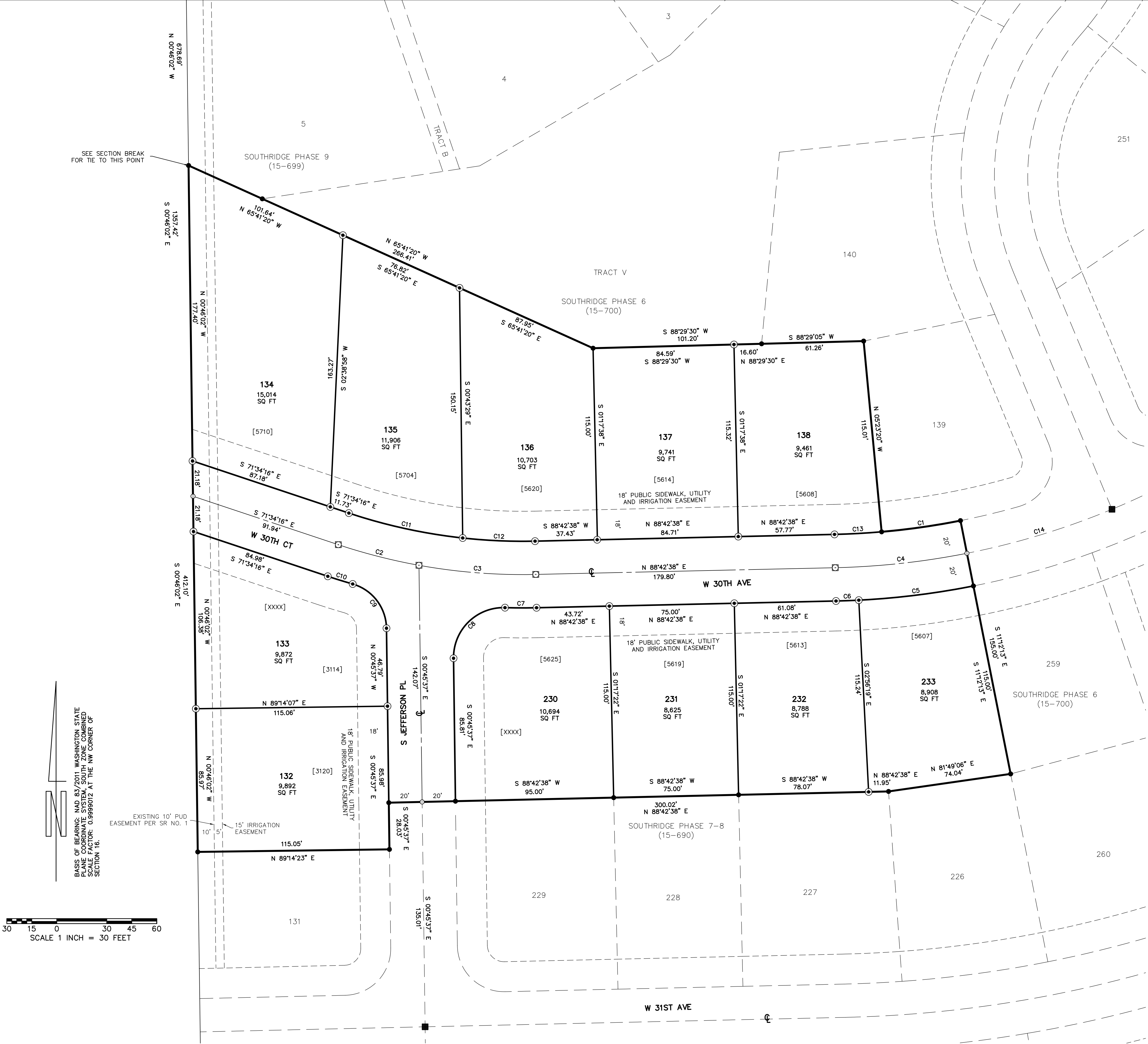


CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	440.00'	61°3'36"	47.82'	N 81°54'35" E	47.79'
C2	350.00'	8°11'13"	50.01'	S 75°39'52" E	49.97'
C3	350.00'	11°31'53"	70.44'	S 85°31'25" E	70.32'
C4	460.00'	9°54'51"	79.60'	N 83°45'12" E	79.50'
C5	480.00'	8°16'55"	69.38'	N 82°56'15" E	69.32'
C6	480.00'	1°37'56"	13.67'	N 87°53'40" E	13.67'
C7	370.00'	2°56'09"	18.96'	S 89°49'17" E	18.96'
C8	30.00'	92°24'24"	48.38'	S 45°26'35" W	43.31'
C9	28.00'	73°14'09"	35.79'	N 37°22'41" W	33.40'
C10	370.00'	2°25'30"	15.66'	S 72°47'01" E	15.66'
C11	330.00'	12°10'00"	70.08'	S 77°39'16" E	69.94'
C12	330.00'	7°33'06"	43.49'	S 87°30'49" E	43.46'
C13	440.00'	3°41'15"	28.32'	N 86°52'00" E	28.31'
C14	460.00'	11°21'05"	91.13'	N 73°07'14" E	90.99'

- SURVEY REFERENCE**
- WASHINGTON DEPARTMENT OF NATURAL RESOURCES SURVEY, BOOK 1, PAGE 1037, DATED 1986
 - SHORT PLAT VOLUME 1, PAGE 1772, DATED 1992
 - WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 82 "GOOSE GAP ROAD VICINITY TO JCT 14" RIGHT-OF-WAY & LIMITED ACCESS PLAN, SHEET 28 & 34, DATED 01-18-1980
 - MUNNELL SURVEY VOLUME 1, PAGE 10, DATED 1985
 - GALVIN SURVEY VOLUME 1, PAGE 3944, DATED 2008
 - GALVIN SURVEY VOLUME 1, PAGE 3945, DATED 2008
 - AMENDED SHORT PLAT VOLUME 1, PAGE 3188, DATED 2009
 - AMENDED SHORT PLAT VOLUME 1, PAGE 3085, DATED 2008
 - BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009
 - BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009
 - "SOUTHRIDGE PHASE 1" VOLUME 15, PAGE 325
 - "SOUTHRIDGE PHASE 2A" VOLUME 15, PAGE 445
 - "SOUTHRIDGE PHASE 2B" VOLUME 15, PAGE 462
 - "SOUTHRIDGE PHASE 3" VOLUME 15, PAGE 522
 - "SOUTHRIDGE PHASE 4" VOLUME 15, PAGE 558
 - "SOUTHRIDGE PHASE 5" VOLUME 15, PAGE 679
 - "SOUTHRIDGE PHASE 7-8" VOLUME 15, PAGE 690
 - BETHJE SURVEY, VOLUME 1, PAGE 5250
 - "SOUTHRIDGE PHASE 6" VOLUME 15, PAGE 700
 - "SOUTHRIDGE PHASE 9" VOLUME 15, PAGE 699

PREPARED BY:
MGS PASCO, INC.
6303 BURDEN BLVD., SUITE E
PASCO, WA 99301
(509) 544-7802

MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISCEGENCE, ESTOPPLE, ETC.



Council Agenda Coversheet 	Agenda Item Number	3.h.	Council Date	06/15/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	A-1 Purchase & Sale Agreement Amendment No. 3				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	City Attorney					

Recommendation

Staff recommends approval of Addendum No. 3 amending the Purchase and Sale Agreement with A-1 Pearl Development Group LLC.

Motion for Consideration

I move to authorize the Mayor to sign Addendum No.3 to the Purchase and Sale Agreement between the City of Kennewick and A-1 Pearl Development Group, LLC.

Summary

On September 3, 2019 the City and A1 Pearl Development Group, LLC. entered into a Purchase and Sale Agreement for City property adjacent to the Three Rivers Convention Center for the purposes of a public private project to expand the convention center and construct a second hotel connected to the expansion. At that time, the parties did not anticipate the impacts of COVID-19 and the shutdown of the state's economy due to the Governor's Stay Home Stay Healthy emergency orders as well as the shutdown of numerous states throughout the country. The continued restrictions on travel, large event gatherings and the downturn in the economy has made it challenging for A-1 Pearl to obtain investors for the private portion of the project as contemplated in the Purchase and Sale Agreement. At the May 25, 2021 council workshop, A-1 Pearl provided a status report regarding their efforts to pursue financing for the project. A-1 Pearl requested council consider an additional amendment to the Purchase and Sale Agreement removing the requirement to construct the 40,000 square foot commercial retail structure on Parcel A in conjunction with the hotel. A-1 Pearl also requested an additional extension of the due diligence deadlines. As council may recall, on July 21, 2020, the parties approved Addendum No. 2 which extended the due diligence period by 24 months. The Purchase and Sale Agreement as amended by Addendum No. 2 gives the Purchaser until September 3, 2023 to complete the due diligence, obtain financing and proceed to closing. As such, staff is not recommending council agree to an additional extension at this time. Staff has prepared Addendum No. 3, which removes the requirement to construct the commercial retail structure on Parcel A, and instead requires a Deed restriction limiting the uses that may be constructed on the undeveloped portion of Parcel A to those which are compatible with the hotel and convention center.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Jun 09, 13:47:52 GMT-0700 2021	Attachments: 
Dept Head Approval	Lisa Beaton Jun 09, 13:55:07 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:32:40 GMT-0700 2021	

☐ Recording Required?

ADDENDUM NO. 3 AMENDING
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF KENNEWICK
AND
A1 PEARL DEVELOPMENT GROUP, LLC

THIS MODIFICATION TO THE PURCHASE AND SALE AGREEMENT for City property adjacent to the Three Rivers Convention Center is made and entered into this ____ day of _____, 2021, by and between the CITY OF KENNEWICK, a Washington municipal corporation, hereinafter referred to as “City”, and A1 PEARL DEVELOPMENT GROUP, L.L.C., a Washington Limited Liability Company, hereinafter referred to as “Purchaser.”

WHEREAS, the current Purchase and Sale Agreement between the City and Purchaser was executed on September 3, 2019; and

WHEREAS, on December 17, 2019 the parties executed Addendum No. 1 which amended the Purchase and Sale Agreement to change the purchaser from A-1 Pearl, LLC to A-1 Pearl Development Group, LLC; and

WHEREAS, at the time the agreement was executed the parties did not anticipate the impacts of COVID-19 and the shutdown of the state’s economy due to the Governor’s Stay Home Stay Healthy emergency orders as well as the shutdown of numerous states throughout the country; and

WHEREAS, as a result of the shutdown the tourist and convention industry, as well as all private business and municipal government experienced revenue loss; and

WHEREAS, on July 21, 2020 the parties executed Addendum No. 2 which further amended the Purchase and Sale Agreement by extending the due diligence, inspection and financing deadlines for both parties by 24 months; and

WHEREAS, the Purchase and Sale Agreement as amended by Addendum No. 2 gives the Seller until September 3, 2022 to secure financing for the public portion of the project and the Purchaser has until September 3, 2023 to secure financing for the private portion and complete its due diligence to proceed to closing; and

WHEREAS, the parties acknowledge the year-long restrictions on travel, large event gatherings and the downturn in the economy has and will continue to make it challenging for the Purchaser to obtain investors for the private portion of the project; and

WHEREAS, the parties acknowledge the impacts of COVID-19 and the shutdown of the economy has affected the commercial lending market making it difficult for the Purchaser to obtain financing for all of the components of the project on Parcel A; and

WHEREAS, the Purchaser has requested an additional amendment to the Purchase and Sale Agreement, Purchaser is asking Seller to remove the requirement to construct a 40,000 square foot commercial/retail structure on Parcel A in conjunction with construction of the hotel project; and

WHEREAS, the Seller agrees to defer construction of the 40,000 square foot commercial/retail structure on Parcel A, so long as only uses complimentary and compatible with the entertainment and convention complexes are constructed on Parcel A in the future; NOW THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, it is agreed as follows:

Section 1. Amendment to Section 1(e) “Purchase and Sale”:

- (a) Paragraph (e) of Section 1 is hereby amended to state “If the conditions in Section 3 of this Agreement are met, the Purchaser intends to construct on Parcel A, a high quality hotel facility and required surface parking for this new facility.”

Section 2. Amendment to Section 3 “Conditions for Closing”:

- (a) Paragraph (a) of Section 3(a), the first sentence is hereby amended to state, “Purchaser and Seller agree that closing of the sale of Parcel A and the Option to Purchase Parcel B noted above is contingent upon the Purchaser acquiring the EB-5 and bank financing necessary to construct at its sole cost the project described as follows: (1) a four to seven-story high quality convention hotel facility, equivalent to an upper mid-scale hotel; and (2) the required surface parking to support these additional structures with a reciprocal parking agreement with the City and related to the Convention Center expansion parcel, in a form reasonably acceptable to both parties.”
- (b) Starting with the second sentence of Paragraph (b) of Section 3(b), this section is hereby amended to state, “the parties agree that if Seller does not secure financing for the public portion of the project within 36 months of the execution of this Agreement, and Purchaser elects to purchase Parcel A, the Purchaser may construct a retail structure and the required parking first and delay construction of the hotel facility until such time as the Seller secures its financing for the Convention Center expansion. The parties agree that if Parcel A is sold to Purchaser without the Seller securing financing for the public portion of the project prior to closing, Parcel A will be conveyed subject to a deed restriction limiting the use of the property to only the hotel connected to the future expansion of the Convention Center, and a commercial retail structure designed for commercial uses supporting the Convention Center as described herein, and the required parking as depicted in Exhibit C.”

- (c) Paragraph (b) of Section 3(b) is further amended with the addition of the following provision, "The parties agree that if Purchaser obtains financing for the hotel and Seller obtains financing for the Convention Center expansion, Parcel A will be sold to Purchaser with a deed restriction limiting the use of the remaining undeveloped portion of Parcel A to the following commercial uses which support the project and the entertainment district as a whole: sports bars and taverns, restaurants, brewpub and micro-breweries, bakeries retail, craft distilleries, Espresso stands, retail clothing stores, wineries type A per KMC 18.09.2215(1) and fitness facilities."

Section 3. All other terms and conditions contained in the Purchase and Sale Agreement dated September 3, 2019, as Amended on December 17, 2019 by Addendum No. 1, and as Amended on July 21, 2020 by Addendum No. 2, and not specifically amended above or inconsistent with the terms as amended above, shall remain in full force and effect.

SELLER

CITY OF KENNEWICK

By: _____
DON BRITAIN, Mayor

Approved as to form:

LISA BEATON, City Attorney

PURCHASER

A1 PEARL DEVELOPMENT GROUP, L.L.C.

By: _____
VIJAY PATEL, Managing Member

Approved as to form:

Print Name _____
Attorney for _____, L.L.C.

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, to me known to be the Mayor of the CITY OF KENNEWICK, the corporation that executed the within and 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 that he is authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

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: _____.

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of _____, 2021 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 the Managing Member of A1 PEARL DEVELOPMENT GROUP, LLC., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he 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: _____.

Council Agenda Coversheet 	Agenda Item Number	5.a.(1)	Council Date	06/15/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Amendments to KMC 9.32			Public Mtg / Hrg	☐
	Ordinance/Reso #	5917	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5917.

Motion for Consideration

I move to adopt Ordinance 5917.

Summary

On May 13, 2021, Governor Inslee signed Engrossed Senate Bill 5476, which amends the penalty set out in RCW 69.50.4013 for Possession of a Controlled Substance from a felony to a misdemeanor. The bill also decriminalizes possession of drug paraphernalia for personal use.

The bill and potential amendments were discussed at the June 8, 2021 Council Workshop Meeting. KPD has requested that the City Attorney's Office prosecute drug possession offenses now that the penalty has been reduced to a misdemeanor, and the City Attorney's Office is recommending that RCW 69.50.4013 and 69.50.4014 (which provides the penalty for Possession of Marijuana) be adopted into the KMC by reference to accomplish that. Changes to KMC 9.32.020 are needed to remove subsections that are duplicative and/or inconsistent with State law.

Ordinance 5917 amends KMC 9.32.020 by removing subsections 1 (possession of marijuana under 21), 7 (permitted amounts of marijuana-infused products by those under 21), and 8 (possession of marijuana over 21) as those provisions are contained in RCW 69.50.4013. Ordinance 5917 also amends subsections 3 and 4, relating to Possession of Drug Paraphernalia, to mirror the changes in State law which in effect decriminalizes possession of drug paraphernalia for personal use. Finally, Ordinance 5917 removes subsection 5 due to lack of utility given the other changes and to address potential preemption concerns with State law.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Jun 09, 11:30:20 GMT-0700 2021	Attachments: 
Dept Head Approval	Lisa Beaton Jun 09, 11:43:25 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:43:15 GMT-0700 2021	
		☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5917

AN ORDINANCE RELATING TO DRUGS AND DRUG PARAPHERNALIA
AND AMENDING SECTION 9.32.020 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. Section 9.32.020 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

9.32.020: - Prohibited Acts.

- (1) It is unlawful for any person to intentionally smell or inhale the fumes of any type of substance containing a solvent having the property of releasing toxic vapors or fumes as defined in RCW 9.47A.010, which is hereby incorporated by reference as it is now or hereafter amended, or to induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes. This subsection does not apply to the inhalation of any anesthesia for medical or dental purposes. Unlawful inhalation under this subsection is a misdemeanor.
- (2) It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process or prepare a controlled substance as defined by RCW 69.50 other than marijuana. Violation of this subsection is a misdemeanor.
- (3) It is unlawful for any person to deliver, possess with the intent to deliver, or manufacture with the intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process or prepare a controlled substance as defined by RCW 69.50 other than marijuana. Violation of this subsection is a misdemeanor.
- (4) It is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates in view of the general public. A person who violates this section is guilty of a class 3 civil infraction under KMC 1.12.030(3) and Chapter 7.80 RCW, not including statutory assessments.

(Ord. 5917 Sec. 1, 2021; Ord. 5893 Sec. 2, 2021; Ord. 5510 Sec. 1, 2013; Ord. 5475 Sec. 2, 2012; Ord. 5336 Sec. 2, 2011; Ord. 5169 Sec. 1, 2007; Ord. 3955 Sec. 1, 2001; Ord. 3924 Sec. 1, 2000; Ord. 3881 Sec. 1, 1999; Ord. 3790 Sec. 1, 1998; Ord. 3433 Sec. 1, 1993; Ord. 3060 Sec. 1, 1987; Ord. 2504 Sec. 1 (part), 1980; Ord. 2089 Sec. 2 (part), 1977)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 15th day of June, 2021, and signed in authentication of its passage this 15th day of June, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5917 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 16th day of
June, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

CITY OF KENNEWICK
ORDINANCE NO. 5917

AN ORDINANCE RELATING TO DRUGS AND DRUG PARAPHERNALIA
AND AMENDING SECTION 9.32.020 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. Section 9.32.020 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

9.32.020: - Prohibited Acts.

- (1) ~~It is unlawful for a person under the age of 21 to possess marijuana, marijuana-infused products, or marijuana concentrates, regardless of THC concentration, unless the same was obtained directly from, or pursuant to, a valid prescription or order from a medical practitioner while acting in the course of his medical practice, or except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana by a person under the age of 21 is a misdemeanor.~~
- (2) It is unlawful for any person to intentionally smell or inhale the fumes of any type of substance containing a solvent having the property of releasing toxic vapors or fumes as defined in RCW 9.47A.010, which is hereby incorporated by reference as it is now or hereafter amended, or to induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes. This subsection does not apply to the inhalation of any anesthesia for medical or dental purposes. Unlawful inhalation under this subsection is a misdemeanor.
- (32) It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, or prepare, ~~test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise induce into the human body~~ a controlled substance as defined by RCW 69.50 other than marijuana. Violation of this subsection is a misdemeanor.
- (43) It is unlawful for any person to deliver, possess with the intent to deliver, or manufacture with the intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, or prepare, ~~test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body~~ a controlled substance as defined by RCW 69.50 other than marijuana. Violation of this subsection is a misdemeanor.
- (5) ~~Except for violations of KMC 9.32.020(6), any person who violates any provision of this Chapter in a school or on a school bus, or within 1,000 feet of a school bus route stop~~

~~designated by the Kennewick or Richland School Districts, or within 1,000 feet of the perimeter of Kennewick or Richland School District grounds, in a public park, in a public housing project designated by the City Council as a drug free zone, or on a public transit vehicle or in a public transit stop shelter, shall be punished by a fine of not less than \$500.00 and ten days imprisonment, and no portion of such fine or imprisonment shall be suspended.~~

~~(64)~~ It is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates in view of the general public. A person who violates this section is guilty of a class 3 civil infraction under KMC 1.12.030(3) and Chapter 7.80 RCW, not including statutory assessments.

~~(7) The possession, by a person 21 years of age or older of useable marijuana or marijuana-infused products in amounts that do not exceed the following:~~

~~(a) One ounce of useable marijuana;~~

~~(b) Sixteen ounces of marijuana-infused product in solid form; or~~

~~(c) Seventy-two ounces of marijuana-infused product in liquid form;
is not a violation of this section, this chapter, or any other provision of the
Kennewick Municipal Code.~~

~~(8) It is unlawful for a person to possess useable marijuana in excess of one ounce, but less than 40 grams, except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana in excess of one ounce, but less than 40 grams, is a misdemeanor.~~

(Ord. 5917 Sec. 1, 2021; Ord. 5893 Sec. 2, 2021; Ord. 5510 Sec. 1, 2013; Ord. 5475 Sec. 2, 2012; Ord. 5336 Sec. 2, 2011; Ord. 5169 Sec. 1, 2007; Ord. 3955 Sec. 1, 2001; Ord. 3924 Sec. 1, 2000; Ord. 3881 Sec. 1, 1999; Ord. 3790 Sec. 1, 1998; Ord. 3433 Sec. 1, 1993; Ord. 3060 Sec. 1, 1987; Ord. 2504 Sec. 1 (part), 1980; Ord. 2089 Sec. 2 (part), 1977)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 15th day of June, 2021, and signed in authentication of its passage this 15th day of June, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5917 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 16th day of
June, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet



Agenda Item Number	5.a.(2)	Council Date	06/15/2021
Agenda Item Type	Ordinance		
Subject	Adding New Section to KMC 9.32		
Ordinance/Reso #	5918	Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Adopt Ordinance 5918.

Motion for Consideration

I move to adopt Ordinance 5918.

Summary

On May 13, 2021, Governor Inslee signed Engrossed Senate Bill 5476, which amends the penalty set out in RCW 69.50.4013 for Possession of a Controlled Substance from a felony to a misdemeanor.

The bill and potential amendments were discussed at the June 8, 2021 Council Workshop Meeting. KPD has requested that the City Attorney's Office prosecute drug possession offenses now that the penalty has been reduced to a misdemeanor, and the City Attorney's Office is recommending that RCW 69.50.4013 and 69.50.4014 (which provides the penalty for Possession of Marijuana) be adopted into the KMC by reference to accomplish that.

Ordinance 5918 adds a new section 9.32.040 to the KMC. This section adopts RCWs 69.50.4013 (Possession of controlled substance—Penalty—Possession of useable marijuana, marijuana concentrates, or marijuana-infused products—Delivery) and 69.50.4014 (Possession of forty grams or less of marijuana—Penalty) into the KMC by reference to enable prosecution of these offenses by the City Attorney's Office.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Jun 09, 11:37:14 GMT-0700 2021
Dept Head Approval	Lisa Beaton Jun 09, 11:44:18 GMT-0700 2021
City Mgr Approval	Dan Legard Jun 10, 11:45:35 GMT-0700 2021

Attachments: Ordinance
Ordinance - Redline

☐ Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5918

AN ORDINANCE RELATING TO DRUGS AND DRUG PARAPHERNALIA
AND ADDING SECTION 9.32.040 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. There is hereby added a new Section 9.32.040 to the Kennewick Municipal Code to
read as follows:

9.32.040: RCW Sections Adopted.

The following RCW sections, as now or hereafter amended, are hereby adopted by
reference as a part of this Chapter in all respects as though such sections were set forth herein in
full:

RCW 69.50.4013 – Possession of controlled substance—Penalty—Possession of useable
marijuana, marijuana concentrates, or marijuana-infused products—Delivery; and

RCW 69.50.4014 – Possession of forty grams or less of marijuana—Penalty.

(Ord. 5918, Sec. 1, 2021)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
15th day of June, 2021, and signed in authentication of its passage this 15th day of June, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5918 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 16th day of
June, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

CITY OF KENNEWICK
ORDINANCE NO. 5918

AN ORDINANCE RELATING TO DRUGS AND DRUG PARAPHERNALIA
AND ADDING SECTION 9.32.040 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. There is hereby added a new Section 9.32.040 to the Kennewick Municipal Code to read as follows:

9.32.040: RCW Sections Adopted.

The following RCW sections, as now or hereafter amended, are hereby adopted by reference as a part of this Chapter in all respects as though such sections were set forth herein in full:

RCW 69.50.4013 – Possession of controlled substance—Penalty—Possession of useable marijuana, marijuana concentrates, or marijuana-infused products—Delivery; and

RCW 69.50.4014 – Possession of forty grams or less of marijuana—Penalty.

(Ord. 5918, Sec. 1, 2021)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 15th day of June, 2021, and signed in authentication of its passage this 15th day of June, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5918 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 16th day of
June, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet	Agenda Item Number	6.a.	Council Date	06/15/2021	Consent Agenda	☐
	Agenda Item Type	Resolution			Ordinance/Reso	☒
	Subject	Six-Year Transportation Improvement Plan			Public Mtg / Hrg	☒
	Ordinance/Reso #	21-08	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

Staff recommends that the City Council hold a public hearing and adopt the annual update of the Six-Year Transportation Improvement Plan for 2022 - 2027.

Motion for Consideration

I move to adopt Resolution 21-08.

Summary

RCW 35.77.010 requires each city to adopt an annual revised Six-Year Transportation Improvement Plan (STIP) before July 1st of each year, by first holding a public hearing to allow citizen input for the updated plan. As the title indicates, the plan proposes a list of transportation related projects to be completed in the following six-year period.

In order to receive consideration for state or federal highway grants, projects must be listed in the Six-Year Transportation Improvement Plan.

For this update, projects and cost estimates have been reviewed and updated. Projects removed from last year's TIP include: Washington St. (Complete Streets) – 1st Ave. to Columbia Drive.

New projects added in the updated TIP include (highlighted in green numbers): Island View to Vista Field Trail System.

Alternatives

None recommended

Fiscal Impact

None

Through	Sorin Juster Jun 08, 15:47:11 GMT-0700 2021	Attachments: STIP Map Resolution Presentation
Dept Head Approval	Cary Roe Jun 09, 09:34:46 GMT-0700 2021	
City Mgr Approval	Dan Legard Jun 10, 11:54:18 GMT-0700 2021	

☐ Recording Required?

Map ID**	ROADWAY CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
1	10th Avenue Reconstruction Clearwater-Step toe	Developer-driven project to reconstruct to 3-lane road with curb, gutter, sidewalk, storm drainage and illumination. Widen Clearwater for left turn storage. Roundabout or Traffic Signal @ Clearwater & 10th	PE				336			4,032
			RW							
			CN					3,696		
2	10th Avenue/Morain Street Intersection	Construct traffic signal	PE				53			610
			RW							
			CN					557		
3	27th Avenue/Southridge Intersection	Construct northbound right turn slip lane at roundabout	PE			42				525
			RW			63				
			CN				420			
4	45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					189		2,342
			RW					74		
			CN						2,079	
5	Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				145			1,497
			RW				158			
			CN					1,194		
6	Traffic Signal @ Arrowhead and Step toe	Traffic Signal Construction	PE							400
			RW							
			CN	400						
7	Center Parkway/Deschutes Avenue Roundabout	Construct small diameter roundabout	PE			95				1,082
			RW			42				
			CN				945			
8	Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE			98				1,187
			RW			112				
			CN				977			
9	Colorado Street Construction Ridgeline-Bob Olson Parkway	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					173		2,536
			RW					457		
			CN						1,906	
10	Columbia Center Boulevard Widening Deschutes to Quinault	Construct new 3rd northbound and southbound thru lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications. At Quinault, construct 2nd	PE			769				9,195
			RW				735			

	Deschutes to Quinnault	Signal modifications. At Quinnault, construct 2nd eastbound	CN					7,691		
11	Deschutes/Columbia Center Blvd Intersection	Construct westbound right turn lane onto CCB. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.	PE							1,200
			RW	200						
			CN		1,000					
12	Kellogg Street/Metaline Avenue Intersection	Construct traffic signal	PE			42				536
			RW			21				
			CN				473			
13	Montana Street Extension Bob Olson Parkway-Ridgeline	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE				105			1,537
			RW					277		
			CN						1,155	
14	Ridgeline Drive Extension Phase 3 Center Parkway - Colorado	Developer driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					294		3,765
			RW					231		
			CN						3,240	
15	Ridgeline Drive Reconstruction Sherman-Southridge	Developer-driven project to construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			84				1,059
			RW			53				
			CN				922			
16	Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			79				945
			RW							
			CN				866			
17	Steptoe Street/Gage Boulevard Intersection	Construct double left turn lanes and single right turn lanes at all approaches (where not existing). Eliminate split phase timing.	PE							3,400
			RW	400						
			CN		3,000					

Map ID**	ROADWAY CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
18	Washington Street/Columbia Drive Intersection	Construct eastbound right turn lane	PE			53				610
			RW							
			CN				557			
19	US395/10th Avenue Intersection	Construct southbound dual left turn lanes	PE			105				1,113
			RW							
			CN				1,008			

20	US395/Clearwater Avenue Intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE					263		263
			RW							
			CN							
21	US395/Hildebrand Intersection	Construct northbound and southbound dual left turn lanes, channelize eastbound and westbound dual left turn lanes, construct eastbound and westbound right turn lanes	RW							315
			PE							
			CN	315						
22	US395/Ridgeline Drive Interchange	Construct grade separated intersection at US395 and Ridgeline Drive, and associated vicinity improvements	PE							7,800
			RW							
			CN	7,800						
23	Zintel Way/Ridgeline Drive/Bofer Canyon	Developer-driven project to construct remaining Zintel Way to 3-lane urban street. Right-of-way by developer donation.	PE		105					1,470
			RW		210					
			CN			1,155				
24	Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
			RW							
			CN	3,000	3,000	3,000	3,000	3,000	3,000	
25	Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
			RW							
			CN	170	170	170	170	170	170	
26	Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lanes roundabout	PE			105				1,208
			RW			53				
			CN					1,050		
27	Kennewick Avenue Union to Morain	Widening to three lanes	PE			210				2,520
			RW			210				
			CN				2,100			
28	Metaline & Edison Traffic Signal	Construct traffic signal	PE					42		536
			RW					21		
			CN						473	
29	Grandridge/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes improved turning movements off Grandridge Blvd. in addition to improved ADA access.	PE				105			1,365
			RW				210			
			CN					1,050		
	Quinault/Columbia Center Blvd	Reconstruct intersection in preparation for future	PE							

30	Intersection	Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes dual left turn lane for Quinault EB traffic and improved ADA access.	RW	200						1,200	
			CN		1,000						
	Subtotal Roadway Capital Projects			12,485	8,485	6,561	13,285	20,429	12,023	73,268	73268

73268

Map ID	NON-MOTORIZED CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
31	Canal Drive Sidewalk US395-Hartford	Construct new sidewalk - includes minor widening and curb construction	PE			19				263
			RW							
			CN				244			
32	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated Rectangular Rapid Flash Beacon (RRFB).	PE				40			880
			RW					400		
			CN						440	
33	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west (South side)	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from roundabout to the golf course club house	PE		29					239
			RW							
			CN			210				
34	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE			17				183
			RW							
			CN				166			
35	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5					52
			RW							
			CN		47					
36	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE							750
			RW							
			CN	125	125	125	125	125	125	
37	Vancouver St. Pedestrian Pathway - 37th Ave. to 45th Ave.	Approx. 2,300 LF of paved pathway constructed on the west side of Vancouver to serve as a Safe Route to School.	PE		50					550
			RW							
			CN			500				

38	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slated to be enclosed .	PE			110				1,270	
			RW								
			CN				1,160				
39	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been piped. Presumes use of CDBG Funds.	PE		42					462	
			RW								
			CN			420					
40	Sidewalk from Yolo to Bob Olson	Approx. 800 LF of sidewalk.	PE		11					111	
			RW								
			CN			100					
41	Rectangular Rapid Flash Beacons Citywide	Installation of new crosswalk beacons at various locations as identified in the Local Road Safety Plan.	PE							450	
			RW								
			CN	75	75	75	75	75	75		
42	W. 6th Ave. Sidewalk - Vancouver to Tacoma	Construct approximately 630 LF of sidewalk on the south side of 6th Ave. adjacent to park. Will also include accomodations for storm.	PE			30				480	
			RW								
			CN			450					
43	Island View to Vista Field Active Transportation Network	Construct separate dedicated active transportation links and on-street active transportation features to overcome barriers to active transportation travel. This will include a bridge over SR240, a crossing or bridge over the Columbia River, District and a bridge over	PE		2,500					16,000	
			RW			3,000					
			CN				10,500				
	Subtotal Non-Motorized Capital Projects			200	2,884	5,056	12,310	600	640	21,690	21,690
	TOTAL CAPITAL PROJECT COSTS			12,685	11,369	11,617	25,595	21,029	12,663	94,958	94958 94,958

Added Projects for 2022-2027 TIP

CITY OF KENNEWICK											
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2021 TO 2026											
Project ID	Map ID**	ROADWAY CAPITAL PROJECTS		Year 2021 Costs in \$ Thousands							
		Location	Description	Cost Type	2021	2022	2023	2024	2025	2026	Total
	1	10th Avenue Reconstruction Clearwater-Steptoe	Reconstruct to 3-lane road with curb, gutter, sidewalk, storm drainage and illumination. Widen Clearwater for left turn storage. Roundabout or Traffic Signal @ Clearwater & 10th Avenue.	PE				336			4,032
				RW							
				CN					3,696		
	2	10th Avenue/Morain Street Intersection	Construct traffic signal	PE				53			610
				RW							
				CN					557		
	3	27th Avenue/Southridge Intersection	Construct northbound right turn slip lane at roundabout	PE			42				525
				RW			63				
				CN				420			
	4	45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					189		2,342
				RW					74		
				CN						2,079	
	5	Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				145			1,497
				RW				158			
				CN					1,194		
	6	Traffic Signal @ Arrowhead and Steptoe	Traffic Signal Construction	PE			42				536
				RW			21				
				CN				473			
	7	Center Parkway/Deschutes Avenue Roundabout	Construct small diameter roundabout	PE			95				1,082
				RW			42				
				CN				945			
	8	Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE			98				1,187
				RW			112				
				CN				977			
	9	Colorado Street Construction Ridgeline-Bob Olson Parkway	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					173		2,536
				RW					457		
				CN						1,906	
	10	Columbia Center Boulevard Widening Deschutes to Quinault	Construct new 3rd northbound and southbound thru lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications. At Quinnault: construct 2nd eastbound	PE			769				9,195
				RW				735			
				CN					7,691		
	11	Deschutes/Columbia Center Blvd Intersection	Construct westbound right turn lane onto CCB. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.	PE							1,200
				RW	200						
				CN		1,000					
	12	Kellogg Street/Metaline Avenue Intersection	Construct traffic signal	PE			42				536
				RW			21				
				CN				473			
	13	Montana Street Extension Bob Olson Parkway-Ridgeline	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE				105			1,537
				RW					277		
				CN						1,155	
	14	Ridgeline Drive Extension Phase 3 Center Parkway-Sherman	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					294		3,765
				RW					231		
				CN						3,240	
	15	Ridgeline Drive Reconstruction Sherman-Southridge	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			84				1,059
				RW			53				
				CN				922			
	16	Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			79				945
				RW							
				CN				866			
	17	Steptoe Street/Gage Boulevard Intersection	Construct double left turn lanes and single right turn lanes at all approaches (where not existing). Eliminate split phase timing.	PE							3,400
				RW	400						
				CN		3,000					

CITY OF KENNEWICK											
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2021 TO 2026											
Project ID	Map ID**	ROADWAY CAPITAL PROJECTS		Year 2021 Costs in \$ Thousands							
		Location	Description	Cost Type	2021	2022	2023	2024	2025	2026	Total
	18	Washington Street - Complete Streets 1st Avenue -Columbia Dr	Connect wine village area with downtown, including sidewalks, benches, landscaping, railroad crossings, street lighting, and road widening/diet options	PE	37						900
				RW	37						
				CN	413	413					
	19	Washington Street/Columbia Drive Intersection	Construct eastbound right turn lane	PE			53				610
				RW							
				CN				557			
	20	US395/10th Avenue Intersection	Construct southbound dual left turn lanes	PE			105				1,113
				RW							
				CN				1,008			
	21	US395/Clearwater Avenue Intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE					263		263
				RW							
				CN							
	22	US395/Hildebrand Intersection	Construct northbound and southbound dual left turn lanes, channelize eastbound and westbound dual left turn lanes, construct eastbound and westbound right turn lanes	RW							315
				PE							
				CN		315					
	23	US395/Ridgeline Drive Interchange	Construct grade separated intersection at US395 and Ridgeline Drive, and associated vicinity improvements	PE							15,600
				RW							
				CN	7,800	7,800					
	24	Zintel Way/Ridgeline Drive/Bofer Canyon	Construct remaining Zintel Way to 3-lane urban street and realign Bofer Canyon per US395/Rldgeline interchange project. Right-of-way by developer donation.	PE		105					1,470
				RW		210					
				CN			1,155				
	25	Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
				RW							
				CN	3,000	3,000	3,000	3,000	3,000	3,000	
	26	Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
				RW							
				CN	170	170	170	170	170	170	
	27	Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lanes roundabout	PE			105				1,208
				RW			53				
				CN					1,050		
	28	Kennewick Avenue Union to Morain	Widening to three lanes	PE			210				2,520
				RW			210				
				CN				2,100			
	29	Metaline & Edison Traffic Signal	Construct traffic signal	PE					42		536
				RW					21		
				CN						473	
	30	Grandridge/Columbia Center Blvd Intersection	Intersection improvements	PE				105			1,365
				RW				210			
				CN					1,050		
	31	Quinault/Columbia Center Blvd Intersection	Intersection improvements	PE							1,200
				RW	200						
				CN		1,000					
		Subtotal Roadway Capital Projects			12,257	17,013	6,624	13,758	20,429	12,023	82,104

TSP	Map	NON-MOTORIZED CAPITAL PROJECTS	Year 2021 Costs in \$ Thousands
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CITY OF KENNEWICK											
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2021 TO 2026											
ID	ID	Location	Description	Cost Type	2021	2022	2023	2024	2025	2026	Total
B-4	32	Canal Drive Sidewalks US395-Hartford	Construct new sidewalk - includes minor widening and curb construction	PE			19				263
				RW							
				CN				244			
B-5	33	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated Rectangular Rapid Flash Beacon	PE			40				880
				RW				400			
				CN					440		
B-1	34	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west South Side	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from rounabout to the golf course club house	PE		29					239
				RW							
				CN			210				
B-2	35	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE			17				183
				RW							
				CN				166			
B-6	36	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5					52
				RW							
				CN			47				
	37	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE							750
				RW							
				CN	125	125	125	125	125	125	
	38	Vancouver St. Pedestrian Pathway - 37th Ave. to 45th Ave.	Approx. 2,300 LF of paved pathway constructed on the west side of Vancouver to serve as a Safe Route to School.	PE	50						550
				RW							
				CN		500					
	39	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slated to be enclosed .	PE			110				1,270
				RW							
				CN				1,160			
	40	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been piped.	PE	42						462
				RW							
				CN		420					
	41	Sidewalk from Yolo to Bob Olson	Approx. 800 LF of sidewalk.	PE		11					111
				RW							
				CN			100				
	42	Steptoe Blvd. to Columbia Center Blvd. Pathway	Construct pathway along abandoned rail line.	PE			63				903
				RW				210			
				CN					630		
	43	Rectangular Rapid Flash Beacons Citywide	Installation of new crosswalk beacons at various locations as identified in the Local Road Safety Plan.	PE							450
				RW							
				CN	75	75	75	75	75	75	
	44	W. 6th Ave. Sidewalk - Vancouver to Tacoma	Construct approximately 630 LF of sidewalk on the south side of 6th Ave. adjacent to park. Will also include accomodations for storm.	PE			30				480
				RW							
				CN			450				
		Subtotal Non-Motorized Capital Projects			292	1,165	1,286	2,380	1,270	200	6,593
		TOTAL CAPITAL PROJECT COSTS			12,549	18,178	7,910	16,138	21,699	12,223	88,697

Added Projects for 2021-2026 TIP

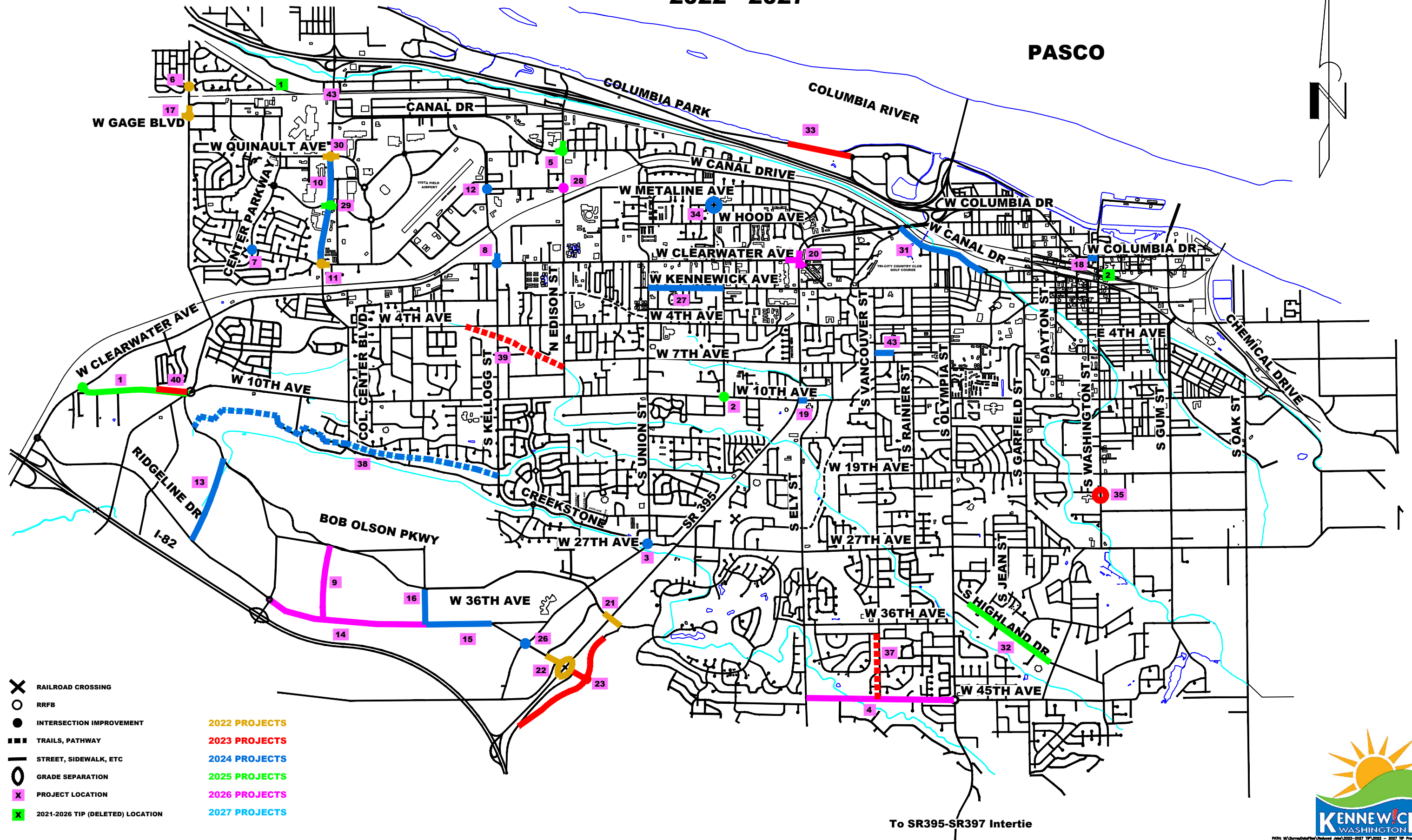
CITY OF KENNEBICK											
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2020 TO 2025											
Project	Map	ROADWAY CAPITAL PROJECTS		Year 2018 Costs in \$ Thousands							
ID	ID**	Location	Description	Cost Type	2020	2021	2022	2023	2024	2025	Total
	1	10th Avenue Reconstruction Clearwater-Steptoe	Reconstruct to 3-lane road with curb, gutter, sidewalk, storm drainage and illumination. Widen Clearwater for left turn storage. Roundabout or Traffic Signal @ Clearwater & 10th Avenue.	PE				320			3,840
				RW					3,520		
				CN							
	2	10th Avenue/Morain Street intersection	Construct traffic signal	PE				50			580
				RW							
				CN					530		
	3	27th Avenue/Southridge intersection	Construct northbound right turn slip lane at roundabout	PE			40				500
				RW			60				
				CN				400			
	4	45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					180		2,230
				RW					70		
				CN						1,980	
	5	Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				138			1,425
				RW				150			
				CN					1,137		
	6	Cascade Street Extension 45th Avenue-Highland Drive	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage, canal crossing, and illumination.	PE						205	205
				RW							
				CN							
	7	Center Parkway/Deschutes Avenue Roundabout	Construct small diameter roundabout	PE			90				1,030
				RW			40				
				CN				900			
	8	Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE		93					1,130
				RW		107					
				CN			930				
	9	Colorado Street Construction Ridgeline-Bob Olson Parkway	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					165		2,415
				RW					435		
				CN						1,815	
	10	Columbia Center Boulevard Widening Deschutes to Quinault	Construct new 3rd northbound and southbound thru lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications. At Quinault: construct 2nd eastbound	PE			732				8,757
				RW				700			
				CN					7,325		
	11	Deschutes/Columbia Center Blvd intersection	Construct westbound right turn lane	PE	100						1,300
				RW	200						
				CN		1,000					
	12	Kellogg Street/Metaline Avenue intersection	Construct traffic signal	PE		40					510
				RW		20					
				CN			450				
	13	Montana Street Extension Bob Olson Parkway-Ridgeline	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE				100			1,464
				RW					264		
				CN						1,100	
	14	Ridgeline Drive Extension Phase 3 Center Parkway-Sherman	Construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					280		3,586
				RW					220		
				CN						3,086	
	15	Ridgeline Drive Reconstruction Sherman-Southridge	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE		80					1,008
				RW		50					
				CN			878				
	16	Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			75				900
				RW							
				CN				825			
	17	Steptoe Street/Gage Boulevard intersection	Construct double left turn lanes and single right turn lanes at all approaches (where not existing). Eliminate split phase timing.	PE	230						2,310
				RW							
				CN		2,080					
	18	Washington Street - Complete Streets 1st Avenue -Columbia Dr	Connect wine village area with downtown, including sidewalks, benches, landscaping, railroad crossings, street lighting, and road widening/diet options	PE	50						600
				RW	50						
				CN		500					
	19	Washington Street/Columbia Drive intersection	Construct eastbound right turn lane	PE	50						580
				RW							
				CN		530					
	20	US395/10th Avenue intersection	Construct southbound dual left turn lanes	PE			100				1,060
				RW							
				CN				960			
	21	US395/Clearwater Avenue intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE					250		250
				RW							
				CN							
	22	US395/Hildebrand intersection	Construct northbound and southbound dual left turn lanes, channelize eastbound and westbound dual left turn lanes, construct eastbound and westbound right turn lanes	RW							300
				PE							
				CN		300					
	23	US395/Ridgeline Drive Interchange	Construct grade separated intersection at US395 and Ridgeline Drive, and associated vicinity improvements	PE	1,300						18,000
				RW	3,700						
				CN		13,000					
	24	Zintel Way/Ridgeline Drive/Bofer Canyon	Construct remaining Zintel Way to 3-lane urban street and realign Bofer Canyon per US395/Ridgeline interchange project. Right-of-way by developer donation.	PE		100					1,400
				RW		200					

Project ID	Map ID**	ROADWAY CAPITAL PROJECTS		Year 2018 Costs in \$ Thousands							
		Location	Description	Cost Type	2020	2021	2022	2023	2024	2025	Total
				CN			1,100				
	25	Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
				RW							
				CN	3,000	3,000	3,000	3,000	3,000	3,000	
	26	Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
				RW							
				CN	170	170	170	170	170	170	
	27	Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lanes roundabout	PE	100						1,150
				RW	50						
				CN			1,000				
	28	Kennwwick Avenue Union to Morain	Widening to three lanes	PE			200				2,400
				RW			200				
				CN				2,000			
	29	Mataline & Edison Traffic Signal	Construct Traffic Signal	PE					40		510
				RW					20		
				CN						450	
	30	Grandridge/Columbia Center Blvd intersection	Intersection Improvements	PE		100					1,300
				RW		200					
				CN			1,000				
	31	Quinault/Columbia Center Blvd intersection	Intersection Improvements	PE			100				1,300
				RW			200				
				CN				1,000			
	32	Traffic Signal @ Arrowhead and Steptoe	Traffic Signal Construction	PE		40					510
				RW		20					
				CN			450				
		Subtotal Roadway Capital Projects			9,000	21,630	10,815	10,713	17,606	11,806	81,570
TSP ID	Map ID	NON-MOTORIZED CAPITAL PROJECTS		Year 2018 Costs in \$ Thousands							
		Location	Description	Cost Type	2020	2021	2022	2023	2024	2025	Total
B-4	33	Canal Drive Sidewalks US395-Hartford	Construct new sidewalk - includes minor widening and curb construction	PE			18				250
				RW							
				CN				232			
B-5	34	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated Rectangular Rapid Flash	PE	40						590
				RW		200					
				CN			350				
B-1	35	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west South Side	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from rounabout to the golf course club house	PE		28					228
				RW							
				CN			200				
B-2	36	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE	16						174
				RW							
				CN		158					
B-6	37	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5					50
				RW							
				CN			45				
	38	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE							750
				RW							
				CN	125	125	125	125	125	125	
	39	KID ROW Edison to Union Trail	Approx. 3,200 LF of 10 foot wide trail on KID ROW. Old channel has been tubed.	PE	30						330
				RW							
				CN		300					
	40	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slatted to be enclosed .	PE			10				120
				RW							
				CN				110			
	41	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been tubed.	PE	40						440
				RW							
				CN		400					
	42	Sidewalk from YOLO to Bob Olson	Approx. 800 LF of sidewalk.	PE		10					105
				RW							
				CN			95				
	43	Steptoe Blvd. to Columbia Center Blvd. Pathway	Construct pathway along abandoned rail line.	PE			60				860
				RW				200			
				CN					600		
		Subtotal Non-Motorized Capital Projects			251	1,226	903	667	725	125	3,897
		TOTAL CAPITAL PROJECT COSTS			9,251	22,856	11,718	11,380	18,331	11,931	73,536

CITY OF KENNEWICK

TRANSPORTATION IMPROVEMENT PLAN

2022 - 2027



CITY OF KENNEWICK
RESOLUTION NO. 21-08

A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM AS REQUIRED BY RCW 35.77.010

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON, AS FOLLOWS:

Section 1. The City Council, subsequent to a public hearing on June 15, 2021, approved the Six-Year Transportation Improvement Program of the City of Kennewick for the ensuing year. Said Six-Year Transportation Improvement Program is attached hereto as Exhibit "A", incorporated herein by this reference, and is hereby adopted by the City Council for the City of Kennewick.

Section 2. That annually hereafter the program shall be reviewed to determine current needs and to revise and extend the program for an additional one year subject to public hearings thereon.

Section 3. That a copy of the adopting resolution shall be filed with the Department of Transportation by July 31st of each year.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
15th day of June, 2021, and signed in authentication of its passage this 15th day of June, 2021.

Attest:

DON BRITAIN, Mayor

TERRI WRIGHT, City Clerk

RESOLUTION NO. 21-08 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington, this 16th day of
June 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI WRIGHT, City Clerk

Six-Year Transportation Improvement Plan Public Hearing 2022-2027

Kennewick City Council Presentation

June 15, 2021

Sorin Juster, P.E., P.T.O.E.

Transportation Manager



State Requirement

RCW 35.77.010 requires each city to adopt an annual revised six-year Transportation Improvement Plan (TIP) before July 1st

The TIP must address motorized transportation needs, as well as non-motorized needs (pedestrians, bicyclists, transit)

Our TIP is based on our 20-year Transportation System Plan adopted June 5, 2018



Projects

Projects in the TIP include:

- Intersections
- Road reconstruction and widening
- New road extensions
- New sidewalks, bike lanes, pedestrian crosswalks/signals
- Annual pavement preservation, sidewalk repairs, and traffic signal upgrades/retiming
- Safety Projects Such as RRFBs



Format

Washington State Department of Transportation

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Kennewick
County: Benton
MPO/RTPO: BFCG

Y Inside N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		Canal Drive & Edison Street Intersection Improvements Canal Drive Intersection Canal Dr. to and Edison Street. Construct second eastbound left turn lane (Widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	kenn50	06/18/19	06/18/19		19-11	21	C G P S T W	0.240	DCE	Yes

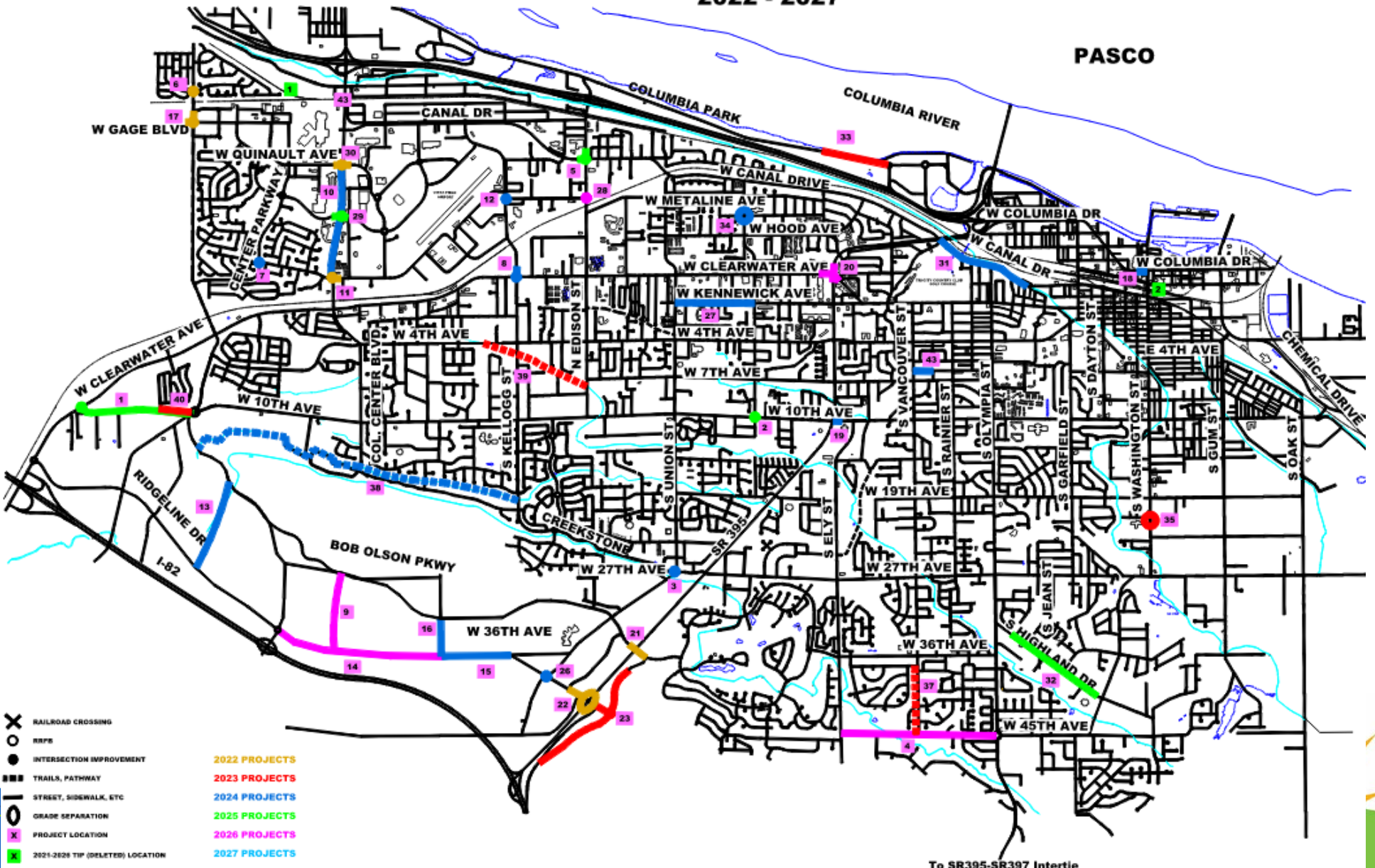
Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	138,000	138,000
P	RW	2023		0		0	150,000	150,000
P	CN	2024		0		0	1,137,000	1,137,000
Totals				0		0	1,425,000	1,425,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	138,000	0
RW	0	0	0	150,000	0
CN	0	0	0	0	1,137,000
Totals	0	0	0	288,000	1,137,000

- All projects include brief descriptions of work, project limits, and whether it's either planned (P) or funded (F).
- Projects are shown with all phases (preliminary engineering (PE), right of way (RW), and construction (CN)) with approximate expenditure schedules.

CITY OF KENNEWICK
TRANSPORTATION IMPROVEMENT PLAN
2022 - 2027

PASCO



To SR395-SR397 Intertie

Map ID**	ROADWAY CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
1	10th Avenue Reconstruction Clearwater-Steptoe	Developer-driven project to reconstruct to 3-lane road with curb, gutter, sidewalk, storm drainage and illumination. Widen Clearwater for left turn storage. Roundabout or Traffic Signal @ Clearwater & 10th	PE				336			4,032
			RW							
			CN					3,696		
2	10th Avenue/Morain Street Intersection	Construct traffic signal	PE				53			610
			RW							
			CN					557		
3	27th Avenue/Southridge Intersection	Construct northbound right turn slip lane at roundabout	PE			42				525
			RW			63				
			CN				420			
4	45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					189		2,342
			RW					74		
			CN						2,079	
5	Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				145			1,497
			RW				158			
			CN					1,194		
6	Traffic Signal @ Arrowhead and Steptoe	Traffic Signal Construction	PE							400
			RW							
			CN	400						
7	Center Parkway/Deschutes Avenue Roundabout	Construct small diameter roundabout	PE			95				1,082
			RW			42				
			CN				945			



8	Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE			98				1,187
			RW			112				
			CN				977			
9	Colorado Street Construction Ridgeline-Bob Olson Parkway	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					173		2,536
			RW					457		
			CN						1,906	
10	Columbia Center Boulevard Widening Deschutes to Quinault	Construct new 3rd northbound and southbound thru lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications. At Quinault: construct 2nd eastbound	PE			769				9,195
			RW				735			
			CN					7,691		
11	Deschutes/Columbia Center Blvd Intersection	Construct westbound right turn lane onto CCB. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.	PE							1,200
			RW	200						
			CN		1,000					
12	Kellogg Street/Metaline Avenue Intersection	Construct traffic signal	PE			42				536
			RW			21				
			CN				473			
13	Montana Street Extension Bob Olson Parkway-Ridgeline	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE				105			1,537
			RW					277		
			CN						1,155	
14	Ridgeline Drive Extension Phase 3 Center Parkway - Colorado	Developer driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					294		3,765
			RW					231		
			CN						3,240	



15	Ridgeline Drive Reconstruction Sherman-Southridge	Developer-driven project to construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			84				1,059
			RW			53				
			CN				922			
16	Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			79				945
			RW							
			CN				866			
17	Steptoe Street/Gage Boulevard Intersection	Construct double left turn lanes and single right turn lanes at all approaches (where not existing). Eliminate split phase timing.	PE							3,400
			RW	400						
			CN		3,000					

Map ID**	ROADWAY CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
18	Washington Street/Columbia Drive Intersection	Construct eastbound right turn lane	PE			53				610
			RW							
			CN				557			
19	US395/10th Avenue Intersection	Construct southbound dual left turn lanes	PE			105				1,113
			RW							
			CN				1,008			
20	US395/Clearwater Avenue Intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE					263		263
			RW							
			CN							
21	US395/Hildebrand Intersection	Construct northbound and southbound dual left turn lanes, channelize eastbound and westbound dual left turn lanes, construct eastbound and westbound right turn lanes	RW							315
			PE							
			CN	315						



22	US395/Ridgeline Drive Interchange	Construct grade separated intersection at US395 and Ridgeline Drive, and associated vicinity improvements	PE							7,800
			RW							
			CN	7,800						
23	Zintel Way/Ridgeline Drive/Bofer Canyon	Developer-driven project to construct remaining Zintel Way to 3-lane urban street. Right-of-way by developer donation.	PE		105					1,470
			RW		210					
			CN			1,155				
24	Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
			RW							
			CN	3,000	3,000	3,000	3,000	3,000	3,000	
25	Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
			RW							
			CN	170	170	170	170	170	170	
26	Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lanes roundabout	PE			105				1,208
			RW			53				
			CN					1,050		
27	Kennewick Avenue Union to Morain	Widening to three lanes	PE			210				2,520
			RW			210				
			CN				2,100			
28	Metaline & Edison Traffic Signal	Construct traffic signal	PE					42		536
			RW					21		
			CN						473	



29	Grandridge/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes improved turning movements off Grandridge Blvd. in addition to improved ADA access.	PE				105			1,365
			RW				210			
			CN					1,050		
30	Quinault/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes dual left turn lane for Quinault EB traffic and improved ADA access.	PE							1,200
			RW	200						
			CN		1,000					
	Subtotal Roadway Capital Projects			12,485	8,485	6,561	13,285	20,429	12,023	73,268



Map ID	NON-MOTORIZED CAPITAL PROJECTS		Year 2022 Costs in \$ Thousands							
	Location	Description	Cost Type	2022	2023	2024	2025	2026	2027	Total
31	Canal Drive Sidewalk US395-Hartford	Construct new sidewalk - includes minor widening and curb construction	PE			19				263
			RW							
			CN				244			
32	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated Rectangular Rapid Flash Beacon (RRFB).	PE				40			880
			RW					400		
			CN						440	
33	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west (South side)	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from roundabout to the golf course club house	PE		29					239
			RW							
			CN			210				
34	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE			17				183
			RW							
			CN				166			
35	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5					52
			RW							
			CN		47					
36	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE							750
			RW							
			CN	125	125	125	125	125	125	
37	Vancouver St. Pedestrian Pathway - 37th Ave. to 45th Ave.	Approx. 2,300 LF of paved pathway constructed on the west side of Vancouver to serve as a Safe Route to School.	PE		50					550
			RW							
			CN			500				

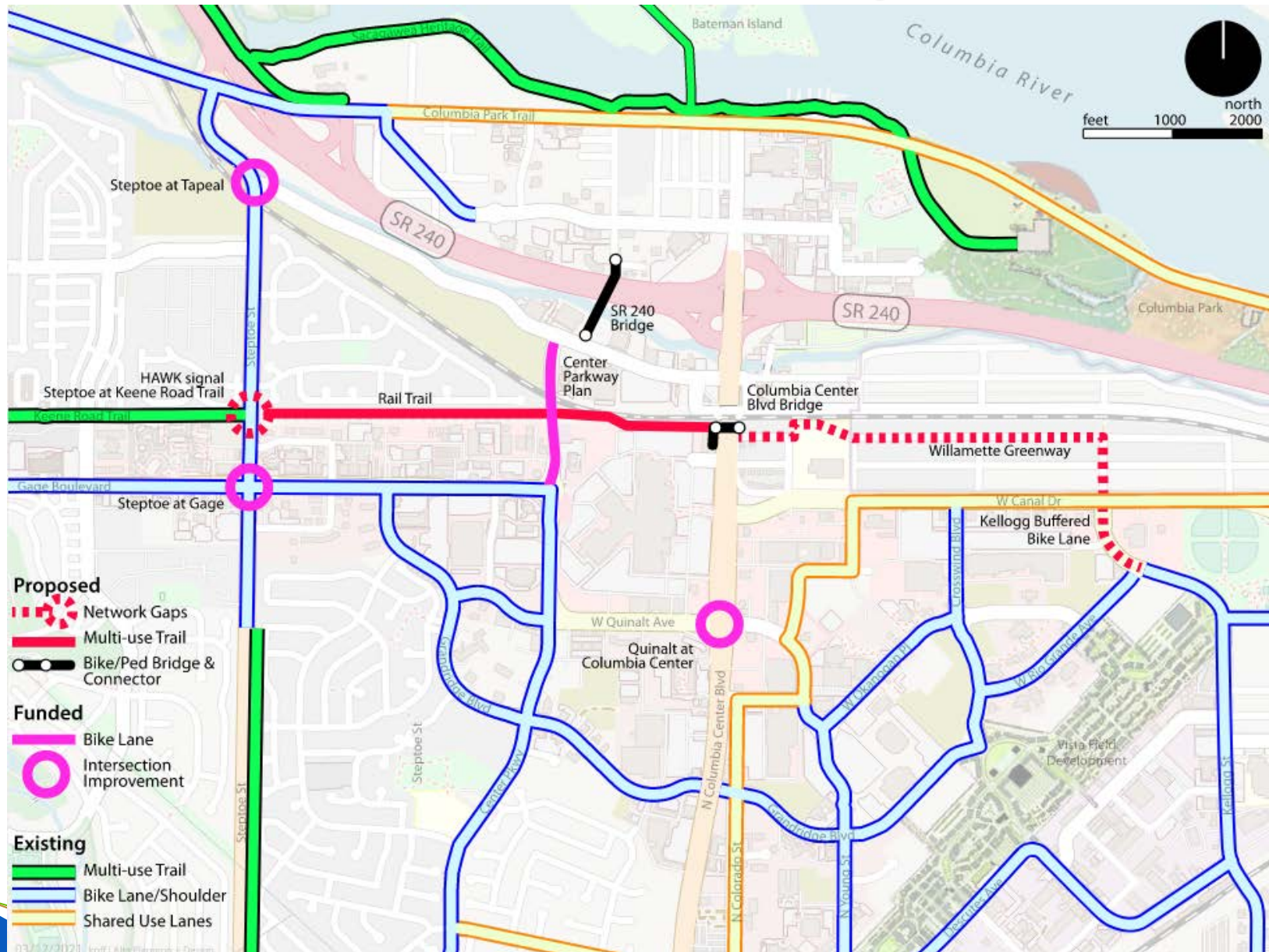


38	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slated to be enclosed .	PE			110				1,270	
			RW								
			CN			1,160					
39	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been piped. Presumes use of CDBG Funds.	PE		42					462	
			RW								
			CN			420					
40	Sidewalk from Yolo to Bob Olson	Approx. 800 LF of sidewalk.	PE		11					111	
			RW								
			CN			100					
41	Rectangular Rapid Flash Beacons Citywide	Installation of new crosswalk beacons at various locations as identified in the Local Road Safety Plan.	PE							450	
			RW								
			CN	75	75	75	75	75	75		
42	W. 6th Ave. Sidewalk - Vancouver to Tacoma	Construct approximately 630 LF of sidewalk on the south side of 6th Ave. adjacent to park. Will also include accommodations for storm.	PE			30				480	
			RW								
			CN			450					
43	Island View to Vista Field Active Transportation Network	Construct separate dedicated active transportation links and on-street active transportation features to overcome barriers to active transportation travel. This will include a bridge over SR240, a crossing or bridge over the	PE		2,500					16,000	
			RW			3,000					
			CN				10,500				
Subtotal Non-Motorized Capital Projects				200	2,884	5,056	12,310	600	640	21,690	
TOTAL CAPITAL PROJECT COSTS				12,685	11,369	11,617	25,595	21,029	12,663	94,958	

Added Projects for 2022-2027 TIP



Added Projects: Island View to Vista Field Trail System



Removed Projects

- Washington St. (Complete Streets) – 1st Ave. to Columbia Drive



Next Major Milestones

- City Council Workshop Presentation May 25
- City Council establish date for Public Hearing – June 1
- City Council hold Public Hearing – June 15
- Submit to BFCOG approved STIP – 21
- BFCOG Area-wide public informational hearing – August
- BFCOG board approval and forwarding to WSDOT – October



Questions?





City Council Meeting Schedule June 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

June 1, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 8, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Legislative Update
2. KMC Amendments following ESB 5476
3. Planning Development Projects Update

June 15, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 22, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Mid-Columbia Libraries Update
2. American Rescue Plan Act Update
3. Current City-Wide Projects Update

June 29, 2021

Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped



City Council Meeting Schedule July 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

July 6, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

July 13, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Micromobility Update

July 20, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

July 27, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Development Related Code Amendments

2. Transportation System Overview

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped

July 2021
Updated 06/08/21