City Council Regular Meeting Agenda
April 21, 2026 at 6:30 PM
City Hall Council Chambers - 210 W 6th Ave and Virtual

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

---

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Proclamation: International Firefighters Day

2. VISITORS

A total of thirty minutes is allocated for visitor comments, with each person permitted to speak once for a maximum of three minutes**. Visitors are welcome to address any topic, except for: Item 5.b.,** a quasi-judicial matter, and elections/campaigns. Comments can be submitted in person, remotely via Zoom, or in writing. Written comments will be distributed to each Councilmember but not read into the record. If you want to provide feedback through Zoom or written format, please reach out to the City Clerk or our website for guidance. www.go2kennewick.com

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

a. **Meeting Minutes: April 7, 2026, City Council Regular Meeting**
Motion to approve the minutes as presented.

b. **Meeting Minutes: April 14, 2026, City Council Workshop**
Motion to approve the minutes as presented.

c. **Claims Roster: March 2026**
Motion to approve the Claims Roster for March 2026 in the amount of $6,628,491.12 comprised of electronic payments and check numbers 323405-323817.

d. **Payroll Roster: For the Pay Period Ending 3/31/2026**
Motion to approve the payroll roster for the pay period ending 3/31/2026.

e. **Claim Roster: Toyota Center Operations and Box Office Accounts**
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2026 in the amount of $809,466.62 comprised of check numbers 28979-29054 in the amount of $269,998.98 and electronic transfers in the amount of $539,467.64.

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.

f. **Contract: 2025 JAG Interlocal Agreement Approval**
Motion to authorize the City Manager to execute the 2025 JAG Interlocal Agreement.

g. **Contract: Amendment to Drinking Water State Revolving Fund (DWSRF) Loans for the Ranney Collector No. 5 PFAS Treatment System Improvements Project (P2508)**
Motion to authorize the City Manager to execute the contracts as presented, as well as future amendments resulting in no increased cost change.

h. **Contract: 2026 Wastewater Biosolids Removal Project Award (RFB No. P2609-26)**
Motion to award RFB NO. P2609-26 2026 Wastewater Biosolids Removal to Merrell Bros, Inc. and authorize the City Manager to execute the contract.

i. **Memorandum of Understanding: Heritage University**
Motion to authorize the Mayor to sign the memorandum of understanding with Heritage University.

j. **Contract: Leslie & Clearwater Lift Station Replacement Project Bid Award to C&E Trenching, LLC (P2513-26)**
Motion to award P2513-26 Leslie & Clearwater Lift Station Replacement to C&E Trenching, LLC and authorize the City Manager to execute the contract.

k. **Contract: Award the 2027 Water System Plan Update Project to RH2 Engineering (P2613)**
Motion to award a professional services agreement to RH2 Engineering, Inc. for the 2027 Water System Plan Update project in the amount of $298,062.

5. ORDINANCES & RESOLUTIONS

a. **Ordinance Docket: Transitioning Public-Facing Regulations from the Kennewick Administrative Code to the Kennewick Municipal Code**
Motion to adopt the ordinance docket as presented (docket items 5.a.1 through 5.a.4).

1) Ordinance: Amending Section 2.08.025 – City Manager Performance Review – of the Kennewick Municipal Code (Housekeeping Update)
2) Ordinance: Adding Chapter 3.100 — Real Property Surplus — to the Kennewick Municipal Code
3) Ordinance: Amending Section 2.16.420 — Arts Commission Establishment — of the Kennewick Municipal Code
4) Ordinance: Amending Section 2.16.430 – Arts Commission Powers and Duties – of the Kennewick Municipal Code

b. **Ordinance: Change of Zone from Residential, Suburban (RS) to Residential, Low (RL) at 2918 S Jean St (COZ-2026-0002)**
Motion to adopt the ordinance as presented.

c. **Ordinance: Adding Section 18.65.065 – Expansion of Use – to the Kennewick Municipal Code, (DCA-2025-0006)**
Motion to adopt the ordinance as presented.

d. **Ordinance: Adding Chapter 6.09 — Virtual Currency Kiosks — to the Kennewick Municipal Code**
Motion to adopt the ordinance as presented.

6. NEW BUSINESS

a. **Contract: Extension of the Development Agreement Between the City of Kennewick and Port of Kennewick for Vista Field**
Motion to sign the development agreement as presented.

7. COUNCIL COMMENTS & DISCUSSION

8. CONCLUSION

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

Proclamation

WHEREAS, the role of a firefighter is to respond to emergencies involving life, property, or environment and to fight together against one common enemy that can destroy lives; and

WHEREAS, most people would risk their lives to save a family member, friend or even a pet, but a firefighter makes the conscious decision daily to risk their lives for those in their community that they have never met; and

WHEREAS, the men and women of the fire service industry are a special group of individuals that exude extraordinary commitment and exceptional courage to tirelessly work in a profession whose focus is to serve and protect others; and

WHEREAS, International Firefighters Day was established in 1999 following the tragic deaths of five firefighters in Australia during a sudden change in wind direction that led to them being surrounded by flames. The day falls on May 4, which coincides with Saint Florian's Day. Saint Florian, the first commanding firefighter of a Roman battalion, is celebrated as the patron saint of firefighters for his heroic acts of saving numerous lives; and

WHEREAS, International Firefighter Day is an occasion for the global community to acknowledge and pay tribute to the dedication of firefighters, their tireless work to safeguard their communities, and to remember those who made the ultimate sacrifice to ensure the safety of others.

NOW, THEREFORE, I, Mayor Jason McShane on behalf of the Kennewick City Council, do hereby proclaim May 4, 2026, as

INTERNATIONAL FIREFIGHTER'S DAY IN KENNEWICK

Accordingly, I encourage our citizens to thank and show their appreciation to firefighters who dedicate their lives to protect life and property for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be affixed this 21st day of April 2026.

SIGNED

JASON R. MCSHANE,
Mayor

ATTEST

KRYSTAL JOHNSTON,
City Clerk

Council Agenda Coversheet	Item Number: 4.a.	Date: 4/21/2026	Category: Consent Agenda
	Item Type: General Business Item		
	Subject: **Meeting Minutes: April 7, 2026, City Council Regular Meeting**		
	Department: City Manager		

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives

The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

FOR CONSIDERATION APRIL 21, 2026

CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
APRIL 7, 2026

CITY COUNCIL PRESENT:

Jason McShane, *Mayor*
Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Brad Klippert, *Councilmember*
Jim Millbauer, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Jessica Platt, *Finance Director*
Chad Crouch, *Executive Services Director*
Steve Donovan, *Planning Manager*
Krystal Johnston, *City Clerk*
Joseph Laris, *Associate Planner*

1. CALL TO ORDER

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

Ms. Johnston stated all councilmembers were in attendance with the exception of Councilmember Trumbo and that a quorum was established.

Mayor McShane stated Councilmember Trumbo provided advanced notice of his absence and requested an excusal.

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

Councilmember Millbauer led the Pledge of Allegiance.

No invocation provided.

Proclamation: Councilmember Anderson read the Arbor Day proclamation into the record and presented it to Parks & Recreation Commission Villegas.

2. VISITORS:

Mayor McShane stated the City Clerk distributed two written comments to Councilmembers in advance of the meeting. The comments related to the Canal Landing Development.

Three speakers addressed the Less Restrictive Alternative (LRA) housing matter with two also remarking on development regulations for the property on 8th & Edison.

Five speakers remarked on the Canal Landing Development project.

One speaker announced an upcoming event sponsored by the Benton Frankin Health District.

One speaker addressed community safety and adequate funding for fire and police services.

Oen speaker, in addition to their comments on LRA housing and the Canal Landing Development, also addressed the invocation rules.

3. APPROVAL OF AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the agenda as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**

4. CONSENT AGENDA

MOTION:	Mayor Pro Tem Torelli moved to approve the consent agenda as presented.
SECOND:	Councilmember Millbauer.
VOTE:	**The motion passed unanimously (6-0)**

a. **Meeting Minutes: March 7, 2026, City Council Retreat**
Motion to approve the minutes as presented.

b. **Meeting Minutes: March 17, 2026, City Council Regular Meeting**
Motion to approve the minutes as presented.

c. **Meeting Minutes: March 24, 2026, City Council Workshop**
Motion to approve the minutes as presented.

d. **Claims Roster: Columbia Park Golf Course Account**
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for February 2026 in the amount of $38,553.72, comprised of check numbers 326 and 3011-3022 in the amount of $14,800.77 and electronic transfers in the amount of $23,752.95.

e. **Payroll Roster: For the Pay Period Ending 3/15/2026**
Motion to approve the payroll roster for the pay period ending 3/15/2026.

f. **Grant: Approval to Accept State and Local Cybersecurity Grant Award to Fund Regional Tabletop Exercises (No. E26-190)**
Motion to approve the 2025 State and Local Cybersecurity Grant Program award under grant agreement number E26-190.

g. **Contract: Award the 2026 Bituminous Surface Treatment Seal Coat Project to Interstate Concrete & Asphalt (P2606-26)**
Motion to award Contract P2606-26 2026 Bituminous Surface Treatment Seal Coat project to Interstate Concrete & Asphalt and authorize the City Manager to execute a contract approved as to form by the City Attorney.

h. **Contract: Awarding the Wastewater Treatment Plant Headworks Screen Rebuilds, RFB 26-007, to SCI Industrial Services, LLC**
Motion to award the project to SCI Industrial Services, LLC, and authorize the City Manager to execute a contract approved as to form by the City Attorney.

5. ORDINANCES/RESOLUTIONS

a. Ordinance: Change of Zone from Residential Suburban (RS) to Residential Low (RL) at 4501 S Olympia St (COZ-2026-0001)

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 4501 S. OLYMPIA STREET

FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 2026-0001, Harpster Land Development, c/o Peter Harpster)

Mayor McShane stated this is a site-specific quasi-matter requiring that Council meeting the Appearance of Fairness Doctrine. No Councilmembers raised a conflict with the Doctrine in response to the following questions:

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

Having no Councilmembers answering "yes", Mayor McShane stated Council established it could consider the matter fairly.

Mr. Laris provided a staff report and together with Mr. Donovan, answered Council's questions.

MOTION:	Mayor Pro Tem Torelli moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	Council asked clarifying questions which were answered by Mr. Laris and Mr. Donovan.
VOTE:	**The motion passed unanimously (6-0)**
The City Clerk assigned Ordinance No. 26-6170.	

6. COUNCIL COMMENTS/DISCUSSION:

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

7. EXECUTIVE SESSION

a. Pursuant to RCW 42.30.110(1)(g) to Review the Performance of a Public Employee

At 7:34 p.m. Mayor McShane announced Council would adjourn to executive session pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee until 8:10 p.m. He further stated that no action or further discussion would take place after the conclusion of the executive session.

8. CONCLUSION: Mayor McShane concluded the meeting at 8:11 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/381464

Council Agenda Coversheet				Category: Consent Agenda
	Item Number:	4.b.	**Date:** 4/21/2026	
	Item Type:	General Business Item		
	Subject:	**Meeting Minutes: April 14, 2026, City Council Workshop**		
	Department:	City Manager		

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives

The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

FOR CONSIDERATION APRIL 21, 2026

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
APRIL 14, 2026

CITY COUNCIL PRESENT:

Jason McShane, *Mayor*
Chuck Torelli, *Mayor Pro Tem - Remote*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Brad Klippert, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Jake Van Horn, *Deputy Fire Chief*
John Cowling, *Public Works Director*
Anthony Muai, *Planning Director*
Jessica Platt, *Finance Director*
Chad Crouch, *Executive Services Director*
Jeremy Lustig, *Deputy Public Works Director*
Haley Pink, *Recreation Supervisor*
Brandon Lange, *Recreation Manager*
Krystal Johnston, *City Clerk*
Jose Santoy, *Police Commander*
Jillian Henze, *PIO/Marketing Supervisor*

GUEST PRESENTERS:

Tim Schwering, *Detective, Spokane Police Department*

CALL TO ORDER. Mayor McShane called the meeting to order at 6:30 p.m. Mayor McShane called roll; all Councilmembers were present with Mayor Pro Tem Torelli attending remotely via Zoom.

Mayor McShane announced there were no citizen comments submitted.

1. DISCUSSION: VIRTUAL CURRENCY KIOSKS: Mr. Sanguino introduced Detective Schwering, highlighting his expertise in this area. Together, they presented a comprehensive report that detailed new insights gained since the last workshop on the topic. The Council raised several clarifying questions and shared personal experiences of fraud related to virtual currency kiosks. The majority of council members agreed that this issue should be revisited at the Council meeting scheduled for April 21, 2026, for further discussion. No final action was taken.

2. HOUSEKEEPING UPDATES: TRANSITIONING PUBLIC-FACING POLICIES TO THE KENNEWICK MUNICIPAL CODE (PUBLIC WORKS, PARKS, & CITY MANAGER'S OFFICE): Ms. Beaton introduced the panelists, which included Mr. Cowling, Mr. Lustig, Ms. Pink, and Mr. Lange. The panelists delivered a thorough overview of the proposed changes and the project's history aimed at transitioning content from the outdated Kennewick Administrative Code to the Kennewick Municipal Code. Following their presentation, the Council posed several clarifying questions and debated the number of seats for the Arts Commission. A majority agreed that the number of seats should allow for up to seven members instead of mandating seven as a requirement. Staff will present the ordinances at future Council meetings for further consideration and action. No final action was taken.

CONCLUSION. Mayor McShane concluded the meeting at 7:37 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/382213

Council Agenda Coversheet	Item Number:	4.c.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Claims Roster: March 2026**			
	Department:	Finance			

Recommendation

Staff recommends Council approve the Claims Roster for March 2026.

Motion for Consideration

Motion to approve the Claims Roster for March 2026 in the amount of $6,628,491.12 comprised of electronic payments and check numbers 323405-323817.

Summary

The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 3/1/2026-3/31/2026:

Check numbers 323405:323817	$4,712,047.28
Electronic payments (EFT):	$1,916,443.84
Total	**$6,628,491.12**

Alternatives

None.

Fiscal Impact

$6,628,491.12

Attachments:

1. Claims Roster

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
Fund 001					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$2,200.53
323441	03/13/2026	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION	$1.57
323600	03/13/2026	70000	WASHINGTON STATE TREASURER	COURT FINES- JANUARY 2026	$55,086.78
323619	03/26/2026	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION	$659.43
323620	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101576821	$69.00
323621	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101745017	$93.00
323622	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101577315	$93.00
323623	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101788471	$69.00
323624	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101751592	$69.00
323625	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101576082	$93.00
323626	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101569589	$69.00
323627	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-102151581	$93.00
323628	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-102151477	$69.00
323629	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101781954	$83.00
323630	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101173951	$150.00
323631	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101752328	$69.00
323632	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-102152337	$400.00
323633	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-102152280	$480.00
323634	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101779095	$69.00
323635	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101945141	$69.00
323636	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-100929692	$150.00
323637	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101784803	$59.00
323638	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101784788	$59.00
323639	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101779915	$69.00
323640	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101822746	$59.00
323641	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101822725	$59.00
323642	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101577490	$59.00
323643	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101827599	$55.00
323644	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-102156185	$750.00
323645	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101569000	$69.00
323646	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101815357	$59.00
323647	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101594350	$100.00
323648	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101778497	$69.00
323649	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101670763	$69.00
323650	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101670753	$69.00
323651	03/26/2026	99992	CIVIC REC REFUNDS	REFUND REQUEST-101577111	$59.00
323652	03/26/2026	70000	WASHINGTON STATE TREASURER	COURT FINES- JANUARY 2026	$154.95
				000 - Fund Activity Subtotal:	**$61,953.26**
011 - City Council					
323533	03/13/2026	556	MILLBAUER, JIM	TRVL REIMB-AWC CITY ACTION DAYS JAN 2026	$514.75
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$547.38
323792	03/27/2026	9238	PATRICK IBARRA	CITY COUNCIL RETREAT - FACILITATOR	$14,950.00
				011 - City Council Subtotal:	**$16,012.13**
012 - City Manager					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$231.91
				012 - City Manager Subtotal:	**$231.91**
023 - Recreation Services					
10002	03/02/2026	77146	GLOBAL PAYMENTS	MERCHANT FEES	$4,931.51
323470	03/13/2026	3632	DANCE CONNECTION	WINTER DANCE CLASSES	$512.40
323567	03/13/2026	400	SKYHAWKS SPORTS ACADEMY LLC	SKYHAWKS PROGRAMS	$8,196.81
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$191.90
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDING SERVICE	$50.57
323700	03/27/2026	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	$43.80
323718	03/27/2026	80	BUSINESS INTERIORS OF IDAHO	FREEFORM OFFICE FURNITURE SOUTHRIDGE	$5,942.94
323802	03/27/2026	3564	US LINEN AND UNIFORM	EXTRA PAVILION WINTER MATS	$51.58
				023 - Recreation Services Subtotal:	**$19,921.51**
024 - Facilities Maintenance					
EFT	03/20/2026	2900	U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRIC	COLUMBIA PARK LAND TRANSFER FEE	$7,000.00
323414	03/05/2026	5112	FIRE PROTECTION SERVICE CORPORATION	SOUTHRIDGE - 17229	$4,297.71
323425	03/13/2026	8623	ACE SALES & SERVICE INC	PORTABLE TOILET DISK GOLF COLUMBIA PARK	$153.45
323429	03/13/2026	5911	AMERICAN BUILDING MAINTENANCE	MARCH SERVICE	$3,382.56
323432	03/13/2026	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	ELECTRODE FOR HEATER AND BLOW OUT HEAT EXCHANGERS	$885.98
323435	03/13/2026	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	UNIFORM ORDER	$76.11
323437	03/13/2026	6553	BASIN SOD INC	SOD FOR SOUTHRIDGE AND GRANGE	$646.44

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323449	03/13/2026	749	BUILDERS HARDWARE & SUPPLY CO	MAG LOCK COVERS	$74.78
323460	03/13/2026	175	COLUMBIA BASIN PAPER & SUPPLY	TRASHCANS FOR CIVIC RESTROOMS	$50.09
323467	03/13/2026	7711	CULLIGAN WATER CONDITIONING	BOTTLED WATER FOR COLUMBIA PARK	$7.34
323481	03/13/2026	8774	FASTENAL COMPANY	MOUNTING SCREWS FOR IRRIGATION TIMER	$18.41
323485	03/13/2026	86	FERGUSON ENTERPRISES INC	MUSHROOM PUMP ROOM	$304.73
323489	03/13/2026	2696	GAMETIME C/O GREAT WESTERN, RECREATION	PLAYGROUND SWING REPLACEMENTS	$1,147.40
323491	03/13/2026	1775	GRAINGER	DIAPHRAMS FOR TOILETS	$3,010.17
323492	03/13/2026	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM-TYLER INES-GRIGGS 2ND HALF	$935.92
323499	03/13/2026	8977	HERITAGE PROF LANDSCAPING INC	LANDSCAPING BOB OLSON	$7,681.28
323506	03/13/2026	303	INTERMOUNTAIN CLEANING SERVICE INC.	FLOORS	$1,070.00
323508	03/13/2026	1112	IRRIGATION SPECIALISTS INC	IRRIGATION PUMP REPAIR PARTS	$168.93
323517	03/13/2026	78	KENNEWICK INDUSTRIAL & ELEC	TRAINING POOL CHEM FEED UPGRADE	$645.29
323524	03/13/2026	10534	LIBERTY LAWN AND SAW SHOP	CHAINSAW REPAIR PARTS	$2,631.68
323534	03/13/2026	484	MILNE NAIL,POWER TOOL & REPAIR	REPLUMB MAIN POOL PUMP	$787.22
323543	03/13/2026	10512	PACIFIC BACKFLOW SERVICES, PACIFIC BACKFLOW SERVI	TESTING	$1,580.00
323550	03/13/2026	1027	JAMES CONNOLLY CONSULTING LTD	BULK PESTICIDE ORDER OF PARKS	$5,570.58
323551	03/13/2026	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	RELAMP	$1,119.95
323552	03/13/2026	9368	PRINGLES POWER VAC	FIRE DEPT DRYER DUCT CLEANING PO-2260093	$1,751.68
323556	03/13/2026	957	RANCH & HOME INC	PROPANE FOR TOURNAMENT HEATER	$79.74
323558	03/13/2026	3803	RDO EQUIPMENT	METAL DISCS TO COVER IRRIGATION BOXES FROM VEHICLE	$4,738.24
323565	03/13/2026	7555	SHERWIN-WILLIAMS COMPANY	BLACK PAINT FOR PUMP TRACK GRAFFITI	$429.76
323566	03/13/2026	680	SIERRA ELECTRIC, INC.	TROUBLE SHOOT LIGHTING	$1,189.46
323578	03/13/2026	1812	SUNBELT RENTALS	TRENCHER FOR CIVIC K3 IRRIGATION LINE REPAIR	$526.87
323588	03/13/2026	6270	TRI-CITY SIGN & BARRICADE	HANDICAP SIGNS	$48.96
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$1,419.34
323607	03/13/2026	1177	WILLIAM LOWE	JEANS REIMBURSEMENT	$96.45
323608	03/13/2026	7698	WRIGHT, DAMIEN	JEANS REIMBURSEMENT	$205.66
323661	03/27/2026	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2026 HVAC MAINT-MARCH 2026	$9,127.62
323668	03/27/2026	4052	BATTERIES PLUS	FOR SAFETY EDGE - BIFOLD DOORS	$131.32
323669	03/27/2026	1726	BAVCO APPARATUS & VALVE CO	BACKFLOW REPAIR PARTS	$67.13
323675	03/27/2026	94	BENTON COUNTY TREASURER	2026 PROPERTY TAXES	$47,795.97
323677	03/27/2026	84	BENTON PUD NO. 1	ELECTRICITY	$25,052.43
323681	03/27/2026	310	BUILDERS FIRSTSOURCE	BOARDS TO REPAIR CIVIC BACKSTOPS	$60.53
323682	03/27/2026	749	BUILDERS HARDWARE & SUPPLY CO	LATCH GUARDS	$194.76
323684	03/27/2026	83	CASCADE NATURAL GAS	GAS SERVICE	$15,075.74
323712	03/27/2026	8774	FASTENAL COMPANY	PUMP RM REPAIRS	$306.45
323715	03/27/2026	9237	FIKES NORTHWEST CORP	SCENT	$201.76
323719	03/27/2026	409	FRONTIER FENCE INC	TROLLEY BRACKETS	$199.33
323724	03/27/2026	1775	GRAINGER	RAMPS FOR CLEANING THE MOWERS	$4,741.53
323728	03/27/2026	8977	HERITAGE PROF LANDSCAPING INC	IRRIGATION REPAIR CENTRAL GREENBELT	$157.76
323734	03/27/2026	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - 2026	$13,611.00
323739	03/27/2026	78	KENNEWICK INDUSTRIAL & ELEC	TOILET REPAIR	$465.84
323740	03/27/2026	377	KENNEWICK IRRIGATION DISTRICT	2026 IRRIGATION ASSESSMENTS	$49,530.70
323759	03/27/2026	8809	PACIFIC FIRE INSPECTION, SERVICES INC	2026 FIRE SPRINKLER INSPECTION	$3,035.00
323765	03/27/2026	1027	JAMES CONNOLLY CONSULTING LTD	WEED AND FEED FERTILIZER	$3,062.73
323777	03/27/2026	7555	SHERWIN-WILLIAMS COMPANY	PAIN FOR CIVIC BACKSTOP BOARDS	$325.64
323778	03/27/2026	680	SIERRA ELECTRIC, INC.	90% PAYMENT LIGHT BULB REPLACE SCOTT BALL FIELDS	$9,386.00
323795	03/27/2026	6270	TRI-CITY SIGN & BARRICADE	DOG PARK SIGNS	$372.10
323802	03/27/2026	3564	US LINEN AND UNIFORM	LINEN SERVICE-FEB26	$345.18
323813	03/27/2026	398	RENTOKIL NORTH AMERICA INC	PEST CONTROL	$1,011.02
				024 - Facilities Maintenance Subtotal:	**$237,989.72**
026 - Economic Development					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$38.38
				026 - Economic Development Subtotal:	**$38.38**
032 - Accounting					
323422	03/05/2026	976	WA STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT-9.7 HOURS 11/2025	$1,348.30
323447	03/13/2026	5736	BOWMAN CONSULTING GROUP LTD	INDIRECT COST ALLOCATION PLAN	$7,965.00
323458	03/13/2026	833	CLARK NUBER PS	TAX FORM 990- PREPARATION PERIOD ENDING 12/31/2024	$2,264.33
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$38.38
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	0195259 - SECURED SHRED SERVICE	$50.90
323771	03/27/2026	1314	REHN & ASSOCIATES, INC.	DENTAL COBRA	$168.00
				032 - Accounting Subtotal:	**$11,834.91**
033 - Human Resources					
323518	03/13/2026	608	KEVIN POSTEN	CDL RENEWAL FEE REIMBURSEMENT	$136.00
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$153.52
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	CI SHREDDING	$158.56

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323748	03/27/2026	5561	MENKE JACKSON BEYER EHLIS, & HARPER, LLP	BRIGGS ARBITRATION	$6,333.10
323753	03/27/2026	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	NAVIA BENEFITS	$705.20
323785	03/27/2026	8315	STERLING	STERLING SERVICES	$706.35
323786	03/27/2026	370	SUMMIT LAW GROUP, PLLC	ARBITRATION	$1,699.10
				033 - Human Resources Subtotal:	**$9,891.83**
034 - Civil Service					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$138.26
323720	03/27/2026	919	FRONTLINE MEDICAL PLLC	FIRE PHYSICAL	$2,665.00
323767	03/27/2026	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	PSYCHOLOGICAL SERVICES	$468.18
				034 - Civil Service Subtotal:	**$3,271.44**
035 - Customer Service					
10004	03/02/2026	70016	U.S. BANK	MERCHANT FEES	$28,903.59
323703	03/27/2026	3530	DATAPROSE INC	UTILITY BILLING BILLPRINT AND POSTAGE FEB 2026	$9,160.17
323803	03/27/2026	1298	US POSTAL SERVICE, (NEOPOST POSTAGE-ON-CALL)	80870546-MARCH 26 - REPLENISH POSTAGE MACHINE FUND	$8,000.00
323811	03/27/2026	4479	WEBCHECK INC	LIEN SEARCH SERVICES FEB 2026	$1,256.63
				035 - Customer Service Subtotal:	**$47,320.39**
036 - Code Enforcement					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$144.30
323667	03/27/2026	9813	B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM-FEB 2026	$3,286.92
				036 - Code Enforcement Subtotal:	**$3,431.22**
042 - City Attorney					
323507	03/13/2026	1266	IRONCLAD LAW PLLC	SPAR CONTRACT REIMBURSEMENT (2/4 THRU 2/27/26)	$7,225.80
323554	03/13/2026	3467	PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE (FEBRUARY 2026)	$52.50
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$143.96
323604	03/13/2026	853	WEST GROUP PAYMENT CENTER	ONLINE SOFTWARE SUBSCRIPTION (FEB 2026)	$3,000.70
323697	03/27/2026	1246	COREY KRZAN-MATTA	MILEAGE REIMBURSEMENT CKM (JAN - MAR 2026)	$334.95
323717	03/27/2026	10993	FOSTER GARVEY PC	DRAFT SPAR CONTRACT 1/2/26 & 1/14/26	$1,518.00
323748	03/27/2026	5561	MENKE JACKSON BEYER EHLIS, & HARPER, LLP	REVIEW LRA (JAN - FEB 2026)	$2,499.80
				042 - City Attorney Subtotal:	**$14,775.71**
053 - Purchasing					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$38.38
				053 - Purchasing Subtotal:	**$38.38**
054 - Information Technology					
323581	03/13/2026	8	TELCO WIRING & REPAIR INC	CITY INTERNET/WAN CHARGES	$5,993.00
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$987.59
323685	03/27/2026	716	CDW GOVERNMENT, INC.	WORKSPACEONE SUBSCRIPTION RENEWAL 2026-2027	$11,626.37
323695	03/27/2026	6375	COMPUNET INC	CORPORATE VEEAM RENEWAL 2026-2027	$37,342.03
323702	03/27/2026	7619	DATABANK IMX LLC	ONBASE FULL TEXT SEARCH SUBSCRIPTION	$88,289.59
323709	03/27/2026	7621	ENVIRONMENTAL SYSTEMS, RESEARCH INSTITUTE INC.	ESRI ANNUAL MAINTENANCE - CITY	$65,443.20
323730	03/27/2026	7866	HYLAND SOFTWARE INC	HYLAND PREMIUM SUBSCRIPTION RENEWAL	$5,359.49
323780	03/27/2026	8210	SMARSH INC	SMARSH TEXT ARCHIVE 2026 RENEWAL	$1,994.92
323790	03/27/2026	8	TELCO WIRING & REPAIR INC	CITY INTERNET/WAN CHARGES	$5,993.00
323800	03/27/2026	1566	TYLER TECHNOLOGIES INC	TYLER ANNUAL MAINTENANCE REFUND	($9,396.01)
323814	03/27/2026	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC-JAN 2026	$7,501.10
				054 - Information Technology Subtotal:	**$221,134.28**
062 - Planning					
323501	03/13/2026	769	HISTORIC DOWNTOWN KENNEWICK, PARTNERSHIP	2026 HISTORIC DOWNTOWN PARTNERSHIP AGREEMENT	$37,500.00
323527	03/13/2026	1073	MAKERS ARCHITECTURE AND URBAN DESIGN LLP	INVOICE #2502-12: KENN. COMP PLAN/THRU 1/31/26	$31,624.78
323584	03/13/2026	172	THE TRI-CITY HERALD	LEGAL PUBLICATION: COZ-2026-0001 NOPH	$418.17
323586	03/13/2026	3265	TRANSPO GROUP, TRANSPO GROUP USA INC	CITYWIDE TRANSPORTATION PLAN U	$5,621.25
				062 - Planning Subtotal:	**$75,164.20**
070 - Police Revenues					
10003	03/13/2026	70008	WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	$4,716.00
10003	03/30/2026	70008	WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	$872.00
				070 - Police Revenues Subtotal:	**$5,588.00**
071 - KPD-Administration					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$3,832.46
323454	03/13/2026	2432	CHARTER COMMUNICATIONS	BASIC CABLE SERVICES	$302.53
323456	03/13/2026	100	CITY OF RICHLAND	2024 JAG-RICHLAND PURCHASES	$10,326.00
323522	03/13/2026	2280	LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES - FEBRUARY 2026	$499.80
323561	03/13/2026	619	RYAN YATES	PRE-EMPLOYMENT POLYGRAPH EXAMS	$600.00
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE - FEBRUARY 2026	$319.04
323814	03/27/2026	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC-JAN 2026	$247.95
				071 - KPD-Administration Subtotal:	**$16,127.78**
072 - KPD-Criminal Investigation					
323453	03/13/2026	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICE	$130.00

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323505	03/13/2026	1019	INTERACTIVE DATA, LLC	PEOPLE SEARCH - FEBRUARY 2026	$233.88
323678	03/27/2026	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	$59.84
323733	03/27/2026	1019	INTERACTIVE DATA, LLC	PEOPLE SEARCH - JANUARY 2026	$179.87
323747	03/27/2026	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	$95.74
				072 - KPD-Criminal Investigation Subtotal:	**$699.33**
073 - KPD-Patrol					
323471	03/13/2026	9827	DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	$903.04
323516	03/13/2026	6929	AUTO RESCUE LLC	TOW SERVICE	$186.05
323530	03/13/2026	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	$816.00
323583	03/13/2026	10971	THE BUNKER	BALLISTIC VEST - N SAWYER	$1,175.97
323662	03/27/2026	5557	APPLIED CONCEPTS INC	STALKER RADAR REPAIRS	$323.68
323678	03/27/2026	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	$59.84
323713	03/27/2026	1748	FBI-LEEDA	FBI-LEED CLI CLASS - T DAVIS	$795.00
323747	03/27/2026	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	$769.20
323808	03/27/2026	1433	W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	ASSOCIATE DUES - J SCOTT	$75.00
				073 - KPD-Patrol Subtotal:	**$5,103.78**
074 - KPD-Staff Services					
323443	03/13/2026	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	OFFICE SUPPLIES	$894.34
323574	03/13/2026	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	$133.93
323599	03/13/2026	1033	WASHINGTON STATE PATROL	CPL BACKGROUND CHECKS FOR FEBRUARY 2026	$636.00
323782	03/27/2026	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	$393.64
				074 - KPD-Staff Services Subtotal:	**$2,057.91**
075 - KPD-Intergovernmental					
323440	03/13/2026	14	BENTON COUNTY	WORK CREW - JANUARY 2026	$14,085.99
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$12,074.85
323672	03/27/2026	14	BENTON COUNTY	JAIL SERVICE - FEBRUARY 2026	$561,322.63
				075 - KPD-Intergovernmental Subtotal:	**$587,483.47**
076 - KPD-Special Services					
323416	03/05/2026	1549	SAN DIEGO POLICE EQUIPMENT CO, INC	AMMUNITION	$3,253.56
323425	03/13/2026	8623	ACE SALES & SERVICE INC	PORTABLE TOILER - SHOOTING RANGE	$87.45
323457	03/13/2026	422	CLARITY POINT PLLC	WELLNESS PROGRAM - FEBRUARY 2026	$3,462.02
323482	03/13/2026	1748	FBI-LEEDA	FBI-LEED CLI TRAINING	$795.00
323577	03/13/2026	6187	SUN BADGE COMPANY	BADGES	$2,077.75
323583	03/13/2026	10971	THE BUNKER	QUARTERMASTER SUPPLIES	$497.80
323677	03/27/2026	84	BENTON PUD NO. 1	ELECTRICITY	$62.57
				076 - KPD-Special Services Subtotal:	**$10,236.15**
081 - Fire Administration					
323497	03/13/2026	222	HEFFNER, MICHAEL	REIMB. AIRFARE - FSEDI CONFERENCE	$489.10
323556	03/13/2026	957	RANCH & HOME INC	PROPANE	$13.99
323589	03/13/2026	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL FEE	$15.37
323597	03/13/2026	258	WASHINGTON FIRE CHIEFS	2026 MEMBERSHIP DUES	$1,910.18
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	$50.90
323782	03/27/2026	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS3 STATION SUPPLIES	$1,101.11
				081 - Fire Administration Subtotal:	**$3,580.65**
082 - Fire Suppression					
323488	03/13/2026	5823	GALLS, LLC	PANTS - SIZE RUN	$1,038.74
323520	03/13/2026	4244	L N CURTIS & SONS	STRUCTURAL FF GLOVES	$194.95
323531	03/13/2026	3450	MES I ACQUISITION INC	VALVE REBUILD KITS	$41.34
323542	03/13/2026	917	OXARC, INC.	HYDROSTATIC TESTING	$228.48
323562	03/13/2026	7872	MES I ACQUISITION INC	REPLACEMENT FAN STRAP	$48.21
323593	03/13/2026	4955	ULINE	SAFETY TAPE	$89.28
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$1,570.61
323598	03/13/2026	4175	WASHINGTON STATE FIRE, FIGHTERS JATC	APPRENTICE 2025 Q2-Q4 TUITION	$1,177.94
				082 - Fire Suppression Subtotal:	**$4,389.55**
090 - Engineering					
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$596.80
323758	03/27/2026	3700	OFFICE DEPOT INC	HAND SOAP	$18.57
				090 - Engineering Subtotal:	**$615.37**
100 - GF-Nondepartmental					
323414	03/05/2026	5112	FIRE PROTECTION SERVICE CORPORATION	MCL - 113129	$776.24
323543	03/13/2026	10512	PACIFIC BACKFLOW SERVICES, PACIFIC BACKFLOW SERVI	TESTING	$75.00
323661	03/27/2026	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2026 HVAC MAINT-MARCH 2026	$526.65
323670	03/27/2026	8297	BENTON CO COMMISSIONERS	BCDC/PROB FEES FEB 2026 (26.55%)	$225,674.91
323674	03/27/2026	14	BENTON COUNTY	2025 ANNUAL VOTER REGISTRATION	$126,540.05
323677	03/27/2026	84	BENTON PUD NO. 1	ELECTRICITY	$2,475.82
323684	03/27/2026	83	CASCADE NATURAL GAS	GAS SERVICE	$1,675.55

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323700	03/27/2026	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	$620.15
323723	03/27/2026	926	GORDON THOMAS HONEYWEL GOVERNMENTAL AFFAIRS	LOBBYING SERVICES	$5,150.00
323734	03/27/2026	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - 2026	$5,540.00
323759	03/27/2026	8809	PACIFIC FIRE INSPECTION, SERVICES INC	2026 FIRE SPRINKLER INSPECTION	$315.00
323817	03/27/2026	14	BENTON COUNTY	BENTON COUNTY ELECTIONS/TREASURER 2025	$45,468.72
				100 - GF-Nondepartmental Subtotal:	**$414,838.09**
				Total For Fund 001	**$1,773,729.35**
Fund 102					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$105.33
				000 - Fund Activity Subtotal:	**$105.33**
010 - Fund Activity					
323435	03/13/2026	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	EMBROIDERY OE CLOTHING JUSTIN CROSBY	$64.10
323450	03/13/2026	1817	RADIO SERVICE COMPANY INC	RADIO MAINT AGREEMENT	$443.90
323491	03/13/2026	1775	GRAINGER	CORD REEL SHOPS	$1,233.42
323515	03/13/2026	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - FEBRUARY 2026	$90.21
323556	03/13/2026	957	RANCH & HOME INC	PROPANE FOR CRACK SEALER	$259.47
323576	03/13/2026	923	METROPOLITAN TRANS. COMMISSION	STREET SAVER ANNUAL SUBSCRIPTION	$4,500.00
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$275.18
323602	03/13/2026	10694	WEATHERNET, NARWHAL MET LLC	WEATHER SERVICE - MARCH 2026	$595.00
323611	03/13/2026	4578	ZUMAR INDUSTRIES INC	SIGN BLANKS	$2,565.50
				010 - Fund Activity Subtotal:	**$10,026.78**
110 - Traffic					
323428	03/13/2026	1235	AM SIGNAL LLC	OPTICOM EQUIPMENT FOR EMERGENCY VEHICLE DETECTION	$8,918.47
323465	03/13/2026	417	KAR-GOR INC	REPLACEMENT SIGNS FOR STEPTOE AND ARROWHEAD,	$2,292.42
323491	03/13/2026	1775	GRAINGER	INSULATED TOOLS, SOCKETS AND GALVANIZING	$1,736.32
323515	03/13/2026	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - FEBRUARY 2026	$90.21
323517	03/13/2026	78	KENNEWICK INDUSTRIAL & ELEC	PVC PARTS	$416.10
323551	03/13/2026	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	PVC PARTS	$19.20
323566	03/13/2026	680	SIERRA ELECTRIC, INC.	HELP WITH SIGNAL WORK AND TROUBLESHOOTING	$480.90
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$286.50
323677	03/27/2026	84	BENTON PUD NO. 1	ELECTRICITY	$29,075.66
				110 - Traffic Subtotal:	**$43,315.78**
				Total For Fund 102	**$53,447.89**
Fund 104					
010 - Fund Activity					
323452	03/13/2026	466	CENTRAL PAVING LLC	P2515 PAY EST 3 FINAL	$750.00
323584	03/13/2026	172	THE TRI-CITY HERALD	INVITATION TO BID P2606-26 BST SEAL COAT	$681.22
				010 - Fund Activity Subtotal:	**$1,431.22**
				Total For Fund 104	**$1,431.22**
Fund 106					
010 - Fund Activity					
323581	03/13/2026	8	TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS	$7,957.81
323594	03/13/2026	30	VERIZON NORTHWEST	BIPIN CELL PHONES	$115.14
323695	03/27/2026	6375	COMPUNET INC	BIPIN EXAGRID RENEWAL 2026-2027	$72,464.99
323709	03/27/2026	7621	ENVIRONMENTAL SYSTEMS, RESEARCH INSTITUTE INC.	ARCGIS PRO STANDARD SINGLE USER MAINTENANCE - BIPI	$1,000.96
323790	03/27/2026	8	TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS	$7,957.81
				010 - Fund Activity Subtotal:	**$89,496.71**
				Total For Fund 106	**$89,496.71**
Fund 107					
130 - CDBG					
323442	03/13/2026	4125	BENTON-FRANKLIN TITLE CO.	DEED OF TRUST RECORDING FEE 2K26-06	$311.94
323585	03/13/2026	1233	THORNWORKS LLC	PARTIAL PAYMENT 2K26-03-REHAB C.HOLLE	$37,150.85
323690	03/27/2026	100	CITY OF RICHLAND	SEPTEMBER CLOUDBURST BILLING FOR CDBG PORTION ONLY	$192.50
323738	03/27/2026	1163	KENNEWICK HOUSING AUTHORITY	CHIP: KHA INVOICE 9	$33,923.84
323794	03/27/2026	1233	THORNWORKS LLC	PARTIAL PAYMENT 2K26-05-REHAB J.WILKINSON	$29,648.00
				130 - CDBG Subtotal:	**$101,227.13**
				Total For Fund 107	**$101,227.13**
Fund 111					
010 - Fund Activity					
323580	03/13/2026	4174	TAYLOR, JEREMY	CAT REIMBURSEMENT	$380.00
				010 - Fund Activity Subtotal:	**$380.00**
				Total For Fund 111	**$380.00**
Fund 116					
010 - Fund Activity					
323587	03/13/2026	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2026-FEB 2026	$28,876.99

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323618	03/19/2026	73761	TRI-CITIES VISITOR & CONV. BUR	TOURISM PROMOTION AREA DISTRIBUTION	$55,005.26
				010 - Fund Activity Subtotal:	**$83,882.25**
				Total For Fund 116	**$83,882.25**
Fund 117					
042 - City Attorney					
323532	03/13/2026	1048	MICHELLE ALEXANDER	MILEAGE REIMBURSEMENT - M ALEXANDER (JAN-FEB 2026)	$294.35
323554	03/13/2026	3467	PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE (FEBRUARY 2026)	$17.50
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$71.97
323604	03/13/2026	853	WEST GROUP PAYMENT CENTER	ONLINE SOFTWARE SUBSCRIPTION (FEB 2026)	$972.45
				042 - City Attorney Subtotal:	**$1,356.27**
072 - KPD-Criminal Investigation					
323572	03/13/2026	7685	SPECIAL CONSULTING SERVICES, LLC	UNSOLVED HOMICIDE/MISSING PERSON CASES - FEB 2026	$2,500.00
				072 - KPD-Criminal Investigation Subtotal:	**$2,500.00**
073 - KPD-Patrol					
323553	03/13/2026	4186	PROFORCE LAW ENFORCEMENT	RIFLES	$260.67
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$1,646.57
				073 - KPD-Patrol Subtotal:	**$1,907.24**
				Total For Fund 117	**$5,763.51**
Fund 118					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$61.06
				000 - Fund Activity Subtotal:	**$61.06**
010 - Fund Activity					
EFT	03/20/2026	99990	PAYMENT MANAGEMENT SERVICES	RETURN GRANT FUNDS FOR OTHER ELIGIBLE EXPENSES	$5,390.00
323406	03/05/2026	793	AMANDA DUTT	TRVL REIMB-NW HIDTA SYMPOSIUM FEB 26	$306.46
323407	03/05/2026	1159	AT&T MOBILITY LLC	HIDTA-PHONE BILL	$3,622.02
323408	03/05/2026	10777	CHRISTINE, JULIE KATHLEEN	TRVL REIMB-NW HIDTA SYMPOSIUM FEB 10-12, 2026	$346.11
323409	03/05/2026	10225	DURAN, MATTHEW LAWRENCE	REIMB-PURCHASE LIVE POLL AT MEETING	$132.60
323411	03/05/2026	4147	FEDEX	HIDTA SHIPPING COST	$18.25
323412	03/05/2026	830	IAN WAYNE MCKENZIE	TRVL REIMB-NW HIDTA SYMPOSIUM FEB 26	$458.40
323418	03/05/2026	396	SHAWN ALEXANDER MITCHELL	TRVL REIMB-WEEKLY TRVL TO SUPPORT INITIATIVES	$564.71
323421	03/05/2026	1069	TIMOTHY ROBERT HALVORSEN	TRVL REIMB-NW HIDTA SYMPOSIUM FEB 2026	$358.50
323423	03/05/2026	10001	WEINER, JONATHAN M	REIMB-NNOAC/ONDCP/HDC/NHAC MEETINGS	$2,508.23
323438	03/13/2026	6915	BOYD MANAGEMENT LLC	HIDTA CONFERENCE LODGING-LEAVENWORTH, WA	$22,306.78
323444	03/13/2026	1279	CHRISTOPHER ABOUSSAFY	HIDTA SPEAKER FEE-FEB 10-11TH 2026	$1,287.00
323455	03/13/2026	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	$6,629.47
323473	03/13/2026	1225	DIRECTV ENTERTAINMENT HOLDINGS LLC	057341636X260121 - HIDTA DIRECTV	$141.99
323475	03/13/2026	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	$8,910.63
323477	03/13/2026	11026	ELIZABETH POWELL	NW HIDTA PUBLIC HEALTH	$5,575.06
323479	03/13/2026	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323484	03/13/2026	4147	FEDEX	HIDTA SHIPPING COST	$39.19
323487	03/13/2026	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323503	03/13/2026	830	IAN WAYNE MCKENZIE	NW HIDTA OPERATIONS MANAGER	$5,406.03
323535	03/13/2026	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	$4,506.72
323560	03/13/2026	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	$5,754.92
323564	03/13/2026	396	SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323603	03/13/2026	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	$10,481.00
323606	03/13/2026	1278	WILLIAM CHESTER LOUCKS JR.	HIDTA-INSTRUCTOR FEE-26 HIDTA COMMANDER SYMPOSIUM	$2,028.87
323653	03/27/2026	1292	300 FIFTH AVENUE LLC	015427-APRIL 2026 - HIDTA LEASE	$22,774.79
323687	03/27/2026	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	$6,629.47
323704	03/27/2026	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	$8,910.63
323706	03/27/2026	11026	ELIZABETH POWELL	NW HIDTA PUBLIC HEALTH	$5,575.06
323710	03/27/2026	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323722	03/27/2026	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323731	03/27/2026	830	IAN WAYNE MCKENZIE	NW HIDTA OPERATIONS MANAGER	$5,406.03
323749	03/27/2026	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	$4,506.72
323773	03/27/2026	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	$5,754.92
323776	03/27/2026	396	SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	$4,506.72
323788	03/27/2026	7988	T-MOBILE USA, INC	HIDTA-FEB T-MOBILE	$491.20
323812	03/27/2026	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	$10,481.00
				010 - Fund Activity Subtotal:	**$184,343.08**
				Total For Fund 118	**$184,404.14**
Fund 300					
010 - Fund Activity					
323478	03/13/2026	182	ELLISON EARTHWORKS LLC	P2319 PAY EST 4	$148,681.76
323575	03/13/2026	2430	STONEWAY ELECTRIC SUPPLY	LED LUMINAIRES AND PHOTOCELLS	$50,931.13

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323617	03/19/2026	435	CITY OF PASCO	REGIONAL CENTERS SALES & USE TAX	$187,671.22
323689	03/27/2026	435	CITY OF PASCO	2025 TRUE-UP ANIMAL SHELTER BUILDING EXPENSES	$11,032.10
				010 - Fund Activity Subtotal:	**$398,316.21**
160 - Land & Facilities					
323499	03/13/2026	8977	HERITAGE PROF LANDSCAPING INC	LANDSCAPING CENTRAL GREENBELT	$6,833.73
323549	03/13/2026	1174	PBS ENGINEERING &, ENVIRONMENTAL	ENGINEERING SERVICES - COLUMBIA PARK DOCK REHAB	$2,891.75
323566	03/13/2026	680	SIERRA ELECTRIC, INC.	BLOCK HEATERS	$9,304.50
323766	03/27/2026	1145	PROGUARD FENCE INC	CO 1 COLUMBIA PARK DOG PARK INSTALLATION	$59,299.60
323778	03/27/2026	680	SIERRA ELECTRIC, INC.	MUSCO PANEL RE-LOCATION	$6,168.00
				160 - Land & Facilities Subtotal:	**$84,497.58**
170 - Capital Purchases					
323800	03/27/2026	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	$11,757.20
				170 - Capital Purchases Subtotal:	**$11,757.20**
				Total For Fund 300	**$494,570.99**
Fund 303					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$79.20
				000 - Fund Activity Subtotal:	**$79.20**
010 - Fund Activity					
323433	03/13/2026	501	APOLLO, INC.	P2011 PAY EST 9 FINAL	$22,227.93
323509	03/13/2026	4713	J-U-B ENGINEERS INC	COLUMBIA CENTER BLVD WIDENING	$35,096.78
				010 - Fund Activity Subtotal:	**$57,324.71**
				Total For Fund 303	**$57,403.91**
Fund 402					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$614.08
323612	03/19/2026	99993	AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2505912	$96.17
323613	03/19/2026	99993	AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2406188	$24.32
323614	03/19/2026	99993	AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2504217	$100.00
323615	03/19/2026	99993	AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2507432	$550.00
323616	03/19/2026	99993	AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2506115	$98.00
323784	03/27/2026	70794	STATE OF WASHINGTON DSHS	GEMT- PROVIDER OVERPAYMENT NOTICE #2	$194,980.25
				000 - Fund Activity Subtotal:	**$196,462.82**
010 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$32,956.17
323434	03/13/2026	1121	ARMANDO FARIAS	REIMB. BOOKS - MEDIC SCHOOL	$338.68
323446	03/13/2026	3495	BOUND TREE MEDICAL LLC	IV & GENERAL MEDICAL SUPPLIES	$2,884.63
323451	03/13/2026	7715	CARDINAL HEALTH 411, INC	MEDICATIONS	$945.22
323488	03/13/2026	5823	GALLS, LLC	PANTS - SIZE RUN	$5,886.07
323497	03/13/2026	222	HEFFNER, MICHAEL	REIMB. AIRFARE - FSEDI CONFERENCE	$489.10
323520	03/13/2026	4244	L N CURTIS & SONS	STRUCTURAL FF GLOVES	$169.99
323525	03/13/2026	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	$3,708.46
323542	03/13/2026	917	OXARC, INC.	OXYGEN	$624.51
323556	03/13/2026	957	RANCH & HOME INC	PROPANE	$13.98
323582	03/13/2026	7618	TELEFLEX LLC	IV & GENERAL MEDICAL SUPPLIES	$2,858.70
323589	03/13/2026	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL FEE	$15.37
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$1,160.88
323597	03/13/2026	258	WASHINGTON FIRE CHIEFS	2026 MEMBERSHIP DUES	$1,910.17
323610	03/13/2026	6869	ZOLL MEDICAL CORPORATION	CREDIT - ZOLL PAPER & SENSORS	$1,354.16
323680	03/27/2026	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	$774.99
323688	03/27/2026	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	$50.89
323743	03/27/2026	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	$1,140.70
323782	03/27/2026	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS3 STATION SUPPLIES	$1,101.11
323815	03/27/2026	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	$6,898.47
				010 - Fund Activity Subtotal:	**$65,282.25**
				Total For Fund 402	**$261,745.07**
Fund 403					
010 - Fund Activity					
10004	03/02/2026	70016	U.S. BANK	MERCHANT FEES	$1,644.03
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$483.29
				010 - Fund Activity Subtotal:	**$2,127.32**
				Total For Fund 403	**$2,127.32**
Fund 405					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$69.97
				000 - Fund Activity Subtotal:	**$69.97**

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
010 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$6,339.69
323464	03/13/2026	1276	CORTEZ FENCING LLC	P2524 PAY EST 1 FINAL	$23,369.69
323490	03/13/2026	1110	GEOSYNTEC CONSULTANT, INC	7TH AVE & CHERRY BLOSSOM STORM	$11,048.50
323491	03/13/2026	1775	GRAINGER	SAFETY GLOVES	$5.86
323492	03/13/2026	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM ORDER - TIM HAZEN	$147.00
323547	03/13/2026	300	PASCO MACHINE CO INC	TV CAMERA REPAIR	$101.18
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$308.67
323665	03/27/2026	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE CLOTHING - ATOMIC EMBROIDERY FOR KEITH WALKER	$16.32
323758	03/27/2026	3700	OFFICE DEPOT INC	MISC OFFICE SUPPLIES	$34.40
323810	03/27/2026	164	WA STATE DEPARTMENT OF ECOLOGY	PERMIT FEES - STORMWATER PHASE 2 - FY 2026	$36,505.00
323814	03/27/2026	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC-JAN 2026	$84.22
				010 - Fund Activity Subtotal:	$77,960.53
				Total For Fund 405	$78,030.50
Fund 406					
010 - Fund Activity					
323737	03/27/2026	75668	KENNEWICK GOLF CORPORATION	2025 INCENTIVE MNGMT FEE	$10,069.50
				010 - Fund Activity Subtotal:	$10,069.50
				Total For Fund 406	$10,069.50
Fund 410					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$76.05
323727	03/27/2026	865	HD FOWLER COMPANY INC	INV 300 HD FOWLER	$3,953.28
				000 - Fund Activity Subtotal:	$4,029.33
010 - Fund Activity					
EFT	03/13/2026	6441	MERRELL BROTHERS INC	P2209 PAY EST 17	$1,646,434.08
EFT	03/20/2026	2900	U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRIC	P2508 USACE SECTION 106 REVIEW	$5,000.00
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$103,101.53
323414	03/05/2026	5112	FIRE PROTECTION SERVICE CORPORATION	WFP - 10128	$334.76
323426	03/13/2026	9628	ADAPCO LLC, AZELIS US HOLDING INC	MIDGE FLY PESTICIDE	$2,144.26
323427	03/13/2026	1227	ALLWEST TESTING & ENGINEERING INC	P1905 MATERIAL TESTING	$2,165.00
323430	03/13/2026	8808	AMERICAN SAFETY INC	CERTIFIED ASBESTOS SUPERVISOR REFRESHER FOR A.BOLT	$400.00
323431	03/13/2026	2738	ANATEK LABS INC	BIOSOLIDS TESTING	$949.00
323432	03/13/2026	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	FLAME SENSOR	$253.13
323435	03/13/2026	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	SCREENPRINT/EMBROIDERY OE CLOTHING G MESSENGER	$214.16
323445	03/13/2026	9733	BNSF RAILWAY COMPANY	W/S GENERAL ADMIN - W/S ROW PERMANENT #100665	$100.00
323463	03/13/2026	13	CORE & MAIN LP	BREAKAWAY FLANGE FOR CLOW 2500 FIRE HYDRANT	$2,236.19
323466	03/13/2026	2966	CULBERT CONSTRUCTION INC	P1905 PAY EST 3	$657,539.65
323468	03/13/2026	8116	D&D TELECOMMUNICATIONS, PROPERTIES, LLC	INSPIRATION POINT -MARCH 2026	$782.87
323484	03/13/2026	4147	FEDEX	SHIPPNG EXPENSES	$131.08
323485	03/13/2026	86	FERGUSON ENTERPRISES INC	GASKETS FOR 3" METER REPLACEMENTS	$2,995.04
323492	03/13/2026	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM ORDER - TREVOR BRAIN	$116.51
323493	03/13/2026	7234	GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	WY 2025 ASR	$13,785.00
323494	03/13/2026	4727	HASA INC	WTP & RC5 CHEMICALS - SODIUM HYPOCHLORITE	$9,015.61
323495	03/13/2026	1178	HAZEN AND SAWYER, DPC	RANNEY WELL COLLECTOR 5	$56,575.33
323496	03/13/2026	865	HD FOWLER COMPANY INC	MATERIALS TO REPLACE AC LINE GOING ACROSS EDISON	$3,044.25
323504	03/13/2026	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	COLD MIX FOR MISC ASPHALT PATCHES FROM WATER LEAKS	$1,551.69
323509	03/13/2026	4713	J-U-B ENGINEERS INC	ZONE 2 E OLYMPIA TRANSMISSION	$68,861.50
323510	03/13/2026	692	JACOB HICKMAN	UNIFORM ALLOWANCE	$174.23
323511	03/13/2026	1106	JEREMY GREENE	UNIFORM ALLOWANCE	$286.04
323514	03/13/2026	669	KELLER ASSOCIATES INC	LESLIE & CLEARWATER LIFT STATION	$6,883.75
323515	03/13/2026	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - FEBRUARY 2026	$92.94
323517	03/13/2026	78	KENNEWICK INDUSTRIAL & ELEC	RUBBER SPLICE ELECTRICAL TAPE	$222.44
323526	03/13/2026	3154	M & M BOLT COMPANY, LLC	PARTS FOR RIVER LEVEE PUMP	$51.76
323534	03/13/2026	484	MILNE NAIL,POWER TOOL & REPAIR	TAPE MEASURES FOR MAINTENANCE TRUCK	$103.41
323537	03/13/2026	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES	$1,738.87
323539	03/13/2026	4748	NORTH COAST ELECTRIC COMPANY	PLANTS VOLT METER MAGNET	$59.88
323555	03/13/2026	10453	RAINIER ENVIRONMENTAL LAB, ERIC TOLLEFSON	PERMIT TESTING ACUTE TOXICITY TEST	$1,900.00
323584	03/13/2026	172	THE TRI-CITY HERALD	INVITATION TO BID P2609-26 WWTP BIOSOLIDS REMOVAL	$457.89
323592	03/13/2026	17	TWIN CITY METALS INC	STEEL TO BUILD PIPE STANDS FOR LARGE METER SETS	$32.64
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$3,385.99
323655	03/27/2026	8802	A1 TRUCK WASH	ACID WASH TRUCK BEFORE SERVICE	$108.90
323658	03/27/2026	1227	ALLWEST TESTING & ENGINEERING INC	P1905 MATERIAL TESTING	$4,170.00
323659	03/27/2026	2738	ANATEK LABS INC	PFAS SAMPLING	$5,045.00
323661	03/27/2026	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2026 HVAC MAINT-MARCH 2026	$1,411.57
323665	03/27/2026	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	EMBROIDERY OE CLOTHING TREVOR BRAIN	$16.32

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323668	03/27/2026	4052	BATTERIES PLUS	LIFT STATION UPS BATTERIES	$298.12
323675	03/27/2026	94	BENTON COUNTY TREASURER	2026 PROPERTY TAXES	$6,150.75
323676	03/27/2026	93	BENTON FRANKLIN DISTRICT, HEALTH	BAC T SAMPLING	$3,600.00
323677	03/27/2026	84	BENTON PUD NO. 1	ELECTRICITY	$83,204.31
323679	03/27/2026	9733	BNSF RAILWAY COMPANY	8" WATERLINE @ EDISON/CLEVELAND LEASE AGMNT 236369	$1,230.00
323684	03/27/2026	83	CASCADE NATURAL GAS	GAS SERVICE	$3,030.86
323695	03/27/2026	6375	COMPUNET INC	WATER TREATMENT - CISCO SWITCHES NASPO	$5,756.00
323696	03/27/2026	4853	CONNELL OIL INC, 76 DISTRIBUTING	OIL FOR GEAR BOXES	$133.62
323707	03/27/2026	9032	ENDRESS + HAUSER INC	NEW RADAR LEVEL SENSOR FOR COLUMBIA GARDENS	$1,985.43
323711	03/27/2026	9431	FAIRBANK EQUIPMENT	NOZZLE FOR SPRAYING PESTICIDE	$6.72
323714	03/27/2026	86	FERGUSON ENTERPRISES INC	BOXES AND LIDS FOR ZONE 3 AIR RELIEFS	$32,944.83
323724	03/27/2026	1775	GRAINGER	REPLACEMENT BULBS FOR OUTSIDE BUILDING LIGHTS	$1,180.50
323726	03/27/2026	4727	HASA INC	WTP CHEMICALS - SODIUM HYPOCHLORITE	$9,164.03
323727	03/27/2026	865	HD FOWLER COMPANY INC	GASKET FOR RIVER LEVEE PUMP	$173.22
323732	03/27/2026	9099	IDEXX DISTRIBUTION INC	FECAL LAB SUPPLIES	$2,190.67
323734	03/27/2026	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - 2026	$537.00
323739	03/27/2026	78	KENNEWICK INDUSTRIAL & ELEC	REPAIR PARTS FOR SERVICE LINE FEEDING KAC	$124.76
323741	03/27/2026	791	LAMPSON INTERNATIONAL LLC	CRANE TO PULL RIVER LEVEE PUMP	$952.00
323744	03/27/2026	3154	M & M BOLT COMPANY, LLC	NEW BOLTS FOR RIVER LEVEE PUMP	$319.62
323750	03/27/2026	1355	MOTION INDUSTRIES INC	BEARINGS FOR FEACL BATH	$704.32
323751	03/27/2026	6624	MOUNT'S LOCK, KEY & ENGRAVING, INC.	KEY PORTABLE GENERATOR FOR AMON	$25.84
323754	03/27/2026	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES	$302.63
323755	03/27/2026	5532	NORCO, INC.	WIRE FOR THE SHOP WELDER	$61.81
323756	03/27/2026	6668	NW CONSTRUCTION SUPPLY	SONOTUBE TO FORM CONCRETE AROUND VALVE CANS	$107.03
323757	03/27/2026	4217	O'REILLY AUTO PARTS	WD-40 FOR THE ROOT SAWS	$57.07
323758	03/27/2026	3700	OFFICE DEPOT INC	MISC OFFICE SUPPLIES	$29.23
323759	03/27/2026	8809	PACIFIC FIRE INSPECTION, SERVICES INC	2026 FIRE SPRINKLER INSPECTION	$245.00
323762	03/27/2026	3458	PARAMOUNT COMMUNICATIONS INC	FIBER INSTALLATION WASTEWATER 90% PAYMENT	$8,353.54
323763	03/27/2026	1040	PARAMOUNT SUPPLY COMPANY	GASKET FOR POLY ALUM TANK	$279.72
323769	03/27/2026	957	RANCH & HOME INC	PROPANE, PARTS CLEANER, GREASE GUN	$740.42
323778	03/27/2026	680	SIERRA ELECTRIC, INC.	SOFT START REPLACEMENT 19TH AND OLY	$1,441.93
323789	03/27/2026	4379	TACOMA SCREW PRODUCTS INC, ACCTS RECEIVABLE	SCREWS FOR BRUSH HEADS ON INT SYSTEM	$44.53
323793	03/27/2026	172	THE TRI-CITY HERALD	BID ADVERTISEMENT RFB 26-007 HEADWORKS SCREENS	$1,235.36
323795	03/27/2026	6270	TRI-CITY SIGN & BARRICADE	WHITE LOCATE PAINT	$147.79
323801	03/27/2026	787	UNIVAR USA INC.	WTP CHEMICALS - POLYALUMINUM CHLORIDE	$14,331.92
323802	03/27/2026	3564	US LINEN AND UNIFORM	LINEN SERVICE-FEB26	$163.20
323804	03/27/2026	3881	UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	$270.48
323805	03/27/2026	1118	VEGA AMERICAS INC	ASR NITROGEN PRESSURE GAUGE	$744.36
323809	03/27/2026	164	WA STATE DEPARTMENT OF ECOLOGY	BIOSOLIDS ANNUAL PERMIT FEE	$9,289.14
323814	03/27/2026	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC-JAN 2026	$522.91
				010 - Fund Activity Subtotal:	**$2,795,952.94**
				Total For Fund 410	**$2,799,982.27**
Fund 501					
000 - Fund Activity					
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$91.74
323461	03/13/2026	4853	CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	$2,268.23
323502	03/13/2026	8711	HUGHES FIRE EQUIPMENT INC	INV 700 HUGHES FIRE	$1,009.82
323541	03/13/2026	4217	O'REILLY AUTO PARTS	O'REILLY MASTERPRO 22 INCH WIPER BLADES	$70.67
323548	03/13/2026	6241	PASCO TIRE FACTORY INC	INV 800 TIRES	$3,872.12
323752	03/27/2026	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	$152.27
323757	03/27/2026	4217	O'REILLY AUTO PARTS	INV 700 O'REILLY	$417.03
323797	03/27/2026	9405	TRUCKPRO LLC SIX STATES, TRUCKPRO HOLDING CORP	INV 700 TRUCK PRO	$2,046.43
				000 - Fund Activity Subtotal:	**$9,928.31**
010 - Fund Activity					
323405	03/05/2026	1247	ALLEN PARTNERS LLC	BLACK LINE VEH 3909	$102.00
323459	03/13/2026	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	$24,516.12
323469	03/13/2026	591	DANA SAFETY SUPPLY	VEHICLE UPFIT ACCESSORIES POLICE VEHS 7600-7603	$21,774.58
323491	03/13/2026	1775	GRAINGER	JUMBO DEBRIS PAN	$23.65
323500	03/13/2026	8572	HIGH DESERT MAINTENANCE INC	SHELF FABRICATION	$325.61
323502	03/13/2026	8711	HUGHES FIRE EQUIPMENT INC	COLOR TAGS VEH 2802	$2,683.40
323512	03/13/2026	3363	JIM'S PACIFIC GARAGES INC	SEAT BELT-WST VEH 5100	$83.33
323521	03/13/2026	1267	PETERS & KEATTS WA LLC	VEHICLE 4507 2025 PETERBILT WATER TRUCK	$125,810.00
323529	03/13/2026	195	MCLOUGHLIN & EARDLEY, INC, SIRENNET.COM	LED LAMPS VEH 4506	$7,352.82
323530	03/13/2026	3284	MEL'S INTER-CITY TOWING	C CLASS TOW VEH 4510	$367.20
323536	03/13/2026	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	NAPA ANTIFREEZE VEH 7502	$170.45
323541	03/13/2026	4217	O'REILLY AUTO PARTS	WIPER BLADE VEH 3806	$507.55

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323545	03/13/2026	6603	PAPE MACHINERY INC	OIL GAUGES VEH 0055	$2,179.22
323546	03/13/2026	981	PARTSTREE.COM	VEH MOPK PARTS	$311.34
323548	03/13/2026	6241	PASCO TIRE FACTORY INC	FLAT REPAIR VEH 0059	$6,482.99
323557	03/13/2026	3803	RDO EQUIPMENT	DOOR REPLACEMENT & INSTALL VEH 4316	$2,179.91
323558	03/13/2026	3803	RDO EQUIPMENT	PARTS VEH 3403	$1,484.79
323570	03/13/2026	9499	SOUNDOFF SIGNAL GSA, EMERGENCY TECHNOLOGY INC	OBSERVE LED DOMELIGHT VEH 7310	$24,181.89
323573	03/13/2026	1156	SPOKANE HOUSE OF HOSE, INC.	16M3K GATES HOSE VEH 5100	$385.18
323591	03/13/2026	10779	TRUCKVAULT INC	TRUCKVAULT CUSTOM VAULT POLICE VEHS 7600-7603	$19,838.00
323593	03/13/2026	4955	ULINE	PACKING STATION KEYBOARD TRAY	$126.51
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$168.10
323595	03/13/2026	5777	CLEARWATER VICS PROFESSIONAL AUTOMOTIVE PAINT DIST	CONVEX MIRROR VEH 5100	$31.98
323655	03/27/2026	8802	A1 TRUCK WASH	DUMP TRUCK / ACID WASH VEH 4701	$375.72
323660	03/27/2026	1166	ANR GROUP INC	VEHICLE UPLIFT TECH.	$1,199.70
323662	03/27/2026	5557	APPLIED CONCEPTS INC	STALKER RADARS POLICE VEHS 7600-7603	$7,598.59
323663	03/27/2026	5050	ARG INDUSTRIAL	FITTINGS VEH 6200	$71.90
323664	03/27/2026	2181	ARROW CONSTRUCTION SUPPLY LLC	HOT AIR LANCE VEH 4205	$1,163.18
323666	03/27/2026	4247	AUTOZONE	FLEET ANALYTIC SOFTWARE	$2,013.88
323668	03/27/2026	4052	BATTERIES PLUS	TORO GROOMER BATTERY VEH 3736	$108.75
323683	03/27/2026	3527	CASADAY BEE-LINE SERVICE, & TOWING LLC	FRONT END ALIGNMENT VEH 2002	$156.73
323692	03/27/2026	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	$31,196.57
323698	03/27/2026	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	TRANSMISSION SERVICE VEH 3806	$2,767.08
323701	03/27/2026	591	DANA SAFETY SUPPLY	VEHICLE UPFIT ACCESSORIES POLICE VEHS 7600-7603	$5,574.60
323708	03/27/2026	10299	ENVIRONMENTAL PRODUCTS AND ACCESSORIES LLC	FITTINGS VEH 4612	$175.97
323721	03/27/2026	7860	FTRS, LLC	FUEL TAX REFUND CLAIM JUL-DEC 2025	$1,802.39
323729	03/27/2026	8711	HUGHES FIRE EQUIPMENT INC	ALT REGULATOR VEH 2003	$12,376.43
323735	03/27/2026	2285	JIFFY CAR WASH, INC.	FLEET CAR WASHES FOR FEBRUARY	$652.80
323736	03/27/2026	3363	JIM'S PACIFIC GARAGES INC	FUEL FILTER VEH 6200	$18,442.22
323739	03/27/2026	78	KENNEWICK INDUSTRIAL & ELEC	FITTING VEH 6200	$3.79
323744	03/27/2026	3154	M & M BOLT COMPANY, LLC	HARDWARE VEH 3904	$15.92
323745	03/27/2026	2357	MCCURLEY CHEVROLET INC	STUDS AND HARDWARE VEH 2803	$63.54
323746	03/27/2026	2254	MCMASTER-CARR SUPPLY COMPANY	MAGNETS MULTIPLE VEHICLES	$77.69
323752	03/27/2026	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	ECH SWITCH VEH 0229	$429.86
323757	03/27/2026	4217	O'REILLY AUTO PARTS	FILTERS VEH 3901	$663.65
323760	03/27/2026	8428	PACIFIC GOLF AND TURF INC	SEAT VEH 3910	$431.04
323761	03/27/2026	6603	PAPE MACHINERY INC	VEH 5522 ERROR CODE TROUBLESHOOTING	$212.98
323764	03/27/2026	6241	PASCO TIRE FACTORY INC	TIRES VEH 2802	$6,383.27
323774	03/27/2026	9107	RWC INTERNATIONAL LTD	FILTER VEH 6200	$1,431.29
323781	03/27/2026	1156	SPOKANE HOUSE OF HOSE, INC.	GATES HOSE PROFLEX VEH 0401	$45.98
323783	03/27/2026	1184	STARK DESIGN LLC	PRINTED REFLECTED ID NUMBERS VEH 2501	$88.51
323787	03/27/2026	5320	SWS EQUIPMENT, LLC	BRAKEKIT VEH 4104	$696.19
323796	03/27/2026	9195	TRI-CITY TOOL SOLUTIONS LLC, ANDREW ZOLLER	TOOLS FOR FLEET	$117.50
323799	03/27/2026	4283	TURF STAR - WESTERN	WEAR SHARP TOOTH VEH 3531	$1,285.80
323802	03/27/2026	3564	US LINEN AND UNIFORM	LINEN SERVICE-FEB26	$131.50
323806	03/27/2026	5777	CLEARWATER VICS PROFESSIONAL AUTOMOTIVE PAINT DIST	OIL VEH F630	$23.05
323807	03/27/2026	6105	PASCO VICS - PROFESSIONAL AUTOMOTIVE PAINT DIST	SHOP TOWELS FOR FLEET	$245.03
				010 - Fund Activity Subtotal:	**$339,109.72**
				Total For Fund 501	**$349,038.03**
Fund 502					
000 - Fund Activity					
323420	03/05/2026	3697	SUNWEST SPORTSWEAR, A DIVISION OF US LINEN	INV 200 SUN WEST (LINE ITEM NOTES)	$3,972.94
323474	03/13/2026	7672	DOG WASTE DEPOT, ZW USA INC	INV 200 DOG WASTE BAGS	$1,837.70
323491	03/13/2026	1775	GRAINGER	INV 200 GRAINGER	$288.10
323538	03/13/2026	4770	NETWORK SERVICES COMPANY	INV 200 BETCO SOAP	$707.64
323579	03/13/2026	3697	SUNWEST SPORTSWEAR, A DIVISION OF US LINEN	INV 200 BALL CAPS	$560.36
323686	03/27/2026	8416	CHEMSEARCH, NCH CORPORATION	INV 200 - CHEMSEARCH	$395.18
323694	03/27/2026	175	COLUMBIA BASIN PAPER & SUPPLY	INV 200 URINAL SCREENS	$235.01
323699	03/27/2026	481	CROWN PAPER & JANITORIAL, SUPPLY	INV 200 - TRASH BAGS	$2,725.98
323724	03/27/2026	1775	GRAINGER	INV 200 - GRAINGER	$3,169.85
323743	03/27/2026	8868	LIFE-ASSIST	INV 200 - NITRILE GLOVES	$3,002.88
323782	03/27/2026	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	INV 200 - PAPER TOWELS	$409.18
323791	03/27/2026	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	INV 200 HD SUPPLY	$4,659.25
				000 - Fund Activity Subtotal:	**$21,964.07**
010 - Fund Activity					
323424	03/13/2026	1526	ABADAN	12 COPIER MAINTENANCE - 2026	$1,845.03
323523	03/13/2026	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2026	$1,035.60
323544	03/13/2026	3783	PACIFIC OFFICE AUTOMATION	TROUBLESHOOT SERVICE CITY HALL WIDE FORMAT PRINTER	$239.36

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
323656	03/27/2026	1526	ABADAN	COPIER MAINTENANCE - 2026	$222.49
323742	03/27/2026	6743	LEAF CAPITAL FUNDING LLC	LEAF COPIER LEASE - 2026	$1,963.85
				010 - Fund Activity Subtotal:	**$5,306.33**
				Total For Fund 502	**$27,270.40**
Fund 503					
000 - Fund Activity					
EFT	03/11/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$60.00
EFT	03/12/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$30.00
EFT	03/16/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$30.00
EFT	03/23/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$30.00
EFT	03/25/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$15.00
EFT	03/27/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$15.00
EFT	03/27/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$15.00
EFT	03/27/2026	167	WA STATE DEPT OF REVENUE	FEBRUARY 2026 EXCISE TAX	$0.03
EFT	03/30/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$15.00
EFT	03/30/2026	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	$15.00
				000 - Fund Activity Subtotal:	**$225.03**
010 - Fund Activity					
323436	03/13/2026	1251	BAT-ERDENE CHAGNAA	P2521 PAY EST 2 FINAL	$76,523.10
323462	03/13/2026	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	TYPE 2 DIRECT BURIAL POLE, 88W LED, J-BOX AND LID	$8,053.54
323472	03/13/2026	2029	DEPARTMENT OF ENTERPRISE SERVICES DES		$350.00
323486	03/13/2026	81	FNS COLLISION GROUP LLC		$10,894.98
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	$38.38
323605	03/13/2026	2368	WESTERN SYSTEMS INC	CLRWATER-JOHNSON RRFB SET UP ON PLECO POLE AND BAS	$18,958.95
323657	03/27/2026	8615	ADVANCED TRAFFIC PRODUCTS INC	IDS2 PUSH BUTTON	$532.83
323693	03/27/2026	2899	COLUMBIA BASIN HEARING CENTER, LLC	HEARING EXAM	$15,000.00
323716	03/27/2026	81	FNS COLLISION GROUP LLC	KPD-VEHICLE REPAIR-34057-7312-10254 FRM	$15,808.04
323719	03/27/2026	409	FRONTIER FENCE INC	COLUMBIA PARK AND EDISON FENCE REPAIR	$2,339.20
323725	03/27/2026	519	H&L AUTO GLASS LLC		$953.63
323770	03/27/2026	3803	RDO EQUIPMENT		$2,789.22
323778	03/27/2026	680	SIERRA ELECTRIC, INC.	DAMAGED STREETLIGHT	$845.06
				010 - Fund Activity Subtotal:	**$153,086.93**
				Total For Fund 503	**$153,086.96**
Fund 611					
010 - Fund Activity					
323410	03/05/2026	5685	ECKERT, NANCY	LEOFF 1 PENSION	$1,882.02
323413	03/05/2026	6700	PURDY, PAULA	LEOFF 1 PENSION	$1,201.55
323415	03/05/2026	145	REMUS, LARRY J	LEOFF 1 PENSION	$1,152.33
323417	03/05/2026	148	SHAW, LEONARD	LEOFF 1 PENSION	$848.04
323419	03/05/2026	150	SLEATER, LARRY L	LEOFF 1 PENSION	$1,859.45
323705	03/27/2026	5685	ECKERT, NANCY	LEOFF 1 PENSION	$1,882.02
323768	03/27/2026	6700	PURDY, PAULA	LEOFF 1 PENSION	$1,201.55
323772	03/27/2026	145	REMUS, LARRY J	LEOFF 1 PENSION	$1,152.33
323775	03/27/2026	148	SHAW, LEONARD	DEATH BENEFITS	$1,000.00
323779	03/27/2026	150	SLEATER, LARRY L	LEOFF 1 PENSION	$1,859.45
				010 - Fund Activity Subtotal:	**$14,038.74**
				Total For Fund 611	**$14,038.74**
Fund 612					
010 - Fund Activity					
323448	03/13/2026	185	BUCK, GARY E	1010-MEDICARE PART B	$202.90
323476	03/13/2026	1894	EASLING, CONNIE	1010-MEDICARE PART B	$202.90
323480	03/13/2026	41	FARNKOFF, ROBERT C	1010-MEDICARE PART B	$202.90
323483	03/13/2026	58	FEARING, DOUG	1010-MEDICARE PART B	$202.90
323498	03/13/2026	455	HEIMBIGNER, MICHAEL	1010-MEDICARE PART B	$202.90
323513	03/13/2026	3891	JOPLIN, ALAN	1010-MEDICARE PART B	$202.90
323519	03/13/2026	60	KRAFT, JAMES	1010-MEDICARE PART B	$202.90
323528	03/13/2026	52	MAPLETHORPE, JOHN G., JR	1010-MEDICARE PART B	$202.90
323540	03/13/2026	142	O'HAIR, RONALD L	1010-MEDICARE PART B	$202.90
323559	03/13/2026	145	REMUS, LARRY J	1010-MEDICARE PART B	$394.89
323563	03/13/2026	148	SHAW, LEONARD	1010-MEDICARE PART B	$7,659.50
323568	03/13/2026	150	SLEATER, LARRY L	1010-MEDICARE PART B	$202.90
323569	03/13/2026	1199	KRISTI SMITH	ADMIN/CONSULTING FEES FEBRUARY 2026	$1,232.40
323571	03/13/2026	66	SOUTHWICK, JOHN J., JR.	1010-MEDICARE PART B	$202.90
323590	03/13/2026	1318	TRIPP, GREG	1010-MEDICARE PART B	$202.90
323596	03/13/2026	8584	WAGNER, BRIAN	1010-MEDICARE PART B	$196.90
323601	03/13/2026	9944	WATERS, DENNIS	1010-MEDICARE PART B	$202.90

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION		AMOUNT
323609	03/13/2026	9776	YADEN, MARK	1010-MEDICARE PART B		$202.90
323775	03/27/2026	148	SHAW, LEONARD	1030- REIMB FEB 1-15 2026		$7,436.00
					010 - Fund Activity Subtotal:	$19,760.29
					Total For Fund 612	$19,760.29
Fund 642						
000 - Fund Activity						
323673	03/27/2026	14	BENTON COUNTY	FEB 2026 METRO OT REIMBURSEMENT		$1,132.62
323689	03/27/2026	435	CITY OF PASCO	JAN 2026 METRO OVERTIME REIMB 5 HRS M.GRIFFIN		$496.58
323691	03/27/2026	1516	CITY OF WEST RICHLAND	JAN 2026 METRO OT		$1,172.19
323816	03/27/2026	14	BENTON COUNTY	JAN 2026 METRO OT REIMBURSEMENT		$1,544.48
					000 - Fund Activity Subtotal:	$4,345.87
010 - Fund Activity						
323594	03/13/2026	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES		$76.76
323692	03/27/2026	1310	COLEMAN OIL COMPANY	METRO UC VEH FUEL		$37.83
323700	03/27/2026	7711	CULLIGAN WATER CONDITIONING	METRO-WATER DELIVERY		$55.76
323798	03/27/2026	457	TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (MAR)		$905.00
323814	03/27/2026	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC-JAN 2026		$158.93
					010 - Fund Activity Subtotal:	$1,234.28
					Total For Fund 642	$5,580.15
Fund 888						
000 - Fund Activity						
EFT	03/17/2026	5000	COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	FEBRUARY 2026 P-CARD		$61,799.79
					000 - Fund Activity Subtotal:	$61,799.79
					Total For Fund 888	$61,799.79
						$6,628,491.12

City of Kennewick
Claims Roster by Fund/Division
3/1/2026 to 3/31/2026

I, Jessica Platt, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due

Jessica Platt

Jessica Platt, Finance Director

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

Check Numbers 323405 through 323817:	$4,712,047.28
Electronic Payments (EFT):	$1,916,443.84
Total	**$6,628,491.12**

City of Kennewick

Claims Roster by Fund/Division

3/1/2026 to 3/31/2026

CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	1,773,729.35
102	STREET FUND	53,447.89
104	TRANSPORT BENEFIT DISTRICT FND	1,431.22
106	BI-PIN OPERATIONS FUND	89,496.71
107	COMMUNITY DEVELOPMENT FUND	101,227.13
111	ASSET FORFEITURE FUND	380.00
116	LODGING TAX FUND	83,882.25
117	CRIMINAL JUSTICE SALES TAX FND	5,763.51
118	HIDTA FIDUCIARY PROGRAM	184,404.14
300	CAPITAL IMPROVEMENTS FUND	494,570.99
303	URBAN ARTERIAL STREET FUND	57,403.91
402	MEDICAL SERVICES FUND	261,745.07
403	BUILDING SAFETY FUND	2,127.32
405	STORMWATER UTILITY FUND	78,030.50
406	COLUMBIA PARK GOLF COURSE FUND	10,069.50
410	WATER AND SEWER FUND	2,799,982.27
501	EQUIPMENT RENTAL FUND	349,038.03
502	CENTRAL STORES FUND	27,270.40
503	RISK MANAGEMENT FUND	153,311.96
611	FIREMENS PENSION FUND	14,038.74
612	OPEB TRUST FUND	19,760.29
642	METRO DRUG FORFEITURE FUND	5,580.15
888	RESIDUAL FUND	61,799.79
	Total:	6,628,491.12

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	3717	AMAZON.COM	IPHONE CASES/CHARGERS - CITY COUNCIL	89.38
CITY COUNCIL	999998	ENERGY COMMUNITIES ALLIA	ECA CONFERENCE - JIM MILLBAUER	850.00
CITY COUNCIL	3554	DELTA AIRLINES	ECA CONFERENCE FLIGHT - JIM MILLBAUER	1,810.00
CITY COUNCIL	7748	PROCARD, TRAVEL INSURANCE POLICY	ECA CONFERENCE FLIGHT INSURANCE - JIM MILLBAUER	122.18
CITY COUNCIL	999998	AUGUSTA MARRIOTT CNV C	ECA CONFERENCE HOTEL - JIM MILLBAUER	1,083.17
CITY COUNCIL	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	WASHINGTON 2040 _ JIM MILLBAUER	39.17
CITY COUNCIL	999998	KIM FETROW PHOTOGRAPHY	DEPARTMENT HEADS AND COUNCIL PHOTOS	1,587.94
CITY COUNCIL	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	REGIONAL CHAMBER LUNCHEON	88.13
CITY COUNCIL	999998	SQ *KENNEWICK MAN & WOMAN	KENNEWICK MAN AND WOMAN OF THE YEAR EVENT	480.00
			City Council Subtotal:	**$6,149.97**
CITY MANAGER	999998	CANVA* I04788-53192729	CANVA SUBSCRIPTION	114.49
CITY MANAGER	999998	OPENAI *CHATGPT SUBSCR	CHATGPT SUBSCRIPTION	21.76
CITY MANAGER	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	REGIONAL CHAMBER LUNCHEON	29.37
CITY MANAGER	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS - DEMO FOR MARKETING	40.23
CITY MANAGER	999998	SQ *KENNEWICK MAN & WOMAN	KENNEWICK MAN AND WOMAN OF THE YEAR EVENT	120.00
CITY MANAGER	3717	AMAZON.COM	OFFICE SUPPLIES	44.59
CITY MANAGER	8196	PROCARD, WF4WASBASSOC	WSBA RECEIPT FOR 2026 LICENSE FEE - LISA BEATON (TRANSACTION FEE)	15.71
CITY MANAGER	732	WSBA - WASHINGTON STATE, BAR ASSOCIATION	WSBA_LICENSELB	628.40
			City Manager Subtotal:	**$1,014.55**
PIO / MARKETING	999998	GOVT SOCIAL MEDIA LLC	TYSON DUERR: GOVT. SOCIAL MEDIA LLC - MEMBERSHIP DUES	99.00
PIO / MARKETING	999998	CCI	JILLIAN HENZE: CONSTANT CONTACT ADV. THROUGH 2/22/2026	451.53
			PIO / Marketing Subtotal:	**$550.53**
RECREATION SERVICES	3717	AMAZON.COM	KCC OFFICE SUPPLIES	87.02
RECREATION SERVICES	3717	AMAZON.COM	SR PROGRAM SUPPLIES	67.46
RECREATION SERVICES	999998	GOTPRINT.COM	SR DROP IN CARDS	32.47
RECREATION SERVICES	3717	AMAZON.COM	SR CLEANING SUPPLIES	100.43
RECREATION SERVICES	3717	AMAZON.COM	KCC SUPPLIES	209.24
RECREATION SERVICES	3717	AMAZON.COM	PRINTER FOR HALEY PINK & KCC OFFICE SUPPLIES	533.76
RECREATION SERVICES	3717	AMAZON.COM	CARTS FOR KCC	609.26
RECREATION SERVICES	3717	AMAZON.COM	KCC PROGRAM SUPPLIES	130.55
RECREATION SERVICES	3717	AMAZON.COM	KCC CLEANING SUPPLIES	13.24
RECREATION SERVICES	999998	FACEBK *AU2UZBZ3B2	FACEBOOK MARKETING	110.68
RECREATION SERVICES	999998	PANDORA FOR BUSINESS B	PANDORA FOR THE PAVILION	32.59
RECREATION SERVICES	999998	ETSY.COM*BROADBAY	YOUTH BASKETBALL AWARD	43.51

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION SERVICES	999998	GREEN CLEANERS	RAGS AND MOP HEAD CLEANING	41.89
RECREATION SERVICES	999998	WA FOOD WORKER CARD	FOOD WORKER PERMIT - SAVANNAH MUNSON	10.00
RECREATION SERVICES	999998	SLING.COM	SLING TV FOR THE PAVILION	60.99
RECREATION SERVICES	6620	STK*SHUTTERSTOCK.COM	SHUTTERSTOCK IMAGES	31.56
RECREATION SERVICES	3717	AMAZON.COM	PHONE CASE/CHARGERS - KPD/JULIA LANG	10.34
			Recreation Services Subtotal:	**$2,124.99**
FACILITIES MAINTENANCE	999998	AFFORDABLE OPENERS	RESTROOM LIGHTS AND LOCKS	368.21
FACILITIES MAINTENANCE	3717	AMAZON.COM	SOUTHRIDGE HUB RR FAN	106.08
FACILITIES MAINTENANCE	999998	DK HARDWARE SUPPLY LLC	MUSEUM DOOR CLOSER	128.25
FACILITIES MAINTENANCE	999998	CSH INCORPORATED	STATION 64 EXHAUST FAN	380.40
FACILITIES MAINTENANCE	999998	STATE MOTOR AND CONTROL	FS#4 COMPRESSOR RELAY	116.20
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	CONVEYANCE CERT RENEWAL FOR PD	370.80
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	CONVEYANCE CERT FEE FOR PD	12.05
FACILITIES MAINTENANCE	3717	AMAZON.COM	DISHWASHER VALVE FOR FIRE	18.99
FACILITIES MAINTENANCE	999998	BEST WESTERN PLUS PARK	HOTEL FOR TRAINING/TRAVEL-D. HENSLEY	403.05
FACILITIES MAINTENANCE	3717	AMAZON.COM	MOLE BAIT TOOL	70.71
FACILITIES MAINTENANCE	3717	AMAZON.COM	2ND MOLE BAIT TOOL	78.32
FACILITIES MAINTENANCE	999998	SQ *ATOMIC SCREENPRINT	2025 UNIFORM ORDERS	386.01
			Facilities Maintenance Subtotal:	**$2,439.07**
ECONOMIC DEVELOPMENT	999998	MARRIOTT WATERFRONT SE	GEORGE RAY: SEATTLE MARRIOTT BOBE SYMPOSIUM/AWARDS CEREMONY	516.21
ECONOMIC DEVELOPMENT	999998	B&H PHOTO 800-606-6969	TYSON DUERR FOR G. RAY: SPIRAL FLUOR. LAMP	14.12
ECONOMIC DEVELOPMENT	999998	INTERNATIONAL TRANSACTION	GEORGE RAY: INTERNATIONAL TRANSACTION FEE CUSTOMAPS DIGITAL 110" X 140" MAP OF KENNEWICK	4.25
ECONOMIC DEVELOPMENT	999998	SP CUSTOMAPS	GEORGE RAY: CUSTOMAPS 110" X 140" DIGITAL CUSTOM MAP OF KENNEWICK	283.39
ECONOMIC DEVELOPMENT	999998	SP CUSTOMAPS	A. MUAI FOR GEORGE RAY: REFUND FOR CANCEL CUSTOMAPS 110" X 140" DIGITAL MAP-KENNEWICK	(283.39)
ECONOMIC DEVELOPMENT	999998	WEDAONLINE.ORG	A. MUAI - GEORGE RAY: 50% CANCEL REFUND FEE-WEDA OLYMPIA CONF. REGIST.	(121.90)
ECONOMIC DEVELOPMENT	5712	AMERICAN AIRLINES	GEORGE RAY: REFUND AIRFARE AMERICAN AIRLINES CANCELLED FLIGHT (CONF.)	(376.28)
ECONOMIC DEVELOPMENT	5712	AMERICAN AIRLINES	GEORGE RAY: REFUND FEE AMERICAN AIRLINES CANCEL. FLIGHT (CONF).	(342.59)
ECONOMIC DEVELOPMENT	999998	EB *2026 BASIC ECONOMI	A. MUAI: CANCEL-REFUND GEORGE RAY GEORGIA TECH COURSE "2026 BASIC ECONOMIC DEVEL."	(750.00)
ECONOMIC DEVELOPMENT	999998	PAYPAL	HISPANIC CHAMBER LUNCHEON - GEORGE RAY	30.00
			Economic Development Subtotal:	**($1,026.19)**
ACCOUNTING	3717	AMAZON.COM	TV WALL MOUNT - FINANCE CONFERENCE ROOM	160.39

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
ACCOUNTING	3700	OFFICE DEPOT INC	RETURNED ENVELOPES	(132.39)
ACCOUNTING	999998	WASHINGTON FINANCE OFF	WFOA MEMBERSHIP DUES-CHRISTINE TUDOR	75.00
ACCOUNTING	999998	BESTBUYCOM807147503600	32" MONITOR FOR TV VAN & 55" MONITOR FOR FINANCE CONF ROOM	250.23
			Accounting Subtotal:	**$353.23**
HUMAN RESOURCES	999998	SPARE TIME LANES	WELLNESS COMMITTEE BOWLING EVENT	952.00
HUMAN RESOURCES	10360	MINUTEMAN PRESS OF KENNEWICK, WESTJAN ENTERPRISES	WE'RE HIRING BUSINESS CARDS	37.73
			Human Resources Subtotal:	**$989.73**
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES-CUSTOMER SERVICE	115.66
			Customer Service Subtotal:	**$115.66**
CODE ENFORCEMENT	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	TONY GOTT: THE HOME DEPOT - RESPIRATOR (M) 1-PK	32.62
			Code Enforcement Subtotal:	**$32.62**
CITY ATTORNEY	999998	IIMC	IIMC ANNUAL MEMBERSHIP FEE - B RALSTON	135.00
CITY ATTORNEY	3717	AMAZON.COM	OFFICE SUPPLIES - REFRIGERATOR & SMALL LEGAL PADS	135.59
CITY ATTORNEY	999998	WSAMA	WSAMA SPRING CONFERENCE 2026 - L SANGUINO	364.00
CITY ATTORNEY	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS FOR AUSTIN MEYER AND LAURENCIO SANGUINO	22.48
			City Attorney Subtotal:	**$657.07**
CITY CLERK	999998	PAYPAL	WMCA ANNUAL CONFERENCE REGISTRATION FEE - B RALSTON	695.00
CITY CLERK	999998	WSU PROF ED	NORTHWEST CLERKS INSTITUTE - PD3 CONFERENCE - B RALSTON	1,578.38
CITY CLERK	999998	LEGACY.COM* LEGAL TRIC	ORDINANCE SUMMARY 26-6166	69.71
CITY CLERK	14	BENTON COUNTY	RECORDING 2026-004096 EASEMENT VACATION RESOLUTION 26-03	313.75
CITY CLERK	999998	IIMC	IIMC CONFERENCE - K JOHNSTON	700.00
CITY CLERK	3242	ALASKA AIRLINES	IIMC CONFERENCE - K JOHNSTON AIRFARE	489.40
			City Clerk Subtotal:	**$3,846.24**
PURCHASING	999998	MRSC.ORG	TRAINING CLASS FOR GRAHAM MODRELL	218.00
PURCHASING	999998	WASHINGTON STATE CHAPT	WASHINGTON INSTITUTE OF PUBLIC PROCUREMENT MEMBERSHIP FOR GRAHAM MODRELL	45.00
PURCHASING	999998	THERMAL PRINTER OUTLET 55	THERMAL PRINTERS FOR UPS LABELS	716.95
			Purchasing Subtotal:	**$979.95**
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	1,347.80
INFORMATION TECHNOLOGY	4169	INTEGO	CAMTASIA MAINTENANCE RENEWAL (2)	135.76
INFORMATION TECHNOLOGY	1566	TYLER TECHNOLOGIES INC	TYLER CONNECT 2026 USER CONF - PAT SPARKS	1,249.00
INFORMATION TECHNOLOGY	1653	TRI-CITIES BATTERY, & AUTO REPAIR	SERVER ROOM UPS BATTERY REPLACEMENT - IT	205.76
INFORMATION TECHNOLOGY	3717	AMAZON.COM	IPHONE CASE - IT	15.22
INFORMATION TECHNOLOGY	999998	FS COM INC	(2) NETWORK SWITCH SFP MODULES	75.07

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	999998	ISC2.ORG	ISC2 MEMBERSHIP - TRACY T	50.00
INFORMATION TECHNOLOGY	999998	ISC2	ISC2 ON-DEMAND SECURITY CONGRESS - TRACY T	119.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	REPLACEMENT HEADSET - PAT	127.95
INFORMATION TECHNOLOGY	3717	AMAZON.COM	CELL PHONE CASE - IT ROBERTO	10.59
INFORMATION TECHNOLOGY	999998	ISC2	ISC2 ON-DEMAND SECURITY CONGRESS - ANTHONY W	119.00
INFORMATION TECHNOLOGY	999998	CDW GOVT #AI2PX4Y	(2) ADOBE PRO - PRORATED LICENSES - IT	50.20
INFORMATION TECHNOLOGY	999998	PROGRESS SOFTWARE - TELE	DEVCRAFT ULTIMATE DEVELOPERS LICENSE - GIS	1,195.71
INFORMATION TECHNOLOGY	1099	LOWE'S HARDWARE	ELECTRICAL PARTS FOR FINANCE CONF ROOM	7.66
INFORMATION TECHNOLOGY	999998	BCM ONE INC	MONTHLY PHONE LINE CHARGES	393.09
INFORMATION TECHNOLOGY	999998	WALMART.COM	SNACKS FOR DATA CLASSIFICATION STUDY MEETINGS	433.48
			Information Technology Subtotal:	**$5,535.29**
PLANNING	172	THE TRI-CITY HERALD	A. MUAI: TRI-CITY HERALD PRINT/DIGITAL SUBCRIPT. WED-SUN MAILED	710.35
			Planning Subtotal:	**$710.35**
KPD-ADMINISTRATION	1748	FBI-LEEDA	IA TRAINING FOR COMMANDER	795.00
KPD-ADMINISTRATION	999998	MICROSOFT-G140674218	SUBSCRIPTION	5.71
			KPD-Administration Subtotal:	**$800.71**
KPD-CRIMINAL INVESTIGATION	999998	SIRCHIE ACQUISITION COMPA	EVIDENCE SUPPLIES - ONLY PART OF ORDER CHARGED	276.10
KPD-CRIMINAL INVESTIGATION	11071	COSTCO	TRAIL CAMS FOR INVESTIGATIONS	195.56
KPD-CRIMINAL INVESTIGATION	999998	TARGET 00008300	FIRST QUARTER INVESTIGATIONS-2026	106.00
KPD-CRIMINAL INVESTIGATION	999998	HARBOR FREIGHT TOOLS3048	CASE TO STORE TRAIL CAMS IN FOR INVESTIGATIONS	108.79
KPD-CRIMINAL INVESTIGATION	999998	COSTCO WHSE #1718	ANOTHER TRAIL CAM FOR INVESTIGATIONS	65.19
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	PHONE CASE/CHARGERS - KPD/JULIA LANG	10.85
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	(3) IPHONE 17 PHONE CASES - KPD CID	32.61
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	IPHONE CASES - KPD CID	63.40
KPD-CRIMINAL INVESTIGATION	999998	SQ *WASHINGTON HOMICIDE I	CID HOMICIDE INVESTIGATION CONFERENCE	1,350.00
KPD-CRIMINAL INVESTIGATION	999998	ADVANCEDPOL	BASIC CRIME SCENE INVESTIGATION COURSE	650.00
KPD-CRIMINAL INVESTIGATION	1775	GRAINGER	EVIDENCE TECH SUPPLY CARTS	384.39
KPD-CRIMINAL INVESTIGATION	1775	GRAINGER	EVIDENCE TECH SUPPLY CART	595.67
KPD-CRIMINAL INVESTIGATION	999998	WSDOT-GOODTOGO OCALA	BRIDGE TOLL FEE	11.90
			KPD-Criminal Investigation Subtotal:	**$3,850.46**
KPD-PATROL	999998	NAMOA	TRAFFIC UNIT ANNUAL TRAINING	820.00
KPD-PATROL	999998	SP CRASH DATA GROUP	TRAFFIC UNIT COLLISION SUBSCRIPTION	1,632.00
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	SWAT NTOA TRAINING MEMBERSHIP	35.00
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	NEW SERGEANT SUPERVISOR TRAINING	319.00
KPD-PATROL	999998	DETECTACHEM INC	DRUG TESTING KITS	224.38
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	SWAT TRAINING CHEMICAL AGENTS	99.00

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	SWAT TRAINING FLASH SOUND	99.00
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	SWAT TRAINING LESS LETHAL PROJECTILES	99.00
KPD-PATROL	3717	AMAZON.COM	DAMAGED PATROL EQUIPMENT REPLACEMENT	179.51
KPD-PATROL	999998	AAA POLICE SUPPLY	MOTOR OFFICER WHEEL PATCH	92.00
KPD-PATROL	999998	STOPTHEBLEED.ORG	PATROL CHEST SEALS	117.29
KPD-PATROL	999998	COPQUEST INC	UNIFORM SERVICE PATCHES	148.66
			KPD-Patrol Subtotal:	**$3,864.84**
KPD-STAFF SERVICES	3717	AMAZON.COM	MONITOR AND KEYBOARD WALL MOUNT - KPD	65.27
KPD-STAFF SERVICES	3717	AMAZON.COM	SURGE PROTECTOR/KVM EXTENDER - KPD	143.60
KPD-STAFF SERVICES	191	LEIRA	AMBER PURSLEY LEIRA MEMBERSHIP RENEWAL	50.00
KPD-STAFF SERVICES	3717	AMAZON.COM	CHAIR SUPPORT FOR IRIS GULLEDGE	35.89
KPD-STAFF SERVICES	999998	HOTELSONE9085331042712	HOTEL RESERVATION FOR TRAINING	1,229.71
KPD-STAFF SERVICES	999998	HOTELSONE9085331042712	CANCELED HOTEL RESERVATION FOR TRAINING	(1,229.71)
KPD-STAFF SERVICES	3717	AMAZON.COM	CELL PHONE ACCESSORIES	56.30
			KPD-Staff Services Subtotal:	**$351.06**
KPD-SPECIAL SERVICES	999998	GALLS	INERT TRAINING DEVICE	103.30
KPD-SPECIAL SERVICES	999998	PAYPAL	NEW OFFICER DUTY JACKETS	613.59
KPD-SPECIAL SERVICES	999998	PAYPAL	REFUND OF EXCESS PAYMENT TO WATERSHED JACKETS	(47.51)
KPD-SPECIAL SERVICES	3717	AMAZON.COM	BINDERS FOR NEW HIRES	37.87
KPD-SPECIAL SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	RANGE SUPPLIES	170.36
KPD-SPECIAL SERVICES	8386	PERF PUBLICATIONS	PROFESSIONAL DUES	250.00
KPD-SPECIAL SERVICES	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	CHIPS YEARS OF SERVICE PLAQUE	73.20
KPD-SPECIAL SERVICES	3883	U R M CASH & CARRY	TRAINING OPERATING SUPPLIES	99.77
KPD-SPECIAL SERVICES	999998	IN *R AND C SWANBY LLC	CHIPS APPRECIATION DINNER	1,224.00
KPD-SPECIAL SERVICES	999998	GALLS	QUARTERMASTER SUPPLIES	26.10
			KPD-Special Services Subtotal:	**$2,550.68**
FIRE ADMINISTRATION	3717	AMAZON.COM	NIGHT STANDS FOR BUNKROOMS	40.23
FIRE ADMINISTRATION	999998	SMART APPLIANCE REPAIR L	STATION 2 WASH MACHINE DIAGNOSIS	60.59
FIRE ADMINISTRATION	999998	FREDS APPLIANCE KENNEWIC	NEW WASH MACHINE STATION 2	794.55
FIRE ADMINISTRATION	5727	COSTCO ANYWHERE CITI VISA	STATION SUPPLIES	552.61
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION SUPPLIES	5.17
FIRE ADMINISTRATION	999998	LA QUINTA MOTOR INNS	HEFFNER LODGING - CHIEFS LEGISLATURE DAY	89.77
FIRE ADMINISTRATION	999998	INTERNATIONAL ASSOCIATION	FIRE SVC EXEC DEV INST - BALTIMORE, MD	810.00
			Fire Administration Subtotal:	**$2,352.92**
FIRE SUPPRESSION	999998	NW POWER EQUIPMENT	CHAINSAW PART	9.24
FIRE SUPPRESSION	945	TRI CITY CLEANERS	UNIFORM SEWING AND REPAIR DODSON	14.69

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE SUPPRESSION	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	HELMET REPAIRS	11.00
FIRE SUPPRESSION	945	TRI CITY CLEANERS	UNIFORM REPAIR KUTROWSKI	1.63
FIRE SUPPRESSION	4169	INTEGO	CAMTASIA RENEWAL	215.42
FIRE SUPPRESSION	3717	AMAZON.COM	IPAD CASE/SCREEN PROTECTOR - M1822	36.86
FIRE SUPPRESSION	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	POWER TOOLS FOR TRAINING OFFICER	971.30
FIRE SUPPRESSION	999998	HARBOR FREIGHT TOOLS3048	AIR COMPRESSOR FOR STATION 64 WILL BECOME A BACK UP FOR FUTURE COMPRESSOR FAILURES.	174.07
			Fire Suppression Subtotal:	**$1,434.21**
FIRE PREVENTION/INVESTIGATION	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	GRANGER ICC CERTIFICATION RENEWAL FOR FIRE INSPECTOR 1& 2 AND FIRE PLANS EXAMINER	150.00
FIRE PREVENTION/INVESTIGATION	999998	FAIRFIELD INN & SUITES	LOVE HOTEL STAY FOR FIRE INVESTIGATOR COURSE @ ALABAMA FIRE COLLEGE	726.12
			Fire Prevention/Investigation Subtotal:	**$876.12**
ENGINEERING	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS FOR MARCIA FUHER	43.50
ENGINEERING	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS FOR AUSTIN MEYER AND LAURENCIO SANGUINO	44.95
ENGINEERING	3717	AMAZON.COM	AMAZON -$12.88 - REFUND OF CABLE	(12.88)
ENGINEERING	3717	AMAZON.COM	AMAZON $45.14 - HEADLAMP	45.14
ENGINEERING	5953	KUKER-RANKEN, INC.	KUKER-RANKEN $758.88 DISTANCE METER	758.88
ENGINEERING	999998	WASHINGTON STATE ASSOC	WSAPT -$50.00 MEMBERSHIP RENEWAL -M.FUHER	50.00
ENGINEERING	3717	AMAZON.COM	AMAZON $190.35 PLOTTER INK	190.35
ENGINEERING	3717	AMAZON.COM	AMAZON $146.70 PLOTTER INK	146.70
ENGINEERING	999998	DOL - PROFESSIONAL LICEN	WSDOL $128.00 PROFESSIONAL LICENSE RENEWAL - S.SZENDRE	128.00
ENGINEERING	999998	LEGACY.COM* LEGAL TRIC	LEGAL NOTICE PUBLIC HEARING LATECOMERS	144.65
ENGINEERING	999998	LEGACY.COM* LEGAL TRIC	PUBLIC HEARING - EASEMENT VACATION RESOLUTION 26-03	75.45
ENGINEERING	999998	LEGACY.COM* LEGAL TRIC	LEGAL NOTICE - CANCELED HEARING LRA	(139.83)
ENGINEERING	999998	LEGACY.COM* LEGAL TRIC	LEGAL NOTICE HEARING - LRA 03-03-2026	144.32
			Engineering Subtotal:	**$1,619.23**
			001 - GENERAL FUND Total:	**$42,173.29**
102 - STREET FUND				
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT FOR JUSTIN CROSBY	163.19
FUND ACTIVITY	999998	HARBOR FREIGHT TOOLS	HARBOR FREIGHT - $83.75 TOOL	83.75
			Fund Activity Subtotal:	**$246.94**
TRAFFIC	999998	ITE-A COMMUNITY OF TRA	ITE $347.00 MEMBERSHIP RENEWAL-M. RODNI	347.00
TRAFFIC	999998	CUBIC DEFENSE APPLICATION	CUBIC DEFENSE APP - $418.88 MAIN. AGREEMENT	418.88
TRAFFIC	999998	ITE-A COMMUNITY OF TRA	ITE - $347.00 MEMBERSHIP RENEWAL -K.BIERSNER	347.00
TRAFFIC	3717	AMAZON.COM	AMAZON $51.51 TRAFFIC MISC OFFICE	51.51

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
			Traffic Subtotal:	**$1,164.39**
			102 - STREET FUND Total:	**$1,411.33**
117 - CRIMINAL JUSTICE SALES TAX FND				
CITY ATTORNEY	3717	AMAZON.COM	OFFICE SUPPLIES - REFRIGERATOR & SMALL LEGAL PADS	45.19
			City Attorney Subtotal:	**$45.19**
KPD-PATROL	999998	SPECTRUM	REDUNDANT INTERNET CONNECTION	580.00
KPD-PATROL	999998	TBL* UAV COACH	UAV GROUND PILOT SCHOOL	541.82
			KPD-Patrol Subtotal:	**$1,121.82**
KPD-SPECIAL SERVICES	999998	SP TDI LLC	QUARTERMASTER SUPPLIES	1,480.75
			KPD-Special Services Subtotal:	**$1,480.75**
			117 - CRIMINAL JUSTICE SALES TAX FND Total:	**$2,647.76**
300 - CAPITAL IMPROVEMENTS FUND				
LAND & FACILITIES	999998	FLAGPOLECO	REPLACE TRUCK AT REGIONAL VET FLAGPOLE	577.95
			Land & Facilities Subtotal:	**$577.95**
CAPITAL PURCHASES	4107	WWW.METROLINEDIRECT.COM	(8) CISCO IP PHONES/WALL MOUNTS FOR PHONE UPGRADE PROJECT	468.93
CAPITAL PURCHASES	3717	AMAZON.COM	2 PCI RS-232 SERIAL PORT CARTS FOR TV VAN	56.56
			Capital Purchases Subtotal:	**$525.49**
			300 - CAPITAL IMPROVEMENTS FUND Total:	**$1,103.44**
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	999998	PAYPAL	EMS CARRYING STRAPS	743.35
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	DABLING ACLS	285.00
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	SINGLEY ACLS PALS	570.00
FUND ACTIVITY	999998	PANTHER RV PRODUCTS	RV AIR CONDITIONING UNIT	1,765.29
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	TRAPPETTPALSCOURSE	285.00
FUND ACTIVITY	999998	WWW.COREXCEL.COM	ALDAZA&PCOURSE	340.00
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	MILLERMEDICSCHOOLTUITION	1,469.74
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	SILKEYPEACCOURSE	324.00
FUND ACTIVITY	695	COLUMBIA BASIN COLLEGE	MCFADDENPEACCOURSE	324.00
FUND ACTIVITY	3717	AMAZON.COM	NIGHT STANDS FOR BUNKROOMS	40.23
FUND ACTIVITY	999998	SMART APPLIANCE REPAIR L	STATION 2 WASH MACHINE DIAGNOSIS	60.59
FUND ACTIVITY	999998	FREDS APPLIANCE KENNEWIC	NEW WASH MACHINE STATION 2	794.55
FUND ACTIVITY	5727	COSTCO ANYWHERE CITI VISA	STATION SUPPLIES	552.61
FUND ACTIVITY	945	TRI CITY CLEANERS	UNIFORM SEWING AND REPAIR DODSON	83.23
FUND ACTIVITY	945	TRI CITY CLEANERS	UNIFORM REPAIR KUTROWSKI	9.25
FUND ACTIVITY	3717	AMAZON.COM	STATION SUPPLIES	5.16

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	999998	LA QUINTA MOTOR INNS	HEFFNER LODGING - CHIEFS LEGISLATURE DAY	89.76
FUND ACTIVITY	999998	INTERNATIONAL ASSOCIATION	FIRE SVC EXEC DEV INST - BALTIMORE, MD	810.00
			Fund Activity Subtotal:	**$8,551.76**
			402 - MEDICAL SERVICES FUND Total:	**$8,551.76**
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	3717	AMAZON.COM	A. MUAI FOR RAQUEL ESPARZA: AMAZON STANDING DESK	258.39
FUND ACTIVITY	3717	AMAZON.COM	A. MUAI FOR BUILDING DEPT: AMAZON 12-PK COMP. NOTEBOOKS	42.04
			Fund Activity Subtotal:	**$300.43**
			403 - BUILDING SAFETY FUND Total:	**$300.43**
405 - STORMWATER UTILITY FUND				
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT FOR KEITH WALKER	114.22
FUND ACTIVITY	999998	BESTBUYCOM807147503600	32" MONITOR FOR TV VAN & 55" MONITOR FOR FINANCE CONF ROOM	97.91
FUND ACTIVITY	3717	AMAZON.COM	VIDEO CABLES/MONITOR WALL MOUNT - STORMWATER	43.66
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	HOME DEPOT - $182.72 TOOLS	182.72
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	STEEL BAR - STORMWATER	25.02
FUND ACTIVITY	7070	PROCARD, SQUARE INC	BOLTS - STORMWATER	10.89
			Fund Activity Subtotal:	**$474.42**
			405 - STORMWATER UTILITY FUND Total:	**$474.42**
410 - WATER AND SEWER FUND				
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT GEORGE MESSENGER	163.19
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT FOR ALLEN BOLT	239.34
FUND ACTIVITY	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS FOR GENERIC PUBLIC WORKS	43.50
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT FOR TY DOTY	195.80
FUND ACTIVITY	3717	AMAZON.COM	4TB EXTERNAL HARD DRIVE - TV VAN	163.17
FUND ACTIVITY	88	AWWA AMERICAN WATER WORKS, ASSOCIATION	AWWA - $75.00 WEBINAR - B. SMITH	75.00
FUND ACTIVITY	88	AWWA AMERICAN WATER WORKS, ASSOCIATION	AWWA - $75.00 WEBINAR - C. SHANNON	75.00
FUND ACTIVITY	999998	USPS PO 5440320336	USPS - $21.54 CERTIFIED MAIL RECEIPT	21.54
FUND ACTIVITY	3717	AMAZON.COM	AMAZON $108.79 WD PARTS	108.79
FUND ACTIVITY	3717	AMAZON.COM	AMAZON - $75.04 WD PARTS	75.04
FUND ACTIVITY	3717	AMAZON.COM	AMAZON $33.75 WD PARTS	33.75
FUND ACTIVITY	999998	ONTIMETEL DIALMYCALLS	DIAL MY CALLS - $109.76 UTILITY CALLING PLAN	109.76
FUND ACTIVITY	88	AWWA AMERICAN WATER WORKS, ASSOCIATION	AWWA - ($75.00) REFUND OF WEBINAR	(75.00)

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	999998	HARBOR FREIGHT TOOLS3048	HARBOR FREIGHT - $63.08 WWTP TOOLS	63.08
FUND ACTIVITY	3717	AMAZON.COM	PUMP TUBE ASSEMBLY FOR WWTP	60.16
FUND ACTIVITY	999998	BESTBUYCOM807143804195	CHARGER FOR LOCATE I-PAD - WWTP	18.49
FUND ACTIVITY	3717	AMAZON.COM	TRAILER LOCK - WWTP	76.05
FUND ACTIVITY	3717	AMAZON.COM	CREDIT - REFUND OF PUMP A1-7T TUBE ASSEMBLY FOR WWTP	(60.16)
FUND ACTIVITY	999998	POOL SUPPLY UNLIMITED	PUMP TUBE ASSEMBLY FOR WWTP	65.88
FUND ACTIVITY	3292	BEST BUY	LOCATE I-PAD CAR CHARGER - WASTEWATER	14.13
FUND ACTIVITY	3717	AMAZON.COM	CREDIT - REFUND OF PUMP A1-6T TUBE ASSEMBLY FOR WWTP	(59.30)
			Fund Activity Subtotal:	**$1,407.21**
			410 - WATER AND SEWER FUND Total:	**$1,407.21**
501 - EQUIPMENT RENTAL FUND				
FUND ACTIVITY	2435	WA STATE SECRETARY OF STATE	REPORT OF SALE VEH 7339 2013 CHEVROLET CAPRICE	18.54
FUND ACTIVITY	999998	SP TIGERTOUGH	TACTICAL SEAT COVERS FOR PD VEHICLES 7600-7603	1,083.65
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE AND REGISTRATION VEH 4505	72.75
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES - COMPUTER ACCS	170.21
FUND ACTIVITY	999998	LOVE'S #0811 INSIDE	WEIGHT SLIP FOR V4505	14.75
FUND ACTIVITY	999998	EQUIPMENT DEVELOPMENT CO,	SHAFT FOR V4512	810.54
FUND ACTIVITY	999998	KENWORTH SALES PASCO	SPRING BRAKE FOR V4105	669.82
FUND ACTIVITY	999998	UTILIMASTER	BACKUP CAMERA FOR V5100	453.94
			Fund Activity Subtotal:	**$3,294.20**
			501 - EQUIPMENT RENTAL FUND Total:	**$3,294.20**
502 - CENTRAL STORES FUND				
FUND ACTIVITY	3717	AMAZON.COM	SPECIALTY INK FOR CITY HALL WIDE FORMAT PRINTER	293.51
			Fund Activity Subtotal:	**$293.51**
			502 - CENTRAL STORES FUND Total:	**$293.51**
503 - RISK MANAGEMENT FUND				
FUND ACTIVITY	999998	BCSP-E* BOARD OF CERTI	2026 GLOBAL LEARNING SUMMIT - ROCHELLE STRADER	25.00
			Fund Activity Subtotal:	**$25.00**
			503 - RISK MANAGEMENT FUND Total:	**$25.00**
642 - METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	3717	AMAZON.COM	POWER INVERTERS (2X), BOWLS	45.19
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	UC VEHICLE TITLE/REG FEES	72.25
			Fund Activity Subtotal:	**$117.44**
			642 - METRO DRUG FORFEITURE FUND Total:	**$117.44**
			Grand Total:	**$61,799.79**

City of Kennewick
PCard Roster by Fund
2/1/2026 to 2/28/2026

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

Jessica Platt

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number:	4.d.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Payroll Roster: For the Pay Period Ending 3/31/2026**			
	Department:	Finance			

Recommendation

Staff recommends that Council approve the payroll roster as presented.

Motion for Consideration

Motion to approve the payroll roster for the pay period ending 3/31/2026.

Summary

None.

Alternatives

None.

Fiscal Impact

3/31/2026 Total: $3,166,299.90

Attachments:

1. Roster

All Departments:

	72,232.70
Building Safety	7,896.50
City Attorney	25,149.75
City Council	5,137.50
City Manager	13,482.67
Community Planning	20,671.94
Engineering	61,366.33
Finance	60,430.48
Fire	135,878.80
Management Services	90,205.80
Non-Departmental	3,366.05
Parks, Recreation & Facilities	104,911.15
Police	636,249.95
Subtotal - General Fund	**1,236,979.62**
	2,909.19
BI-PIN	16,213.75
Building Safety	87,673.16
Criminal Justice	93,314.09
Equipment Rental	18,395.10
Management Services	4,132.50
Medical Services	542,272.53
Stormwater	31,508.99
Street	52,279.99
Water & Sewer	194,873.32
Subtotal - Other Funds	**1,043,572.62**
Total Salaries and Wages	**2,280,552.24**

Benefits

Dental Insurance	25,528.18
DRS Retirement	122,080.29
Employee Assistance Program	28.49
Medical Expense Reimbursement Plan	3,600.00
Medical Insurance	407,797.10
Medicare	32,253.36
MissionSquare Deferred Compensation	97,538.23
Social Security (OASDI)	100,683.26
Vision Insurance	3,622.71
WA Paid Family & Medical Leave	7,119.12
Worker's Compensation Insurance	85,496.92
Total Benefits	**885,747.66**
Grand Total	**$3,166,299.90**

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of $3,166,299.90 comprised of check numbers 78498 through 78522 and direct deposit numbers 245481 through 245929.

Approved for payment:

Jessica Platt

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number:	4.e.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Claim Roster: Toyota Center Operations and Box Office Accounts**			
	Department:	Finance			

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2026 as presented.

Motion for Consideration

Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2026 in the amount of $809,466.62 comprised of check numbers 28979-29054 in the amount of $269,998.98 and electronic transfers in the amount of $539,467.64.

Summary

The payments on this Claims Roster are comprised of the following issuances during the period 2/1/2026-2/28/2026:

Check numbers 28979-29054:	$269,998.98
Electronic payments (EFT):	$539,467.64
Total	**$809,466.62**

Alternatives

Fiscal Impact

$809,466.62

Attachments:

1. Claims Roster

Toyota Center and
Toyota Arena

All TOYO Bank Accounts

Sunday, February 1, 2026 - Saturday, February 28, 2026

TOYO Sterling Operating Account

Date	Check	Method	Name				Amount
02/02/26		**Wire Transfer**	**VenuWorks, Inc. (00000894)**				**49,650.23**
	02/02/26	Cirque Musica Settle 12/10				49,650.23	
	102150	• *A/P Settlements*		*Cirque Musica Settle 12/10*	49,650.23		
02/02/26	**28979**	**Auto Check**	**Athletica Sport Systems Inc (00003517)**				**4,910.98**
	02/02/26	425015		Acrylics for Ice Rink		4,910.98	
	107601	• *Ice-Related Expenses*		*Acrylics for Ice Rink*	4,910.98		
02/02/26	**28980**	**Auto Check**	**Becker Arena Products, Inc (00002755)**				**3,699.18**
	02/02/26	617860		Ice Rink Supplies		3,699.18	
	107601	• *Ice-Related Expenses*		*Ice Rink Supplies PO 5365*	3,699.18		
02/02/26	**28981**	**Auto Check**	**Brashear Electric, Inc. (00002756)**				**2,127.16**
	02/02/26	43987		TC Electrical Repairs		2,127.16	
	107212	• *Building Repairs & Maintenance*		*TC Electrical Repairs (Laundry, AMS Merch Store)*	2,127.16		
02/02/26	**28982**	**Auto Check**	**Coca-Cola (00000213)**				**13,935.00**
	02/02/26	179567		TC Food		13,935.00	
	101411	• *Inventory - Food*		*TC Food*	13,935.00		
02/02/26	**28983**	**Auto Check**	**Fastenal Company (00003206)**				**59.48**
	02/02/26	WAKEN266930		Building Supplies		59.48	
	107212	• *Building Repairs & Maintenance*		*Building Repair Supplies PO 5484*	59.48		
02/02/26	**28984**	**Auto Check**	**MD Draft Team (00002835)**				**391.68**
	02/02/26	4888-49		TC Draft Cleanings		391.68	
	107212	• *Building Repairs & Maintenance*		*TC Draft Cleanings*	391.68		
02/02/26	**28985**	**Auto Check**	**Pacific Fire Inspection Services (00002879)**				**1,100.00**
	02/02/26	2601140800		Fire Sprinkler Inspection		1,100.00	
	107209	• *Security & Fire Alarm System*		*Fire Sprinkler Inspection TC and Rink*	1,100.00		
02/02/26	**28986**	**Auto Check**	**Reign Drop LLC (00003211)**				**604.65**
	02/02/26	S4176-26-6830		TC Food		231.73	
	101411	• *Inventory - Food*		*TC Food*	231.73		
	02/02/26	S4176-26-6831		TC Food		127.96	
	101411	• *Inventory - Food*		*TC Food*	127.96		
	02/02/26	S4176-26-6832		TC Food		167.72	
	101411	• *Inventory - Food*		*TC Food*	167.72		
	02/02/26	S4176-26-6835		TC Food		77.24	
	101411	• *Inventory - Food*		*TC Food*	77.24		
02/02/26	**28987**	**Auto Check**	**Sunbelt Rentals, Inc. (00002783)**				**579.45**
	02/02/26	178736119-0001		Equipment Rental		579.45	
	107305	• *General Rental Equipment*		*Equipment Rental*	579.45		
02/02/26	**28988**	**Auto Check**	**Tri-City Americans (00000851)**				**112,216.80**
	02/02/26	Ams v Swift Current 12/3				770.43	
	102150	• *A/P Settlements*		*Ams v Swift Current 12/3*	770.43		
	02/02/26	Ams v Everett 12/5/25				18,959.54	
	102150	• *A/P Settlements*		*Ams v Everett 12/5/25*	18,959.54		
	02/02/26	Ams v Wenatchee 12/13/25				17,538.92	
	102150	• *A/P Settlements*		*Ams v Wenatchee 12/13/25*	17,538.92		
	02/02/26	Ams v Seattle 12/14/25				7,012.68	
	102150	• *A/P Settlements*		*Ams v Seattle 12/14/25*	7,012.68		
	02/02/26	Ams v Portland 12/27/25				28,975.80	
	102150	• *A/P Settlements*		*Ams v Portland 12/27/25*	28,975.80		
	02/02/26	Ams v Spokane 12/31/25				38,959.43	

102150	*• A/P Settlements*	*Ams v Spokane 12/31/25*	38,959.43		
02/02/26	**28989**	**Auto Check** **US Foods (00002786)**			**15,113.98**
02/02/26	4119898	TC Food		4,357.62	
101411	*• Inventory - Food*	*TC Food*	4,357.62		
02/02/26	4071494	TC Food		79.36	
101411	*• Inventory - Food*	*TC Food*	79.36		
02/02/26	4119899	TC F&B Supplies		1,095.38	
107513	*• F&B Janitorial Supplies*	*TC F&B Supplies PO 5497*	1,095.38		
02/02/26	4119900	TC Food		120.00	
101411	*• Inventory - Food*	*TC Food*	120.00		
02/02/26	4119886	TC Food/Liquor/Beer		9,461.62	
101413	*• Inventory - Beer*	*TC Beer*	249.57		
101415	*• Inventory - Liquor*	*TC Liquor*	403.23		
101411	*• Inventory - Food*	*TC Food*	8,808.82		
02/03/26	**28995**	**Auto Check** **Baskin Robbins (00002754)**			**8,339.04**
02/03/26	AMS vs Wenatchee 1/31	AMS vs Wenatchee 1/31		2,132.25	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,945.60		
102160	*• Tips Payable*	*Third Party Tips for Employees*	186.65		
02/03/26	AMS vs Brandon WK 1/30	AMS vs Wenatchee 1/31		2,599.99	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	2,349.44		
102160	*• Tips Payable*	*Third Party Tips for Employees*	250.55		
02/03/26	AMS vs Kamloops 1/25	AMS vs Kamloops 1/25		1,635.66	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,503.36		
102160	*• Tips Payable*	*Third Party Tips for Employees*	132.30		
02/03/26	AMS vs Portland 1/23	AMS vs Portland 1/23		1,971.14	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,770.88		
102160	*• Tips Payable*	*Third Party Tips for Employees*	200.26		
02/03/26	**28996**	**Auto Check** **Bobablastic (00003078)**			**4,916.28**
02/03/26	AMS vs Wenatchee 1/31	AMS vs Wenatchee 1/31		1,257.30	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,098.72		
102160	*• Tips Payable*	*Third Party Tips for Employees*	128.58		
104690	*• Concession Sales - Third Party Expense*	*Voucher 1*	30.00		
02/03/26	AMS vs Brandon WK 1/30	AMS vs Brandon WK 1/30		1,301.32	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,166.76		
102160	*• Tips Payable*	*Third Party Tips for Employees*	134.56		
02/03/26	AMS vs Kamloops 1/25	AMS vs Kamloops 1/25		1,000.18	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	900.27		
102160	*• Tips Payable*	*Third Party Tips for Employees*	99.91		
02/03/26	AMS vs Portland 1/23	AMS vs Portland 1/23		1,357.48	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,190.07		
102160	*• Tips Payable*	*Third Party Tips for Employees*	167.41		
02/03/26	**28997**	**Auto Check** **Chapala Express (00002758)**			**6,645.34**
02/03/26	AMS vs Wenatchee 1/31	AMS vs Wenatchee 1/31		1,627.34	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,426.43		
102160	*• Tips Payable*	*Third Party Tips for Employees*	200.91		
02/03/26	AMS vs Brandon WK 1/30	AMS vs Wenatchee 1/31		2,038.78	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,747.36		
102160	*• Tips Payable*	*Third Party Tips for Employees*	291.42		
02/03/26	AMS vs Kamloops 1/25	AMS vs Kamloops 1/25		1,055.32	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	932.64		
102160	*• Tips Payable*	*Third Party Tips for Employees*	122.68		
02/03/26	AMS vs Portland 1/23	AMS vs Portland 1/23		1,923.90	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,646.86		
102160	*• Tips Payable*	*Third Party Tips for Employees*	277.04		
02/03/26	**28998**	**Auto Check** **Dog Haus Tri-Cities (00004205)**			**6,548.93**
02/03/26	AMS vs Wenatchee 1/31	AMS vs Wenatchee 1/31		2,012.84	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,468.20		
102160	*• Tips Payable*	*Third Party Tips for Employees*	245.64		
104690	*• Concession Sales - Third Party Expense*	*Enterprise Vouchers 6*	139.00		
104690	*• Concession Sales - Third Party Expense*	*B-Day Party Vouchers 16*	160.00		
02/03/26	AMS vs Brandon WK 1/30	AMS vs Brandon WK 1/30		1,860.59	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,567.80		
102160	*• Tips Payable*	*Third Party Tips for Employees*	292.79		
02/03/26	AMS vs Kamloops 1/25	AMS vs Kamloops 1/25		953.94	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	831.00		
102160	*• Tips Payable*	*Third Party Tips for Employees*	122.94		
02/03/26	AMS vs Portland 1/23	AMS vs Portland 1/23		1,721.56	
104690	*• Concession Sales - Third Party Expense*	*Third Party Sales*	1,423.80		
102160	*• Tips Payable*	*Third Party Tips for Employees*	297.76		
02/03/26	**28999**	**Auto Check** **Taco City (00003055)**			**4,132.02**
02/03/26	AMS vs Wenatchee 1/31	AMS vs Wenatchee 1/31		1,498.93	

104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	1,107.60		
102160	*• Tips Payable*		*Third Party Tips for Employees*	186.83		
104690	*• Concession Sales - Third Party Expense*		*Augua Fresca 1*	5.50		
104690	*• Concession Sales - Third Party Expense*		*Horchata 16*	128.00		
104690	*• Concession Sales - Third Party Expense*		*Vouchers 4*	71.00		
02/03/26	AMS vs Brandon WK 1/30	AMS vs Brandon WK 1/30			1,321.28	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	1,077.05		
102160	*• Tips Payable*		*Third Party Tips for Employees*	161.23		
104690	*• Concession Sales - Third Party Expense*		*Augua Fresca 2*	11.00		
104690	*• Concession Sales - Third Party Expense*		*Horchata 9*	72.00		
02/03/26	AMS vs Portland 1/23	AMS vs Portland 1/23			1,173.65	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	952.25		
102160	*• Tips Payable*		*Third Party Tips for Employees*	159.90		
104690	*• Concession Sales - Third Party Expense*		*Augua Fresca 1*	5.50		
104690	*• Concession Sales - Third Party Expense*		*Horchata 7*	56.00		
02/03/26	AMS vs Kamloops 1/25	AMS vs Kamloops 1/25			138.16	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	234.00		
102160	*• Tips Payable*		*Third Party Tips for Employees*	24.66		
104690	*• Concession Sales - Third Party Expense*		*Augua Fresca 1*	5.50		
104690	*• Concession Sales - Third Party Expense*		*Horchata 3*	24.00		
104690	*• Concession Sales - Third Party Expense*		*Late Open Fee*	-150.00		
02/09/26		**Wire Transfer King Beverage (00000486)**				**125.85**
02/09/26	3241055	TC Beer			125.85	
101413	*• Inventory - Beer*		*TC Beer*	125.85		
02/09/26		**Wire Transfer Washington State Department of Licensing (00004480)**				**3,755.00**
02/09/26	2026 Business License Renew				3,755.00	
107505	*• F&B Licenses, Fees & Permits*		*Prorate license fees to F&B*	1,877.50		
107108	*• Licenses & Permits*		*Business license 2026*	1,877.50		
02/13/26		**Wire Transfer Harlem Globe Trotters (00000397)**				**52,628.15**
02/13/26	Settle Kennewick Feb 4				52,628.15	
102150	*• A/P Settlements*		*Settle Kennewick Feb 4*	52,628.15		
02/13/26	**29000**	**Auto Check Production Services International (00004574)**				**4,089.10**
02/13/26	46975ID				4,089.10	
107410	*• Event Rental Equipment*		*Sound equip for WWE NXT*	4,089.10		
02/18/26		**Wire Transfer Rocky Mountain Rigging (00002781)**				**4,993.04**
02/18/26	WWE Nxt 2/13/26				4,993.04	
107404	*• Event Contracted Labor*		*WWE Next riggers*	4,993.04		
02/18/26		**Wire Transfer Rocky Mountain Rigging (00002781)**				**3,515.20**
02/18/26	1-7-2026 Motor inspection				3,515.20	
107211	*• Equipment Repairs & Maintenance*		*Inspect and repair rigging motors*	3,515.20		
02/18/26		**Wire Transfer Backstage Entertainment Services LLC (00004419)**				**8,150.00**
02/18/26	31				8,150.00	
107404	*• Event Contracted Labor*		*V-15062 Backstage Entertainment Services LLC/31*	8,150.00		
02/20/26		**Wire Transfer Southern Glazer's of WA (00002855)**				**974.45**
02/20/26	1264660	TC Liquor			974.45	
101415	*• Inventory - Liquor*		*TC Liquor*	974.45		
02/20/26		**Wire Transfer The Odom Corporation (00002856)**				**3,058.58**
02/20/26	11192180	TC Beer			3,058.58	
101413	*• Inventory - Beer*		*TC Beer*	3,058.58		
02/18/26	**29001**	**Auto Check Abbott Michael (00002770)**				**518.00**
02/18/26	448-018839	FiltaFry Services			296.00	
107508	*• F&B Equipment Repairs & Maintenance*		*FiltaFry Services*	296.00		
02/18/26	448-018898	FiltaFry Services			222.00	
107508	*• F&B Equipment Repairs & Maintenance*		*FiltaFry Services*	222.00		
02/18/26	**29002**	**Auto Check Adamson Janine (00002809)**				**80.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			80.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	80.00		
02/18/26	**29003**	**Auto Check ADAMSON LIVIAN (00004259)**				**54.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			54.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	54.00		
02/18/26	**29004**	**Auto Check Advanced Protection Services, Inc. (00002751)**				**871.28**

02/18/26	R169370	TC- Ammonia			79.37	
107209	*• Security & Fire Alarm System*	*TC- Ammonia*	79.37			
02/18/26	R169369	TC- Ice Rink			73.93	
107209	*• Security & Fire Alarm System*	*TC- Ice Rink*	73.93			
02/18/26	R169373	TC- Temp			43.47	
107209	*• Security & Fire Alarm System*	*TC- Temp*	43.47			
02/18/26	R169372	TC- Openeye			418.88	
107209	*• Security & Fire Alarm System*	*TC- Openeye*	418.88			
02/18/26	R169374	TC- Vault			43.47	
107209	*• Security & Fire Alarm System*	*TC- Vault*	43.47			
02/18/26	P85154	TC Openeye Maintenance			212.16	
107209	*• Security & Fire Alarm System*	*TC Openeye Maintenance*	212.16			
02/18/26	**29005**	**Auto Check**	**Apollo Heating and Air Conditioning (00002933)**			**3,587.24**
02/18/26	940071112	TC Feb Monthly Maintenance			3,587.24	
107210	*• HVAC Repairs & Maintenance*	*TC Feb Monthly Maintenance*	3,587.24			
02/18/26	**29006**	**Auto Check**	**Apple Valley Broadcasting Inc (00003532)**			**586.50**
02/18/26	2315-2	RoF Advertisements			181.05	
107402	*• Event Advertising*	*RoF Advertisements PO 5063*	181.05			
02/18/26	2693-2	PBR 2025 Advertisement			405.45	
107402	*• Event Advertising*	*PBR 2025 Advertisement PO 5441*	405.45			
02/18/26	**29007**	**Auto Check**	**Benton PUD (00000121)**			**19,560.14**
02/18/26	1/08/26-02/08/26 4438000	2/13/26 4438000			266.82	
107216	*• Electricity*	*January Electric Sign-2/13/26 4438000*	266.82			
02/18/26	01/08/26-02/08/2026 *2001,2002	2/13/26 49072001 & 002			19,293.32	
107216	*• Electricity*	*Electricity Blvd/Coliseum 01/08/26-02/08/26 Acct. #49072001*	10,899.55			
107216	*• Electricity*	*Electricity Grandridge Blvd 01/08/26-02/08/26 Acct. #49072002*	8,393.77			
02/18/26	**29008**	**Auto Check**	**Bond Craig (00002810)**			**700.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			700.00	
107304	*• Contracted Services*	*January 2026 LTS Coaching*	700.00			
02/18/26	**29009**	**Auto Check**	**Bond Jennifer (00002941)**			**1,700.00**
02/18/26	January 2026 LTS Admin	January 2026 LTS Admin			1,000.00	
107304	*• Contracted Services*	*January 2026 LTS Admin*	1,000.00			
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			700.00	
107304	*• Contracted Services*	*January 2026 LTS Coaching*	700.00			
02/18/26	**29010**	**Auto Check**	**Cascade Natural Gas (00000161)**			**4,268.29**
02/18/26	1/10/26-2/6/26	TC 643 661 0000 3			4,268.29	
107217	*• Natural Gas*	*TC Natural Gas 643 661 0000 3*	4,268.29			
02/18/26	**29011**	**Auto Check**	**Cascade Natural Gas (00000161)**			**878.02**
02/18/26	1/10/26-2/6/26 Arena	TC 444 661 0000 3			878.02	
107217	*• Natural Gas*	*TC Natural Gas 444 661 0000 3*	878.02			
02/18/26	**29012**	**Auto Check**	**Central Washington Refrigeration, LLC (00002949)**			**1,650.00**
02/18/26	52006	IR-1 Class			1,650.00	
107107	*• Employee Training*	*IR-1 Class Johnny Macklin*	1,650.00			
02/18/26	**29013**	**Auto Check**	**Chisholm's Saw & Supply, Inc. (00002760)**			**978.39**
02/18/26	85174	Knife Sharpening			182.46	
107201	*• Tools & Supplies*	*Knife Sharpening*	182.46			
02/18/26	85229	Knife Sharpening			100.44	
107201	*• Tools & Supplies*	*Knife Sharpening*	100.44			
02/18/26	84795	Knife Sharpening			91.23	
107201	*• Tools & Supplies*	*Knife Sharpening*	91.23			
02/18/26	84989	Knife Sharpening			182.46	
107201	*• Tools & Supplies*	*Knife Sharpening*	182.46			
02/18/26	85144	Knife Sharpening			421.80	
107201	*• Tools & Supplies*	*Knife Sharpening*	421.80			
02/18/26	**29014**	**Auto Check**	**CI Information Management (00002840)**			**197.99**
02/18/26	0193484	Shred Contract			197.99	
107304	*• Contracted Services*	*Shred Contract*	197.99			
02/18/26	**29015**	**Auto Check**	**Coca-Cola (00000213)**			**2,783.00**
02/18/26	180650	TC Food Credit			-1,085.00	
101411	*• Inventory - Food*	*TC Food Credit*	-1,085.00			

02/18/26	180649	TC Food				3,868.00
101411	*• Inventory - Food*	*TC Food*		3,868.00		
02/18/26	**29016**	**Auto Check**	**Concessions Supply (00002860)**			**849.39**
02/18/26	260031	TC Food				849.39
101411	*• Inventory - Food*	*TC Food*		849.39		
02/18/26	**29017**	**Auto Check**	**Cougar Digital Marketing & Design (00002861)**			**390.78**
02/18/26	16418	TC Monthly Website- Arena				200.39
107302	*• Venue Marketing & Non-Event Advertising*	*TC Monthly Website- Arena*		200.39		
02/18/26	16411	TC Monthly Website				190.39
107302	*• Venue Marketing & Non-Event Advertising*	*TC Monthly Website*		190.39		
02/18/26	**29018**	**Auto Check**	**Ellerd, Hultgrenn & Dahlhauser, LLP (00003744)**			**232.27**
02/18/26	12969					232.27
107303	*• Professional Fees*	*Legal review default letter Suite 1*		232.27		
02/18/26	**29019**	**Auto Check**	**Fastenal Company (00003206)**			**46.44**
02/18/26	WAKEN267262	Tools and Supplies				46.44
107201	*• Tools & Supplies*	*Tools and Supplies PO 5484*		46.44		
02/18/26	**29020**	**Auto Check**	**Feather, Willow (00004567)**			**144.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching				144.00
107304	*• Contracted Services*	*January 2026 LTS Coaching*		144.00		
02/18/26	**29021**	**Auto Check**	**Johnny Macklin (00004577)**			**238.00**
02/18/26	CWR Ice Plant Training	CWR Training Reimbursement				238.00
107011	*• Full-Time Staff*	*CWR Training Reimbursement*		238.00		
02/18/26	**29022**	**Auto Check**	**Kaur Genna (00004198)**			**136.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching				136.00
107304	*• Contracted Services*	*January 2026 LTS Coaching*		136.00		
02/18/26	**29023**	**Auto Check**	**Kennewick Union Firefighters L-1296 (00003455)**			**3,825.00**
02/18/26	JAN 2026	EMT Services Jan				3,825.00
107404	*• Event Contracted Labor*	*AMS vs Wenatchee 8hrs*		600.00		
107404	*• Event Contracted Labor*	*AMS vs Brandon 8hrs*		600.00		
107404	*• Event Contracted Labor*	*AMS vs Kamloops 8hrs*		600.00		
107404	*• Event Contracted Labor*	*AMS vs Portland 8 hrs*		600.00		
107404	*• Event Contracted Labor*	*WSU vs UW 8 hrs*		600.00		
107404	*• Event Contracted Labor*	*AMS vs Moose Jaw 11 hrs*		825.00		
02/18/26	**29024**	**Auto Check**	**Lily Davidson (00004444)**			**144.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching				144.00
107304	*• Contracted Services*	*January 2026 LTS Coaching*		144.00		
02/18/26	**29025**	**Auto Check**	**Lowe's Commercial Services (00002776)**			**295.94**
02/18/26	80418	Janitorial Supplies				252.66
107203	*• Janitorial Supplies*	*Janitorial Supplies PO 5534*		252.66		
02/18/26	92418	Tools and Supplies				43.28
107601	*• Ice-Related Expenses*	*Tools and Supplies (Grease for Zamboni)*		43.28		
02/18/26	**29026**	**Auto Check**	**Pacific Backflow Services LLC (00002843)**			**1,725.00**
02/18/26	6187	Backflow Testing				1,725.00
			Due To/From TRCC	500.00		
107212	*• Building Repairs & Maintenance*	*TC Testing*		500.00		
107212	*• Building Repairs & Maintenance*	*Toyota Arena Testing*		725.00		
02/18/26	**29027**	**Auto Check**	**Pacific Breeze (00003739)**			**359.88**
02/18/26	36736754	Diffuser Service				359.88
107304	*• Contracted Services*	*Diffuser Service*		359.88		
02/18/26	**29028**	**Auto Check**	**Pape Material Handling (00003034)**			**4,395.94**
02/18/26	1505248 CR	1505248 CR				-161.96
			Due To/From TRCC	-161.96		
02/18/26	80103137	Forklift Repairs				4,557.90
107211	*• Equipment Repairs & Maintenance*	*Forklift Repairs PO 5427*		4,557.90		
02/18/26	**29029**	**Auto Check**	**Reign Drop LLC (00003211)**			**1,816.45**
02/18/26	S4176-26-6838	TC Food				182.87
101411	*• Inventory - Food*	*TC Food*		182.87		

02/18/26	S4176-26-6839	TC Food				86.34
101411	*• Inventory - Food*		*TC Food*	86.34		
02/18/26	S4176-26-6837	TC Food				94.61
101411	*• Inventory - Food*		*TC Food*	94.61		
02/18/26	S4176-26-6836	TC Food				231.73
101411	*• Inventory - Food*		*TC Food*	231.73		
02/18/26	S4176-26-6840	TC Food				230.19
101411	*• Inventory - Food*		*TC Food*	230.19		
02/18/26	S4176-26-6842	TC Food				137.06
101411	*• Inventory - Food*		*TC Food*	137.06		
02/18/26	S4176-26-6841	TC Food				269.63
101411	*• Inventory - Food*		*TC Food*	269.63		
02/18/26	S4176-26-6844	TC Food				263.22
101411	*• Inventory - Food*		*TC Food*	263.22		
02/18/26	S4176-26-6850	TC Food				124.24
101411	*• Inventory - Food*		*TC Food*	124.24		
02/18/26	S4176-26-6843	TC Food				196.56
101411	*• Inventory - Food*		*TC Food*	196.56		
02/18/26	**29030**	**Auto Check**	**Schindler Elevator Corporation (00002966)**			**1,084.45**
02/18/26	4626244235	Elevator Repairs			1,084.45	
107212	*• Building Repairs & Maintenance*		*Elevator Repairs*	1,084.45		
02/18/26	**29031**	**Auto Check**	**Skylar Rain Questal (00004369)**			**54.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			54.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	54.00		
02/18/26	**29032**	**Auto Check**	**Springhill Suites of Kennewick (00002726)**			**588.16**
02/18/26	Folio 97327 Room 204	Folio 97327 Room 204			294.08	
107401	*• Outside Event Expense*		*Folio 97327 Room 204 Tasha Layton*	294.08		
02/18/26	Folio 97324 Room 224	Folio 97324 Room 224			294.08	
107401	*• Outside Event Expense*		*Folio 97324 Room 224 Tasha Layton*	294.08		
02/18/26	**29033**	**Auto Check**	**Stafford Laura Alice (00004199)**			**68.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			68.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	68.00		
02/18/26	**29034**	**Auto Check**	**Sunbelt Rentals, Inc. (00002783)**			**657.13**
02/18/26	179529535-0001	Equipment Rental			657.13	
107305	*• General Rental Equipment*		*Equipment Rental Snow Removal*	657.13		
02/18/26	**29035**	**Auto Check**	**Tim Berry (00002808)**			**252.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			252.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	252.00		
02/18/26	**29036**	**Auto Check**	**Tri-City Americans (00000851)**			
				VOID		**0.00**
02/18/26	**29037**	**Auto Check**	**US Foods (00002786)**			**12,830.46**
02/18/26	4305148	TC Food			-36.62	
101411	*• Inventory - Food*		*TC Food*	-36.62		
02/18/26	4305148	TC Food			3,629.54	
101411	*• Inventory - Food*		*TC Food*	3,629.54		
02/18/26	4305149	TC Food			38.81	
101411	*• Inventory - Food*		*TC Food*	38.81		
02/18/26	4305151	TC Food			174.39	
101411	*• Inventory - Food*		*TC Food*	174.39		
02/18/26	4423637	TC Food			868.76	
101411	*• Inventory - Food*		*TC Food*	868.76		
02/18/26	4502272	TC Food/Beer/Liquor			2,364.52	
101413	*• Inventory - Beer*		*TC Beer*	218.52		
101415	*• Inventory - Liquor*		*TC Liquor*	57.51		
101411	*• Inventory - Food*		*TC Food*	2,088.49		
02/18/26	4502273	TC Food			1,777.68	
101411	*• Inventory - Food*		*TC Food*	1,777.68		
02/18/26	4623818	TC Food			1,255.43	
101411	*• Inventory - Food*		*TC Food*	1,255.43		
02/18/26	4695600	TC Food			2,757.95	
101411	*• Inventory - Food*		*TC Food*	2,757.95		
02/18/26	**29038**	**Auto Check**	**VenuWorks, Inc. (00000894)**			**141,276.57**
02/18/26	20845				105,057.80	
102140	*• Accrued Expenses - Other*		*F&B Commissions TOYO Sept-Nov*	105,057.80		
02/18/26	20844				24,946.62	

102140	*• Accrued Expenses - Other*		*Ad commissions TOYO Sept-Nov*	24,946.62		
02/18/26	20867	January Management 2026			11,272.15	
107306	*• VenuWorks Management Fee*		*January Management 2026*	11,272.15		
02/18/26	**29039**	**Auto Check**	**Vistar Corporation (00002787)**			**1,485.76**
02/18/26	79071618	TC Food Credit			-50.35	
101411	*• Inventory - Food*		*TC Food Credit*	-50.35		
02/18/26	79221817	TC Food			1,536.11	
101411	*• Inventory - Food*		*TC Food*	1,536.11		
02/18/26	**29040**	**Auto Check**	**Volz, Madeline (00004258)**			**144.00**
02/18/26	January 2026 LTS Coaching	January 2026 LTS Coaching			144.00	
107304	*• Contracted Services*		*January 2026 LTS Coaching*	144.00		
02/18/26	**29041**	**Auto Check**	**Washington State Department of Licensing (00003654)**			**7,307.90**
02/18/26	WWE NXT	WWE NXT			7,307.90	
101660	*• Prepaid Expenses - Manual*		*WWE NXT*	7,307.90		
02/18/26	**29042**	**Auto Check**	**Washington State Department of Licensing (00004480)**			
				VOID		**0.00**
02/18/26	**29043**	**Auto Check**	**WCP Solutions (00002788)**			**4,690.84**
02/18/26	14346959	Janitorial Supplies			545.95	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5500*	545.95		
02/18/26	14346958	Janitorial Supplies			2,060.81	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5500*	2,060.81		
02/18/26	14363069	Janitorial Supplies			1,437.07	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5533*	1,437.07		
02/18/26	14363071	Janitorial Supplies			422.23	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5533*	422.23		
02/18/26	14363070	Janitorial Supplies			55.49	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5533*	55.49		
02/18/26	14363072	Janitorial Supplies			169.29	
107203	*• Janitorial Supplies*		*Janitorial Supplies PO 5533*	169.29		
02/18/26	**29044**	**Auto Check**	**Tri-City Americans (00000851)**			**100,138.84**
02/18/26	Adj 12/27 Settlement				7,405.01	
102150	*• A/P Settlements*		*Bal Due 12/27 Ams v Portland*	7,405.01		
02/18/26	Adj 12/31 Settlement				8,990.88	
102150	*• A/P Settlements*		*Adj bal due Ams v Wenatchee*	8,990.88		
02/18/26	Ams v Moose Jaw 1/10/26				27,077.02	
102150	*• A/P Settlements*		*Ams v Moose Jaw 1/10/26*	27,077.02		
02/18/26	Ams v Kamloops 1/25/26				4,761.31	
102150	*• A/P Settlements*		*Ams v Kamloops 1/25/26*	4,761.31		
02/18/26	Ams v Brandon 1/30/26				13,683.78	
102150	*• A/P Settlements*		*Ams v Brandon 1/30/26*	13,683.78		
02/18/26	Ams v Wenatchee 1/31/26				16,504.78	
102150	*• A/P Settlements*		*Ams v Wenatchee 1/31/26*	16,504.78		
02/18/26	Ams v Portland 1/23/26				21,716.06	
102150	*• A/P Settlements*		*Ams v Portland 1/23/26*	21,716.06		
02/19/26	**29045**	**Auto Check**	**Baskin Robbins (00002754)**			**6,141.89**
02/19/26	AMS vs Seattle 2/14/26	Third Party Sales			2,384.32	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	2,152.32		
102160	*• Tips Payable*		*Third Party Tips for Employees*	232.00		
02/19/26	AMS vs Penticton 2/7/26	Third Party Sales			2,477.73	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	2,239.36		
102160	*• Tips Payable*		*Third Party Tips for Employees*	182.37		
104690	*• Concession Sales - Third Party Expense*		*Americool vouchers 4*	56.00		
02/19/26	Globetrotters 2/4/26	Third Party Sales			1,279.84	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	1,127.04		
102160	*• Tips Payable*		*Third Party Tips for Employees*	152.80		
02/19/26	**29046**	**Auto Check**	**Bobablastic (00003078)**			**3,400.75**
02/19/26	AMS VS Seattle 2/14/26	Third Party Sales			1,521.19	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	1,355.13		
102160	*• Tips Payable*		*Third Party Tips for Employees*	166.06		
02/19/26	WWE NXT LIVE 2/13/26	Third Party Sales			452.64	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	396.27		
102160	*• Tips Payable*		*Third Party Tips for Employees*	56.37		
02/19/26	AMS VS Penticton 2/7/26	Third Party Sales			1,426.92	
104690	*• Concession Sales - Third Party Expense*		*Third Party Sales*	1,234.17		
102160	*• Tips Payable*		*Third Party Tips for Employees*	152.75		
104690	*• Concession Sales - Third Party Expense*		*Americool vouchers 2*	40.00		

02/19/26	**29047**	**Auto Check**	**Chapala Express (00002758)**			**6,739.01**
02/19/26	AMS vs Seattle 2/14/26	Third Party Sales			2,841.20	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	2,463.59		
102160	*· Tips Payable*		*Third Party Tips for Employees*	377.61		
02/19/26	WWE NXT LIVE 2/13/26	Third Party Sales			1,212.97	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	1,042.52		
102160	*· Tips Payable*		*Third Party Tips For Employees*	170.45		
02/19/26	AMS vs Penticton 2/7/26	Third Party Sales			2,684.84	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	2,243.16		
102160	*· Tips Payable*		*Third Party Tips for Employees*	279.68		
104690	*· Concession Sales - Third Party Expense*		*Americool vouchers 11*	162.00		
02/19/26	**29048**	**Auto Check**	**Dog Haus Tri-Cities (00004205)**			**4,738.05**
02/19/26	AMS vs Seattle 2/14/26	Third Party Sales			2,046.10	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	1,738.20		
102160	*· Tips Payable*		*Third Party Tips for Employees*	307.90		
02/19/26	AMS vs Penticton 2/7/26	Third Party Sales			1,986.38	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	1,550.40		
102160	*· Tips Payable*		*Third Party Tips for Employees*	278.98		
104690	*· Concession Sales - Third Party Expense*		*Americool vouchers 10*	157.00		
02/19/26	Globetrotters 2/4/26	Third Party Sales			705.57	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	573.60		
102160	*· Tips Payable*		*Third Party Tips for Employees*	131.97		
02/19/26	**29049**	**Auto Check**	**Taco City (00003055)**			**4,098.82**
02/19/26	AMS vs Seattle 2/14/26	Third Party Sales			1,982.35	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	1,598.35		
102160	*· Tips Payable*		*CC Tips for Employees*	228.50		
104690	*· Concession Sales - Third Party Expense*		*Augua Fresca 5*	27.50		
104690	*· Concession Sales - Third Party Expense*		*Horchata 16*	128.00		
02/19/26	AMS vs Penticton 2/7/26	Third Party Sales			2,116.47	
104690	*· Concession Sales - Third Party Expense*		*Third Party Sales*	1,487.20		
102160	*· Tips Payable*		*Third Party Tips for Employes*	257.77		
104690	*· Concession Sales - Third Party Expense*		*Augua Fresca 1*	5.50		
104690	*· Concession Sales - Third Party Expense*		*Horchata 14*	112.00		
104690	*· Concession Sales - Third Party Expense*		*Americool vouchers 15*	254.00		
02/28/26		**Wire Transfer**	**Rocky Mountain Rigging (00002781)**			**17,023.72**
02/28/26	Toby Mac 2/28				17,023.72	
107401	*· Outside Event Expense*		*Toby Mac Rigging*	17,023.72		
02/28/26		**Wire Transfer**	**Backstage Entertainment Services LLC (00004419)**			**21,528.00**
02/28/26	33 - Toby Mac 2/28				21,528.00	
107404	*· Event Contracted Labor*		*Stagehands for Toby Mac*	21,528.00		
02/25/26		**Wire Transfer**	**Washington State Department of Revenue (00002989)**			**36,004.92**
02/25/26	Jan 2026 B&O tax due TOYO				36,004.92	
102325	*· B&O Tax Payable*		*Jan 2026 B&O tax due TOYO*	5,072.92		
102310	*· Sales Tax Payable - State*		*Jan 2026 B&O tax due TOYO*	29,342.04		
107603	*· B&O Taxes*		*Jan 2026 B&O tax due TOYO*	1,589.96		
02/27/26		**Wire Transfer**	**Backstage Entertainment Services LLC (00004419)**			**8,755.00**
02/27/26	34 - Ian Munsick				8,755.00	
107404	*· Event Contracted Labor*		*Stagehands for Ian Munsick*	8,755.00		
02/27/26		**Wire Transfer**	**Rocky Mountain Rigging (00002781)**			**3,750.55**
02/27/26	Ian Munsick, Kennewick				3,750.55	
107404	*· Event Contracted Labor*		*Riggers for Ian Munsick*	3,750.55		
02/27/26		**Wire Transfer**	**Slamhammer (00004096)**			**17,000.00**
02/27/26	2602186185D				17,000.00	
107401	*· Outside Event Expense*		*Sound and lights rental*	17,000.00		
02/27/26		**Wire Transfer**	**Pepper Entertainment (00002656)**			**13,500.00**
02/27/26	Jake Worthington payment				13,500.00	
101620	*· Cash Advances for Events*		*Jake Worthington show payment*	13,500.00		
02/27/26		**Wire Transfer**	**Pepper Entertainment (00002656)**			**1,500.00**
02/27/26	Tyler Nance payment				1,500.00	
101620	*· Cash Advances for Events*		*Tyler Nance Advance*	1,500.00		
02/25/26		**Wire Transfer**	**Washington State Department of Revenue (00002989)**			**9,324.42**
02/25/26	Adj B&O Rate Oct-Nov 2025				9,324.42	
107312	*· Sales & Use Tax Expense*		*Retro rate adjust Oct-Nov 2025*	9,324.42		

02/23/26		**Wire Transfer**	**King Beverage (00000486)**			**12,129.90**
	02/23/26	3246813	TC Beer		12,129.90	
	101413	• *Inventory - Beer*	*TC Beer*	12,129.90		
02/24/26		**Wire Transfer**	**King Beverage (00000486)**			**773.70**
	02/24/26	3248027	TC Beer		647.80	
	101413	• *Inventory - Beer*	*TC Beer*	647.80		
	02/24/26	3248287	TC Beer		10.90	
	101413	• *Inventory - Beer*	*TC Beer*	10.90		
	02/24/26	3247730	TC Beer		115.00	
	101413	• *Inventory - Beer*	*TC Beer*	115.00		
02/28/26		**Wire Transfer**	**Toast Inc (00004170)**			**1,530.49**
	02/28/26	POS Fees Feb 2026			1,530.49	
	107510	• *F&B Tools, Supplies & Equipment*	*POS fees for TOYO Feb 2026*	1,530.49		
02/28/26		**Wire Transfer**	**Ungerboeck System International, LLC (00003090)**			**20.00**
	02/28/26	Online CC fees			20.00	
	107310	• *Credit Card Fees*	*Online CC fees TOYO Feb 2026*	20.00		
02/28/26		**Wire Transfer**	**American Payment Solutions - APS (00002969)**			**231.10**
	02/28/26	TOYO CC fees Feb 2026			231.10	
	107310	• *Credit Card Fees*	*TOYO CC fees Feb 2026*	231.10		
02/28/26		**Wire Transfer**	**Fintech (00003296)**			**27.29**
	02/28/26	16661301			27.29	
	107514	• *F&B Credit Card & Banking Fees*	*Liquor transaction fees TOYO*	27.29		
02/28/26	**29050**	**Auto Check**	**Virginia Duarte (00003960)**			**300.00**
	02/28/26	26-0228367	Runner/Gas Toby Mac		300.00	
	107404	• *Event Contracted Labor*	*Runner/Gas Toby Mac*	300.00		
02/28/26	**29051**	**Auto Check**	**Boskovich Paul (00002984)**			**250.00**
	02/28/26	26-0228366	Runner Toby Mac		250.00	
	107404	• *Event Contracted Labor*	*Runner Toby Mac*	250.00		
02/28/26	**29052**	**Auto Check**	**Emineth Adrianne (00003013)**			**300.00**
	02/28/26	26-0228365	Runner Toby Mac		300.00	
	107404	• *Event Contracted Labor*	*Runner Toby Mac*	300.00		
02/26/26	**29053**	**Auto Check**	**Boskovich Paul (00002984)**			**250.00**
	02/26/26	26-0226366	Runner Ian Munsick		250.00	
	107404	• *Event Contracted Labor*	*Runner Ian Munsick*	250.00		
02/26/26	**29054**	**Auto Check**	**Emineth Adrianne (00003013)**			**250.00**
	02/26/26	26-0226365	Runner Ian Munsick		250.00	
	107404	• *Event Contracted Labor*	*Runner Ian Munsick*	250.00		

Total Paid Toyota Center Operating: **809,417.23**

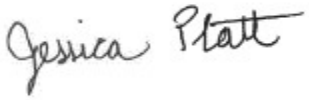
TOYO Sterling Box Office Account

02/28/26		**Wire Transfer**	**AMERICAN EXPRESS (00003298)**			**49.39**
	02/28/26	Box Office CC fees Feb 2026			49.39	
	107311	• *Banking Fees*	*Box Office CC fees Feb 2026*			
				Banking Fees 49.39		

Total Paid Toyota Center Box Office: **49.39**

Total Paid Toyota Center COMBINED: **809,466.62**

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



Jessica Platt, Finance Director

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

Check numbers 28979-29054		$	269,998.98
Electronic transfers - Operations			539,418.25
Electronic transfers - Box Office			49.39
	Total	$	809,466.62

Exceptions:

Council Agenda Coversheet	Item Number:	4.f.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: 2025 JAG Interlocal Agreement Approval**			
	Department:	City Attorney			

Recommendation

Staff recommends that City Council authorize the City Manger to enter into the 2025 JAG Interlocal Agreement.

Motion for Consideration

Motion to authorize the City Manager to execute the 2025 JAG Interlocal Agreement.

Summary

The Kennewick Police Department has applied for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) funding from the Bureau of Justice Assistance. This grant will be shared with Benton County and the City of Richland as the City of Kennewick is certified disparate. The City of Kennewick will be the fiscal agent for this grant, ensuring all draw-downs and expenditures are tracked separately from other funding. The City of Kennewick will also ensure reporting requirements are met.

The 2025 total JAG award to the City of Kennewick, City of Richland, and Benton County is $47,625 and will be divided as follows: City of Kennewick $28,575; City of Richland $11,906 and Benton County $7,144, as we are certified disparate, therefore requiring one application for the shared award.

The City of Kennewick Police Department intends to use the funds from this award to purchase four (4) Motorola Police portable radios for daily real-time secure communication, collaboration and emergency preparation efforts.

Alternatives

N/A

Fiscal Impact

Provided funding to the City of Kennewick Police Department is to purchase four (4) Motorola Police portable radios for daily real-time secure communication, collaboration and emergency preparation efforts.

Attachments:

1. Agreement

THE STATE OF WASHINGTON
COUNTY OF BENTON **KNOW ALL BY THESE PRESENT**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA THE CITY OF RICHLAND, WA AND COUNTY OF BENTON, WA

2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this **21st of April, 2026** (hereinafter referred to as the Effective Date) by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as KENNEWICK), and the City of Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three situated in Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of Revised Code of Washington (RCW) 39.34 and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, the total award to KENNEWICK, RICHLAND and COUNTY is forty seven thousand six hundred twenty-five dollars ($47,625), which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions; and,

WHEREAS, KENNEWICK, RICHLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, KENNEWICK, RICHLAND and COUNTY agree as follows:

Section 1. The purpose of this agreement is to identify KENNEWICK is the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of eleven thousand nine hundred six dollars ($11,906) and COUNTY a total of seven thousand one hundred forty four dollars ($7,144) of JAG funds from the 2025 award.

Section 2. COUNTY agrees to use seven thousand one hundred forty four dollars ($7,144) to subscribe to Genasys CONNECT for daily real-time, secure communication and collaboration and emergency preparation efforts.

Section 3. RICHLAND agrees to use eleven thousand nine hundred six dollars ($11,906) for police radios for patrol officers.

Section 4. KENNEWICK agrees to use twenty-eight thousand five hundred seventy-five dollars ($28,575) for police radios for officers or detectives.

Section 5. RICHLAND and COUNTY agree to submit timely quarterly reports to KENNEWICK, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with the reporting requirements for the JAG program.

Section 6. Nothing in the performance of this Agreement shall impose any liability on KENNEWICK for claims against COUNTY or RICHLAND, or on COUNTY or RICHLAND for claims against KENNEWICK.

Section 7. Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 8. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9. The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 10. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11. The term of this Agreement shall be from the date of signing through September 30, 2028.

Section 12. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 13. Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County: Sheriff Mike Clark
City of Richland: Chief Marty Pilcher
City of Kennewick: Chief Chris Guerrero

Section 14. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

Section 15. Pursuant to RCW 39.34.040, this Agreement shall become effective on the Effective Date first written above only upon filing with the Benton County Auditor or posting on each agency's website after full execution by the Parties.

Section 16. No separate legal or administrative entity is created upon execution of this Interlocal Coordination Agreement, and no property will be acquired or owned under this Agreement.

[Signature pages to follow]

City of Kennewick, Washington

_____
ERIN ERDMAN, City Manager

ATTEST:

_____
KRYSTAL JOHNSTON, City Clerk

APPROVED AS TO FORM:
Contract Authorization

_____
LAURENCIO SANGUINO, City Attorney

City of Richland, Washington

_____
JON AMUNDSON, ICMA-CM
City Manager

ATTEST:

_____
JENNIFER ROGERS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

County of Benton, Washington

_____
Chairman of Benton County
Commission

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney

Council Agenda Coversheet				Category: Consent Agenda
	Item Number:	4.g.	**Date:** 4/21/2026	
	Item Type:	Contract/Agreement/Lease		
	Subject:	**Contract: Amendment to Drinking Water State Revolving Fund (DWSRF) Loans for the Ranney Collector No. 5 PFAS Treatment System Improvements Project (P2508)**		
	Department:	Public Works		
	Project #:	P2508	**Contract #:** DWL31535-1 & DWL32689-0	

Recommendation

Staff recommends the City accept the Drinking Water State Revolving Fund (DWSRF) loans for the RC5 PFAS Treatment System Improvements and authorize the City Manager to execute the funding contracts.

Motion for Consideration

Motion to authorize the City Manager to execute the contracts as presented, as well as future amendments resulting in no increased cost change.

Summary

City Council approved the acceptance of the $15 million DWSRF loan on January, 6, 2026. See attached memo outlining the DWSRF funding changes.

Low levels of per- and poly-flouroalkyl substances (PFAS) were identified in the water supply of Ranney Collector No. 5 (RC 5) in the City's water system. In late 2024, the City's Water System Plan (WSP) was amended to include a capital project related to the treatment of PFAS at RC5, a requirement to qualify for a Drinking Water State Revolving Fund (DWSRF) low interest loan. On November 19, 2024, City Council authorized staff to apply for a DWSRF loan. In early 2025, the City was awarded a $15 million (the maximum award per jurisdiction) DWSRF loan.

The total project cost for the RC5 PFAS Treatment system is estimated to be approximately $33 million. Of the $33 million total project cost, $15 million would come from the DWSRF loan. The remaining funding needed for the project is anticipated to come from other debt financing. The City will continue to pursue grants and low-interest financing to fund the project. Debt service for the project will be paid through water rates and was included in the water rate model presented and approved by the City Council in November 2024.

The contracts has been reviewed and approved by the City Attorney.

Alternatives

Fiscal Impact

The City is eligible for a $15 million DWRSF loan at 1.75% interest rate with no loan administration fees and a 24-year loan term. The amended loan includes a 35% principal loan forgiveness on $14,778,683 which is $5.17 million and a new separate loan that includes a 100% principal loan forgiveness on $221,317, thus reducing the principal balance from a total loan amount at $15 million loan to $9.61 million. The DWRSF loan program reduces the long-term repayment obligation and lowers the overall project financing costs. The annual loan principal and interest payment is anticipated to be approximately $550K. The debt service has been included in the water utility rate model.

Attachments:

1. Memo
2. DWL31535-1 Agreement
3. DWL32689-0 Agreement

Leading the Way

MEMORANDUM Public Works Department

Date: April 8, 2026

To: Kennewick City Council

From: Jeremy J. Lustig, PE, Deputy Public Works Director

Subject: ***DWSRF PFAS Loan Funding Changes***

The Washington State Department of Health (DOH) recently reached out and notified Kennewick staff that a portion of the original $15 million Drinking Water State Revolving Fund (DWSRF) Loan is eligible at 100% forgiveness in lieu of the original total at 35% forgiveness, providing additional savings to the City for the Ranney Collector No. 5 PFAS Treatment System Improvements Project

The purpose of this memo is to outline the need to amend the existing Drinking Water State Revolving Fund DWSRF loan accepted by City Council at the January 6th, 2026, City Council meeting to recognize the additional savings. In order to capture the additional savings, the DOH will need to 1) amend the existing DWSRF loan and 2) establish a new DWSRF loan for the amount eligible to be 100% forgiven. The original $15M DWSRF loan will be reduced by $221,317 to $14,778,683 with 35% of this amount eligible for forgiveness and all other loan terms stay the same. A new loan is required to be established in the amount of $221,317 and will be eligible for 100% forgiveness at project completion and all other loan terms are the same as the original loan.

Original Loan terms (previously accepted):

Loan Amount	$15,000,000
35% Forgivable	$5,250,000
Principal Financed	$9,750,000

New Loan terms

Original Amended Loan	
Loan Amount	$14,778,683
35% Forgivable	$5,172,539
Additional/ New Loan	
Loan Amount	$221,317
100% Forgivable	$221,317

Total Principal Financed after Forgiveness $9,606,144

PUBLIC WORKS

1010 E. Chemical Drive • PO Box 6108 • Kennewick, WA 99336-0108
(509) 585-4413 • Fax (509) 585-4451 • Jeremy.Lustig@ci.kennewick.wa.us

Washington State Department of HEALTH

CONTRACT AMENDMENT

1. NAME OF CONTRACTOR City of Kennewick	2. CONTRACT NUMBER **DWL31535**
1a. ADDRESS OF CONTRACTOR (STREET) 210 W 6th Avenue	2a. AMENDMENT NUMBER **1**
1b. CITY, STATE, ZIP CODE Kennewick, WA 99336-0108	

3. ☒ **THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.**
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.

4. ☐ **THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS.**
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.

5. **DESCRIPTION OF AMENDMENT:** The purpose of this amendment is to remove the Emerging Contaminant funds ($221,317), and update the total loan amount to $14,778,683.

5a. **Statement of Work**: is revised in accordance with **Exhibit A,** attached hereto and incorporated herein.

5b. **Budget**: is revised in accordance with **Exhibit B,** attached hereto and incorporated herein.

5c. **Consideration:** This amendment decreases the **Contract Consideration** by $221,317; therefore, the revised maximum consideration of this contract and all amendments shall not exceed $14,778,683.

5d. **Period of Performance:** remains unchanged through **10/1/2049.**

5e. **The Effective Date of this Amendment:** is the **Date of Execution.**

6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.

7. ☐ This is a unilateral amendment. Signature of contractor is not required below.
☒ Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.

8. CONTRACTOR SIGNATURE	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report, construction documents, and rapid small scale column testing (RSSCT) results to DOH EPH ODW Operations ODWOperations@doh.wa.gov for review and approval.
2. Submit bid documents to DOH EPH ODW Operations ODWOperations@doh.wa.gov and Contract Manager for review and approval.
3. Submit SEPA determination to DOH Cultural and Environmental Program Specialist.
4. Complete cultural and historical review process. Submit finalization letter.
5. Perform RSSCT analysis to determine media to be used for PFAS removal. Submit results to DOH EPH ODW Operations ODWOperations@doh.wa.gov for review and approval.
6. Install the treatment system at RC5 Treatment Facility including a new treatment building, approximately 8 pressure vessels with filtration media, piping, controls, and electrical.
7. Upgrade 4 booster pumps and electrical system, if required.
8. Construct site improvements such as grading, storm drainage, and paving.
9. Submit completed Construction Completion Report DOH EPH ODW Operations ODWOperations@doh.wa.gov.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment & rehab, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	$350,000
Environmental Review	$250,000
Historical Review/Cultural Review	$50,000
Land/ROW Acquisition	$25,000
Permits	$100,000
Public Involvement/Information	$25,000
Bid Documents (Design Engineering)	$3,000,000
Construction: Estimated Cost. Provide details on following pages.	$9,000,000
Contingency: (10% min, 20% max)	$1,000,000
DOH Review/Approval Fees:	$15,000
Sales or Use Taxes	$645,000
Construction Engineering/Inspection	$525,000
Insurance:	$0
Audit:	$15,000
Legal:	$0
Service Meters (Purchase and Installation)	$0
Other: This amendment removes this amount from total budget	**-$221,317**
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	**$14,778,683**
DWSRF Loan Origination Fee (1%)	**0**
DWSRF Loan Award	**$14,778,683**

DWL31535-1, CITY OF KENNEWICK, PFAS CONTAMINATION IMPROVEMENTS

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	**$**
Loans		
This Loan Request	**DWSRF loan DWL31535-1 *(stimulus)***	**$14,778,683**
Other Loan #1	**DWSRF loan DWL32689-0 *(emerging contaminants)***	**$221,317**
Other Loan #2		$
Other Loans		$
New Loans		$
	Total Loans	**$**
Local Revenue		
Source #1	**Water Enterprise Fund**	**$18,555,000**
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	**$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	**$**
TOTAL PROJECT FUNDING		**$33,555,000**

4/6/26

Erin Erdman, City Manager
PO Box 6108
Kennewick, WA 99336
Erin.Erdman@ci.kennewick.wa.us

RE: Loan Contract Number: DWL32689-0

Dear Erin Erdman,

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review and sign the document. Once signatures are obtained, please return by email.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Brittany Cody-Pinkney
360-236-3047
Brittany.Cody-Pinkney@DOH.WA.GOV

Enclosures:
ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

September 2025

Version History		
Date	**Revision(s)**	**Version**
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1
09-15-2025	DOH's Office of Drinking Water worked with AHD Assistant Attorney General to modify template and incorporate up-to-date provisions for public works projects performed in the State of Washington.	2

1. CONTRACT FACE SHEET

DWL32689-0 City of Kennewick- PFAS Contamination Improvements
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

<table>
<tr><td colspan="2">1. Borrower

City of Kennewick
PO BOX 6108
Kennewick, WA 99336</td><td colspan="2">2. Borrower Doing Business As (optional)</td></tr>
<tr><td colspan="2">3. Borrower Type
Construction Loan</td><td colspan="2">4. Borrower's Statutory Authority</td></tr>
<tr><td colspan="2">5. Borrower Contract Manager Information
Name: Erin Erdman
Title: City Manager
Phone: 509-585-4200
Erin.Erdman@ci.kennewick.wa.us</td><td colspan="2">6. DOH Contract Manager
Brittany Cody-Pinkney
P.O. Box 47822
Olympia, WA 98504-7822
360-236-3047
Britany.cody-pinkney@doh.wa.gov</td></tr>
<tr><td colspan="4">7. Project Name: City of Kennewick- PFAS Contamination Improvements</td></tr>
<tr><td>8. Loan
Amount: $221,317
Loan Fee: 0.00
Interest Rate: 1.75%</td><td>9. Funding Source
Federal: ☒ State: ☐
Other:☐</td><td>10. Start Date
Date of Last Signature</td><td>11. End Date
10/01/2049</td></tr>
<tr><td colspan="4">12. Federal Funding Agency Environmental Protection Agency
Catalogue of Federal Assistance (CFDA) Number 66.468</td></tr>
<tr><td>13. Borrower Tax ID #
91-6001253</td><td>14. SWV #
0000311-03</td><td>15. Borrower UBI #
034-001-675</td><td>16. Borrower UEI#
HY79QSTNGQB5</td></tr>
<tr><td colspan="4">17. Contract Purpose
DOH and the party identified above as Borrower (BORROWER), have entered into this loan agreement (CONTRACT) to fund the project identified above and further described in Attachment I (Scope of Work) (PROJECT) that furthers the goals and objectives of the DOH DWSRF Program (PROGRAM). The Project will be done by the BORROWER as described in the Attachment I (Scope of Work) and this Contract. The rights and obligations of the parties are governed by this Contract and the following documents are incorporated by reference: (1) General Terms and Conditions including Declarations; (2) Attachment I–Scope of Work; (3) Attachment II–Attorney's Certification; (4) Attachment III–Federal and State Requirements; (5) Attachment IV–Disadvantaged Business Enterprise Requirements; (6) Attachment V–Certification Regarding Debarment, Suspension, and Other Responsibility Matters; (7) Attachment VI–DWSRF Eligible Project Costs; and (8) Attachment VII–Labor Standard Provisions for Subrecipients that are Governmental Entities. By signing below, the parties acknowledge and accept the terms of this Contract.</td></tr>
<tr><td colspan="2">AUTHORIZED REPRESESENTATIVE OF BORROWER</td><td colspan="2">AUTHORIZED REPRESENTATIVE OF DOH</td></tr>
<tr><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td><td colspan="2">_____
Signature

_____
Print Name

_____
Title

_____
Date</td></tr>
</table>

	TEMPLATE APPROVED AS TO FORM ONLY Lisa Koperski, AAG Signature on File Sept. 16, 2025 Date

2. TABLE OF CONTENTS

1.	**CONTRACT FACE SHEET**
2.	**TABLE OF CONTENTS**
3.	**DECLARATIONS**
3.1.	BORROWER INFORMATION
3.2.	PROJECT INFORMATION (PROJECT)
3.3.	CONTRACT COMMUNICATION
3.4.	LOAN INFORMATION
3.5.	FUNDING INFORMATION
3.6.	SPECIAL TERMS AND CONDITIONS
4.	**GENERAL TERMS AND CONDITIONS**
4.1.	AUTHORITY
4.2.	FULL AGREEMENT
4.3.	ORDER OF PRECEDENCE
4.4.	LOAN AMOUNT
4.5.	LOAN FEE
4.6.	LOAN TERM
4.7.	INTEREST RATE
4.8.	LOAN FORGIVENESS
4.9.	RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION
4.10.	TIME OF PERFORMANCE
4.11.	PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT
4.12.	LOAN PAYMENTS
4.13.	DEDICATED ACCOUNT FOR LOAN PAYMENTS
4.14.	LOAN DEFAULT
4.15.	LOAN SECURITY
4.16.	AMENDMENTS, MODIFICATIONS, ASSIGNMENTS AND WAIVERS
4.17.	BUILD AMERICA BUY AMERICA
4.18.	ATTORNEY'S FEES
4.19.	PROHIBITION AGAINST PAYMENT OF BONUS AND COMMISSIONS
4.20.	COMPLIANCE
4.21.	CONFIDENTIALITY/SAFEGUARDING OF INFORMATION
4.22.	DISPUTES
4.23.	ELIGIBLE PROJECT COSTS
4.24.	FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM
4.25.	FINANCIAL AUDIT
4.26.	FRAUD AND OTHER LOSS REPORTING

4.27. GOVERNING LAW AND VENUE
4.28. HISTORICAL AND CULTURAL REQUIREMENTS
4.29. INDEMNIFICATION
4.30. INDEPENDENT CAPACITY OF THE BORROWER
4.31. INTERNAL CONTROLS
4.32. INSURANCE COVERAGE REQUIREMENTS
4.33. INDUSTRIAL INSURANCE COVERAGE
4.34. LAWS
4.35. LICENSING, ACCREDITATION, AND REGISTRATION
4.36. LITIGATION
4.37. NONCOMPLIANCE with NONDISCRIMINATION laws
4.38 PAY EQUITY
4.39. POLITICAL ACTIVITES
4.40. PREVAILING WAGE
4.41. PROCUREMENT
4.42. PROHIBITION STATEMENT
4.43. PROJECT SIGNS
4.44. PUBLIC RECORDS ACT
4.45. PUBLICITY
4.46. RATES AND RESERVES
4.47. RECAPTURE
4.48. RECORDKEEPING AND ACCESS TO RECORDS
4.49. REDUCTION IN FUNDS
4.50. REGISTRATION
4.51. RIGHT OF INSPECTION
4.52. SEVERABILITY
4.53. SITE SECURTITY
4.54. STATE PUBLIC WORKS
4.55. SUBCONTRACTING
4.56. SURVIVAL
4.57. TAXES
4.58. TERMINATION FOR CAUSE
4.59. TERMINATION FOR FRAUD
4.60. TERMINATION OR SUSPENSION FOR CONVENIENCE
4.61. TERMINATION PROCEDURES
4.62. WORK HOURS AND SAFETY STANDARDS
4.63. ACCESS TO DATA
4.64. ADVANCE PAYMENTS PROHIBITED

4.65.	ALLOWABLE COSTS
4.66.	AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35 ALLOWABLE COSTS
4.67.	BREACHES OF OTHER STATE CONTRACTS
4.68.	CODE REQUIREMENTS
4.69.	CONFLICT OF INTEREST
4.70.	DUPLICATE PAYMENT

ATTACHMENT I	SCOPE OF WORK (PROJECT)
ATTACHMENT II	ATTORNEY’S CERTIFICATION
ATTACHMENT III	FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of Kennewick
Loan Number**:**	**DWL32689-0**
Application Number:	2024-4326A
State Wide Vendor Number:	0000311-03

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	City of Kennewick- PFAS Contamination Improvements
Project Location (City or County):	Benton County
Project State:	Washington
Project Zip Code:	99336-0108

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount:	**$221,317 (Emerging Continimants)**
Loan Fee (Included in loan amount if applicable):	**0.00**
Principal Loan Forgiveness %:	**100%**
Loan Term:	**24 Years**
Interest Rate:	**1.75%**
Payment Month(s):	**October 1st Annually**
Earliest Date for Construction Reimbursement:	**One year prior to contract execution**
Time of Performance:	**48 months from Contract start date (date of last signature) to Project Completion date.**
Notice to Proceed:	**18 months from Contract start date (date of last signature)**

3.5. FUNDING INFORMATION

Total Funds from BORROWER:	To be determined
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	**$221,317**
Total Amount of Loan:	**$221,317**
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

3.6. SPECIAL TERMS AND CONDITIONS

NA

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (***SDWA***) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (***DOH***) has awarded BORROWER identified on the Face Sheet of this CONTRACT a Drinking Water State Revolving Fund Loan (***LOAN***) for the PROJECT defined on the Face Sheet of this CONTRACT. Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (***EPA***), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as "Lender" and BORROWER is referred to as "Contractor." DOH and BORROWER are individually a ***"party"*** and, collectively, the ***"parties."***

4.2. FULL AGREEMENT

This CONTRACT contains all the terms and conditions agreed upon by the parties and is the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT will be deemed to exist or to bind any of the parties hereto.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

A. Applicable, state and federal statutes
B. Applicable local, state, and federal regulations
C. CONTRACT amendments (if any)
D. The Declarations Page of the CONTRACT
E. The General Terms and Conditions of the CONTRACT
F. Attachment I of the CONTRACT
G. Attachment II of the CONTRACT
H. Attachment III of the CONTRACT
I. Attachment IV of the CONTRACT
J. Attachment V of the CONTRACT
K. Attachment VI of the CONTRACT
L. Attachment VII of the CONTRACT

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as "Loan Amount" in the Declarations (***LOAN AMOUNT***). The LOAN AMOUNT will not exceed 100% of the actual eligible PROJECT costs (***ELIGIBLE PROJECT COSTS***). The parties understand and agree that the LOAN AMOUNT does not include the LOAN FEE which will be charged in accordance with Section 4.5 (Loan Fee) below.

4.5. LOAN FEE

If DOH assessed a "Loan Fee" in the Declarations (***LOAN FEE***), then: (a) the LOAN FEE will be the LOAN FEE shown in the Declarations; (b) the LOAN FEE will be 1% of the loan request; and (c) the LOAN FEE will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased through CONTRACT amendment, then DOH will assess an additional LOAN FEE equal to 1% of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed through a CONTRACT amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is 24 years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is 20 years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases any or all of the Loan Amount (***LOAN FUNDS***) to BORROWER in accordance with applicable law and PROGRAM AND DOH policies.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, then the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN FUNDS to BORROWER to reimburse BORROWER for ELIGIBLE PROJECT COSTS. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress of the PROJECT made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within 30 days, if BORROWER is not in alleged or actual breach of any CONTRACT with a Washington state agency.

DOH will withhold 10% of LOAN FUNDS until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within 30 calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within 18 months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the Time of Performance set forth in the Declarations (***TIME OF PERFORMANCE***). If there are extenuating circumstances, BORROWER may request, in writing, at least 90 calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this Section, it is a material breach of CONTRACT, and DOH may terminate or suspend this CONTRACT immediately and for cause if DOH so desires.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
E. Documentation of BORROWER's compliance with National Historic Preservation Act of 1966, 54 U.S.C. Subtitle III, Public Law 89-665, as amended (including, without limitation, by Public Law 96-515) (***NHPA*** or ***National Historic Preservation Act***).

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than 1 year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. Payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM. Additionally, BORROWER must either have a dedicated general ledger account for the LOAN AMOUNT or a dedicated bank account for the LOAN AMOUNT to ensure that there is no co-mingling of the LOAN AMOUNT with other municipality resources.

4.13. DEDICATED ACCOUNT FOR LOAN PAYMENTS

Within 30 calendar days of the CONTRACT start date, BORROWER must provide DOH with documentation that BORROWER has an account at an FDIC-insured institution dedicated for repaying the LOAN. The funds and interest accrued in the account must be used solely to make LOAN payments.

During the LOAN TERM, BORROWER will ensure that by September 30th of repayment years, the dedicated account's balance is equal to one years' payment of principal, fees, and interest on the LOAN.

4.14. LOAN DEFAULT

DOH must receive BORROWER'S payment within 30 calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the 1st day past the due date. The penalty will be at the rate set forth by DOH that accords with applicable law but which the parties agree and understand may be 1% of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this Section, including in any alternative dispute resolution proceeding.

4.15. LOAN SECURITY

"Loan Security" (***LOAN SECURITY***) is only required if identified in the Declarations. If LOAN SECURITY is required under the CONTRACT, then:
(a) BORROWER will assist DOH in completing and filing all financing statements or other collateral documentation reasonably required by DOH; and
(b) BORROWER will execute all assignments, security agreements, and financing statements necessary to establish, perfect, and maintain the security interests of DOH.

Nothing in this Section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

Notwithstanding this, in its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to BORROWER's obligations under existing or future bonds and notes.

4.16. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Any amendments, modifications, assignments, and/or waivers to any of the terms and conditions of this CONTRACT supersede those terms as found in the original CONTRACT and will not be binding on the parties unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee (where delegation is made prior to action) has the express, implied, or apparent authority to enter into, alter, amend, assign, modify, or waive any terms, clauses, or conditions of this CONTRACT. Additionally, neither this CONTRACT nor any Claim arising under this CONTRACT, will be transferred or assigned by the BORROWER without prior written consent of DOH.

Neither this CONTRACT nor any Claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including LOAN FEES and/or ineligible project costs (if any) be paid in full as a condition of approval.

Nothing in this CONTRACT (including, without limitation, terms, conditions, assurances, and certifications) may be waived and/or modified unless approved in writing and signed by an authorized representative of DOH. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach will not be deemed to be a waiver of any subsequent default or breach.

4.17. BUILD AMERICA, BUY AMERICA (IF APPLICABLE)

None of the LOAN FUNDS under this CONTRACT will be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel, manufactured products, and construction materials used in the project are produced in the United States including, without limitation, iron and steel, manufactured products, and construction materials in accordance with the Build America, Buy America, Pub. L. No. 117-58, §§ 70901-52 (***BABA***) Requirements and/or any successor legislation. BORROWER hereby represents and warrants to and for the benefit of DOH and any other funding authority and/or source that BORROWER understands this obligation and the requirements of BABA and will use the LOAN FUNDS in accordance with the requirements set forth in this Section.

Notwithstanding this, an authorized representative of DOH may waive this requirement in writing if:

A. Compliance would be inconsistent with the public interest; or
B. The particular products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
C. Inclusion of products produced in the United States will increase the cost of the overall project by more than 25%; or
D. A waiver is approved by the Environmental Protection Agency (***EPA***).

BORROWER must submit any such waiver request to DOH, which will then submit the waiver request to EPA. The full text of the Build America, Buy America provision can be found under The Infrastructure Investment and Jobs Act (***IIJA***), Pub. L. No. 117-58, which includes BABA,.

4.18. ATTORNEYS' FEES

Unless expressly permitted under another Section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the CONTRACT terms and conditions.

4.19. PROHIBITION AGAINST PAYMENT OF BONUS AND COMMISSION

LOAN FUNDS provided under this CONTRACT will not be used in payment of any bonus or commission for the purpose of obtaining approval of the loan application or any other approval under this CONTRACT. This Section does not prohibit paying reasonable fees for *bona fide* technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS. For the avoidance of doubt, no actual solicitation costs can be paid for LOAN FUNDS received under this CONTRACT.

4.20. COMPLIANCE

BORROWER will comply with all applicable federal, state, and local laws, requirements, codes, regulations, policies, and ordinances of local and state and federal governments, as now or hereafter amended (including, without limitation, for the design, implementation, and administration) of the PROJECT and this CONTRACT, including, without limitation, those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance as soon as practicable if requested by DOH or its agents.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, and/or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate or suspend the CONTRACT.

4.21. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

i. All material provided to the BORROWER by DOH that is designated as "confidential" by DOH; and

ii. All material produced by the BORROWER that is designated as "confidential" by DOH; and

iii. All Personal Information in the possession of the BORROWER that may not be disclosed under state or federal law.

B. The BORROWER will comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The BORROWER will use Confidential Information solely for the purposes of this CONTRACT and will not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of DOH or as may be required by law. The BORROWER will take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the BORROWER will provide DOH with its policies and procedures on confidentiality. DOH may require changes to such policies and procedures as they apply to this CONTRACT whenever DOH reasonably determines that changes are necessary to prevent unauthorized disclosures. The BORROWER will make the changes within the time period specified by DOH. Upon request, the BORROWER will immediately return to DOH any Confidential Information that DOH reasonably determines has not been adequately protected by the BORROWER against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The BORROWER will notify DOH within 5 working days of BORROWER's discovery of any unauthorized use or disclosure of any confidential information and will take necessary steps to mitigate the harmful effects of such use or disclosure.

4.22. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation (***Dispute***), either party may request a Dispute hearing with the Director of the Office of Drinking Water (***Director***), who may designate a neutral person to decide the Dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral person.

The request for a Dispute hearing must:

A. Be in writing;
B. State the disputed issues;
C. State the relative positions of the parties;
D. State BORROWER's name, address, and CONTRACT number involved in or related to the Dispute;
E. Provide contact information for the requester's representative; and
F. Be mailed to the Director and the other party's (***Respondent's***) Contract Manager within 3 working days after the parties agree that they cannot resolve the Dispute.

The Respondent will send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the Dispute.

The Director or Director's designee will review the written statements and reply in writing to both parties within 10 working days. The Director or Director's designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and will not be admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding Dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (***ADR***) method in addition to or instead of the Dispute hearing procedure outlined above.

4.23. ELIGIBLE PROJECT COSTS

BORROWER will comply with all obligations set forth under this CONTRACT including, without limitation, Attachment VI-DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors and/or subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
B. Complied with all provisions of the National Historic Preservation Act;
C. Complied with Prevailing Wage requirements;
D. Received approval from DOH of the PROJECT report and related construction documents for all applicable activities described in the PROJECT; and
E. Complied with any other LOAN conditions required by DOH.

For the avoidance of doubt, BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 (Recapture). Any such repayment may be subject to interest on any remaining balance, at the rate determined by state regulations and as allowed under state and federal law.

4.24. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that BORROWER has not and will not submit to DOH any information that is false, incorrect, or incomplete. BORROWER understands and agrees that providing false, fictitious, or misleading information to a state agency or otherwise receiving and attesting to PROGRAM benefits that you are not entitled to is a violation of applicable state law. Such violations may be a criminal violation under state law, including, without limitation, RCW 9A.56.020 (Theft defined), RCW 9A.56.030 (Theft in the 1st degree), RCW 9A.56.040 (Theft in the 2nd degree), or other applicable statutes. Such violations for the receipt and disbursements of LOAN FUNDS may also result in civil penalties or administrative fines. The parties understand and agree that DOH may pursue all applicable remedies for violations by BORROWER under this Section.

4.25. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (***GAAP***) promulgated by the Financial Accounting Standards Board (***FASB***). BORROWER will maintain its records and accounts in accordance with GAAP and other applicable FASB requirements to facilitate any audit under this CONTRACT. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its contractors and/or subcontractors. DOH reserves

the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from an audit.

Audits must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with applicable law, regulations, and requirements of this CONTRACT. Any such audit report will also highlight any issues that could have a direct and material effect on DOH.

BORROWER will send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than 9 months after the end of BORROWER's fiscal year. BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within 3 months of the audit report.

4.26. FRAUD AND OTHER LOSS REPORTING

BORROWER will report in writing all known or suspected fraud or other loss of any funds or other property furnished under this CONTRACT immediately or as soon as practicable to the DOH Representative identified on the Face Sheet.

4.27. GOVERNING LAW AND VENUE

This CONTRACT will be construed and interpreted according to the laws of the State of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County. If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it will be considered modified to conform to that statute or rule of law.

4.28. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements under Section 106 of the National Historic Preservation Act. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the NHPA.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (***THPO***), DOH Contract Manager, and the State's Historical Preservation Officer (***SHPO***) at the Washington State Department of Archaeology and Historic Preservation (***DAHP***). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the State of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's contractors' and/or subcontractors' activities.

BORROWER will include the requirements of this Section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this Section.

4.29. INDEMNIFICATION

To the fullest extent permitted by law, BORROWER will indemnify, defend, and hold harmless DOH, the State of Washington, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims arising out of or incident to BORROWER'S or any BORROWER'S contractors' and/or subcontractors' performance or failure to perform the CONTRACT (including, without limitation, injury or death).

BORROWER'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of BORROWER's agents, employees, representatives, and/or subcontractor(s) (and their agents, employees, and representatives, to the extent that BORROWER is using any contractor and/or subcontractor for the Project). For the avoidance of doubt, BORROWER's obligations under this Section will not be eliminated or reduced by any

actual or alleged concurrent negligence of DOH, the State of Washington, agencies of the State, or any of their officials, agents, employees, and/or representatives.

BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the State of Washington includes any Claim by BORROWER'S agents, employees, officers, contractors, subcontractors, and/or contractor or subcontractor employees. Notwithstanding this, the BORROWER's obligations will not include such Claims that may be caused by the sole negligence of the State and its agencies, officers, officials, agents, and/or employees.

BORROWER waives immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officers, officials agents, and/or employees.

4.30. INDEPENDENT CAPACITY OF THE BORROWER

The parties intend that an independent contractor relationship will be created by this CONTRACT. The BORROWER and its employees, officers, representatives, and/or agents performing under this CONTRACT are not employees or agents of the State of Washington or DOH. The BORROWER will not hold itself out as or claim to be an officer or employee of DOH or of the State of Washington by reason hereof nor will the BORROWER make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the PROJECT will be solely with the BORROWER.

4.31. INTERNAL CONTROLS

BORROWER must designate one person as fiscal coordinator of the LOAN. BORROWER must maintain effective internal controls and comply with standards adopted by FASB.

4.32. INSURANCE COVERAGE REQUIREMENTS

A. Insurance Requirements for Reimbursable Activities

The BORROWER will have insurance coverage that is substantially similar to the coverage described in Section 4.28(B) below for all periods in which BORROWER performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the BORROWER or contractor and/or subcontractor, or agents of any of them, while performing under the terms of this CONTRACT.

B. Additional Insurance Requirements During the Term of the CONTRACT

i. The BORROWER shall provide proof to DOH of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this CONTRACT but in no less than $1,000,000 per occurrence. Additionally, the BORROWER is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of or related to subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this CONTRACT and throughout the Commitment Period.

b. Property Insurance. The BORROWER shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this CONTRACT and the Commitment Period.

c. Professional Liability, Errors, and Omissions Insurance. If BORROWER will be providing any professional services to be reimbursed under this CONTRACT, the BORROWER shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the BORROWER and licensed staff employed or under contract to the BORROWER. The State of Washington, the Department of Health, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the CONTRACT and Commitment Period. BORROWER will require that any subcontractors providing professional services that are reimbursable under this CONTRACT maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the BORROWER for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this CONTRACT shall be $2,000,000 or the highest of planned reimbursement for the CONTRACT period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Health, its agents, officers, and employees as beneficiary.

2. Subcontractors that receive $10,000 or more per year in funding through this CONTRACT shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the BORROWER and the BORROWER's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this CONTRACT until BORROWER has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of BORROWER's receipt of the Closeout Certification Form.

4. Fidelity Insurance for Organizations with No Employees.

The requirement for fidelity insurance described in that term is hereby waived as long as the BORROWER does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington, the Department of Health, and their agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The BORROWER shall instruct the insurers to give DOH 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The BORROWER shall submit to DOH within 15 calendar days of the CONTRACT start date, a certificate of insurance which outlines the coverage and limits defined in this Section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that DOH will be provided 30 days' advance written notice of cancellation. During the term of the CONTRACT, the BORROWER shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, BORROWER shall provide copies of insurance instruments or certifications, at DOH's request and until 6 months after DOH has received a Closeout Certification Form from BORROWER. Copies of such insurance instruments and certifications will be provided within 15 calendar days of DOH's request unless otherwise agreed to by the parties.

iv. BORROWER and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from DOH, the BORROWER may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DOH, the BORROWER will provide: (1) a description of its self-insurance program and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with GAAP and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) FASB, and 3) the Washington State Auditor's annual instructions for financial reporting. BORROWER's participating in joint risk pools will maintain sufficient documentation to support the aggregate claim liability

information reported on the balance sheet. The State of Washington, the Department of Health, and their agents, officers, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

BORROWER will provide annually to DOH a summary of coverages and a letter of self- insurance, evidencing continued coverage under BORROWER's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this CONTRACT.

4.33. INDUSTRIAL INSURANCE COVERAGE

In addition to the requirements set forth in Section 4.[31] (Insurance Coverage Requirements) above, BORROWER understands and agrees that BORROWER and its contractors and/or subcontractors (if any) will comply with the applicable parts of RCW 51 RCW (Industrial Insurance). If BORROWER and/or any of its contractors and/or subcontractors (if any) fail to provide industrial insurance coverage or fail to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER and/or any of its contractors (if any) to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT and transmit the deducted amount to the Washington State Department of Labor and Industries (***L&I***) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the BORROWER and/or any of its contractors (if any).

4.34. LAWS

The BORROWER will comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

4.35. LICENSING, ACCREDITATION, AND REGISTRATION

The BORROWER will comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this CONTRACT.

4.36. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN AMOUNT. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the CONTRACT.

4.37. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this CONTRACT, the BORROWER, including any contractor and/or subcontractor, will comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, without limitation, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, BORROWER, including any contractor and/or subcontractor, will give written notice of this nondiscrimination requirement to any labor organizations with which BORROWER, or contractor and/or subcontractor, has a collective bargaining or other agreement. The LOAN FUNDS will not be used to fund religious worship, exercise, or instruction. No person will be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this CONTRACT.

B. Obligation to Cooperate. BORROWER, including any contractor and/or subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that BORROWER, including any contractor and/or subcontractor, has engaged in discrimination prohibited by this CONTRACT pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, DOH may suspend BORROWER, including any contractor and/or subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this CONTRACT, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that BORROWER, including any contractor and/or subcontractor, is cooperating with the investigating state agency. In the event BORROWER, or contractor and/or

subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this CONTRACT in whole or in part, and BORROWER, contractor, subcontractor, or any or all, may be referred for debarment as provided in RCW 39.26.200. BORROWER or contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement. Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT and subject to termination for cause.

4.38. PAY EQUITY

The BORROWER will ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- **A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- **B.** BORROWER may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - **i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
  - **ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: (a) consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) accounts for the entire differential; and/or
  - **iii.** A bona fide regional difference in compensation level must be: (a) Consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) account for the entire differential.

This CONTRACT may be terminated by DOH, if DOH or the Department of Enterprise Services determines that the BORROWER is not in compliance with this Section.

4.39. POLITICAL ACTIVITIES

Political activity of BORROWER employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

4.40. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. The BORROWER certifies that all contractors and subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this CONTRACT, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The BORROWER shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for DOH's review upon request. BORROWER is advised to consult the United States Department of Labor and/or the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether and what federal and state prevailing wages must be paid. DOH is not responsible for determining whether or what prevailing wage applies to this Project and/or for any prevailing wage payments that may be required by law.

4.41. PROCUREMENT

BORROWER will comply with all procurement policies, procedures, and requirements for contracting and/or subcontracting for the PROJECT and for obtaining PROJECT-related goods and services funded through this CONTRACT. BORROWER and its contractors and/or subcontractors must receive approval from DOH before entering into any sole source contract or contract where only one bid or proposal was received if the value of the contract is likely to exceed $5,000. BORROWER'S request for DOH approval must include a copy of the proposed contract(s), all related procurement documents, and justification for non-competitive procurement.

BORROWER will ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII-Labor Standard Provisions for Subrecipients That Are Governmental Entities.

BORROWER will maintain records to verify compliance with procurement requirements, including, without limitation, identifying the procurement method used, the reason for selecting the contractor, the rationale used for selecting the contract type, the reason(s) for selecting and rejecting bidders or qualified firms, and the basis for the contract cost or price.

4.42. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER `s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

> "All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.43. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.44. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section [4.20] (Confidentiality/Safeguarding of Information), DOH and BORROWER are public agencies subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by an agency or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This CONTRACT is not intended to alter DOH's or BORROWER's obligations under the PRA. The parties agree that if DOH or BORROWER receives a public records request for files that may include confidential information under Section [4.20] (Confidentiality/Safeguarding of Information), DOH or BORROWER may notify the other party of the request (Disclosing Party) and of the date that the records will be released to the requester unless the Disclosing Party obtains a court order enjoining disclosure. If the Disclosing Party fails to obtain the court order enjoining disclosure, the party who has received the public records request may release the requested information on the date specified. If the Disclosing Party obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, the party who has received the public records request will maintain the confidentiality of the information per the court order.

4.45. PUBLICITY

BORROWER agrees not to publish or use any advertising or publicity materials in which the State of Washington or DOH's name is mentioned, or language used from which the connection with the State of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

4.46. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.47. RECAPTURE

In the event that the BORROWER fails to perform this CONTRACT in accordance with state or federal laws, and/or the provisions of this CONTRACT, DOH reserves the right to recapture LOAN FUNDS from BORROWER in an amount to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from

BORROWER to recapture such funds. DOH's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this CONTRACT.

4.48. RECORDKEEPING AND ACCESS TO RECORDS

The BORROWER will maintain books, records, documents, data, and other evidence relating to this CONTRACT and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this CONTRACT.

DOH, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement (and any of their agents) will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books (including, without limitation, materials generated under the CONTRACT) of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of 6 years from the date that the debt to DOH is paid in full. This includes, but is not limited to, financial reports.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, BORROWER must keep the records until all litigation, Claims, or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.49. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this CONTRACT are withdrawn, reduced, or limited in any way by any funding source (including, without limitation, the federal government) during the CONTRACT period, the parties understand and agree that DOH may suspend, amend, or terminate the CONTRACT to abide by the revised funding limitations. The parties understand and agree that BORROWER will be bound by any such revised funding limitations as implemented at the discretion of DOH and, if and as requested by DOH, will meet and renegotiate the CONTRACT accordingly.

4.50. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the federal government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.51. RIGHT OF INSPECTION

At no additional cost, the BORROWER will provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT. At no additional cost, the BORROWER will also provide any documents related to this CONTRACT to DOH upon request to assist DOH in the periodic monitoring of this CONTRACT.

4.52. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any part of this CONTRACT or part of any document incorporated by reference is found to be illegal or invalid for any reason whatsoever, it will not affect the legality or validity of the remainder of the CONTRACT. For the avoidance of doubt, other parts of this CONTRACT that can be given effect without the illegal or invalid part will remain in full force and effect.

4.53. SITE SECURITY

While on DOH premises, BORROWER, its agents, employees, and/or subcontractors will conform in all respects with physical, fire, and other security policies or regulations.

4.54. STATE PUBLIC WORKS

For work done at the cost of the State, BORROWER must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If BORROWER has questions about compliance, BORROWER will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

4.55. SUBCONTRACTING

A. Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

B. BORROWER will execute binding written agreements will all contractors and subcontractors that will perform work under this CONTRACT.

C. BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT.

D. BORROWER will ensure that any and all contractors and subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this CONTRACT.

E. Neither the BORROWER nor any contractor or subcontractor shall enter into contracts or subcontracts for any of the work associated with the Project contemplated under this CONTRACT without obtaining prior written approval of DOH. In no event will the existence of the contract or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties. This clause does not include grants of employment between the BORROWER and personnel assigned to perform work associated with the Project under this CONTRACT.

F. BORROWER is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this CONTRACT are carried forward to any contracts and/or subcontracts and that BORROWER is responsible for any noncompliance by its contractors and/or subcontractors for work performed on the Project. Every contract and/or subcontract will include a term that DOH and the State of Washington are not liable for Claims or damages arising from a contractor's and/or subcontractor's performance of such contract or subcontract. BORROWER and its contractors and/or subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by applicable law. For the avoidance of doubt, BORROWER's contracts or subcontracts will not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. Also for the avoidance of doubt, BORROWER's contracts and subcontracts will include a term that the State of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

G. Data Collection - BORROWER will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this CONTRACT performed by contractors and/or subcontractors and the portion of LOAN FUNDS expended for work performed by contractors and/or subcontractors.

H. The BORROWER will maintain written procedures related to contractors and/or subcontractors as well as copies of all contracts and/or subcontracts and associated records. For cause, DOH in writing may: (a) require that the BORROWER amend its procedures for contracts and/or subcontractors as they relate to this CONTRACT; (b) prohibit the BORROWER from hiring contractors and/or subcontractors with a particular person or entity; or (c) require that the BORROWER rescind or amend a contract or subcontract.

I. The BORROWER is responsible to DOH if the contractor and/or subcontractor fails to comply with any applicable term or condition of this CONTRACT. The BORROWER will appropriately monitor the activities of the contractor and/or subcontractor to assure fiscal conditions of this CONTRACT. In no event will the existence of a contract and/or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties.

4.56. SURVIVAL

The terms, conditions, and warranties contained in this CONTRACT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this CONTRACT shall so survive including, without limitation, any Recapture provision in this CONTRACT.

4.57. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the BORROWER's income or gross receipts, and/or any other taxes, insurance, or expenses for the BORROWER or its staff shall be the sole responsibility of the BORROWER.

4.58. TERMINATION FOR CAUSE

If DOH determines that BORROWER has failed to comply with the terms and conditions of this CONTRACT in a timely manner, DOH may, at its sole discretion, upon notice to BORROWER, terminate or suspend the CONTRACT in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least 30 business days to cure the breach, if curable. If the breach is not cured or cannot be cured within 30 business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates or suspends this CONTRACT under this Section, DOH is only liable for payment required under the terms and conditions of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination. If DOH terminates or suspends this CONTRACT under this Section, the BORROWER will be liable for damages as authorized by law including, without limitation, any cost difference between the original CONTRACT and the replacement or cover CONTRACT and all administrative costs directly related to the replacement CONTRACT (e.g., cost of the competitive bidding, mailing, advertising and staff time). Notwithstanding this, DOH reserves the right to suspend all or part of the CONTRACT, withhold further payments, or prohibit the BORROWER from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the BORROWER or a decision by DOH to terminate the CONTRACT.

At DOH's sole discretion, the termination for cause may be deemed a "Termination or Suspension for Convenience" under Section [4.53] if DOH determines that the BORROWER was not in default or if any default or failure to perform under this CONTRACT was outside BORROWER's control, fault, or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided under applicable law. Nothing in this Section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN AMOUNT as prescribed in the Washington Administrative Code (***WAC***) 246-296-150.

4.59. TERMINATION FOR FRAUD

In the event that the BORROWER commits fraud or makes any misrepresentation in connection with the loan application or during the performance of this CONTRACT, DOH reserves the right to terminate or amend this CONTRACT accordingly, including the right to recapture all funds disbursed to the BORROWER under the CONTRACT.

4.60. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT under this Section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. Termination of the CONTRACT will be effective as of the date determined by DOH.

DOH may choose to suspend this CONTRACT, in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension, each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within 5 business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH will be liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS for services rendered or goods received that were incurred prior to the effective date of suspension or termination, and payment for any work done on the CONTRACT prior to the loss of funding will be done in accordance with the requirements of the funding source. Nothing in this Section shall affect BORROWER's obligations to repay the unpaid balance of the LOAN. Nothing in this Section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT. For the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be withdrawn, reduced, or limited in any way after the effective date of this CONTRACT and prior to normal completion of the Project, DOH (at its sole discretion) may terminate the CONTRACT without any notice requirement and/or may amend the CONTRACT to reflect the new funding limitations and conditions. Also, for the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be terminated, this CONTRACT and all obligations, including payment for work done under this CONTRACT, will be terminated without the 10-calendar day notice requirement and instead as of the date of the termination of the funding source.

4.61. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT except as may be necessary for completion of such portion of the work under the CONTRACT that is not terminated;

C. Assign to DOH, in the manner, at the times, and to the extent directed by the Authorized Representative, any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH;

D. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DOH Authorized Representative to the extent the DOH Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Complete performance of such part of the work associated with the Project as shall not have been terminated by the DOH Authorized Representative;

F. Take such action as may be necessary, or as the DOH Authorized Representative may direct, for the protection and preservation of the property related to this CONTRACT, which is in the possession of the BORROWER and in which DOH has or may acquire an interest; and

G. Preserve and transfer title to DOH and delivery in the manner, at the times, and to the extent directed by the DOH Authorized Representative of any property that if the CONTRACT had been completed would have been required to be furnished to DOH (including, without limitation, materials, CONTRACT deliverables, and/or DOH property in BORROWER's possession) as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur. Notwithstanding this, the parties understand and agree that failure of BORROWER to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this CONTRACT. DOH may withhold from any amounts due the BORROWER for such sum as the DOH Authorized Representative determines to be necessary to protect DOH against potential loss or liability.

Upon termination of this CONTRACT, DOH, in addition to any other rights provided in this CONTRACT, may require the BORROWER to deliver to DOH any property specifically produced or acquired for the performance of such part of this CONTRACT as has been terminated. The rights and remedies of DOH provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

4.62. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds $100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.63. ACCESS TO DATA

In compliance with RCW 39.26.180, the BORROWER will provide access to data generated under this CONTRACT to DOH, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the BORROWER's reports, including computer models and the methodology for those models.

4.64. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this CONTRACT shall be made by DOH.

4.65. ALLOWABLE COSTS

Costs allowable under this CONTRACT are actual expenditures according to an approved budget up to the maximum amount stated on the CONTRACT Award or Amendment Face Sheet.

4.66. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 ALLOWABLE COSTS

The BORROWER will comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4.67. BREACHES OF OTHER STATE CONTRACTS

BORROWER will comply with all other contracts and grant agreements executed between BORROWER and the State of Washington. A breach of any other contract or grant agreement entered into between BORROWER and the State of Washington may, in DOH's sole discretion, be deemed a breach of this CONTRACT.

4.68. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building department and/or DOH.

4.69. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the BORROWER terminate this CONTRACT if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the BORROWER in the procurement of, or performance under, this CONTRACT.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The BORROWER and all subcontractors (if any) will identify any person employed in any capacity by the State of Washington that worked on this CONTRACT, or any matter related to the Project funded under this CONTRACT or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this CONTRACT. Any person identified by the BORROWER and their subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by DOH that a conflict of interest exists, the BORROWER may be disqualified from further consideration for the award of a grant.

In the event this CONTRACT is terminated as provided above, DOH will be entitled to pursue the same remedies against the BORROWER as it could pursue in the event of a breach of the CONTRACT by the BORROWER. The rights and remedies of DOH provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes any determination under this clause will be an issue and may be reviewed as provided in Section 4.21 (Disputes) of this CONTRACT.

4.70. DUPLICATE PAYMENT

DOH will not pay the BORROWER, if the BORROWER has charged or will charge the State of Washington or any other party under any other grant, subcontract, contract, or agreement, for the same services or expenses. The BORROWER certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other grant, subcontract, contract, or agreement.

DWSRF PROGRAM
CONSTRUCTION LOAN CONTRACT INFORMATION
DWL32689-0, CITY OF KENNEWICK, PFAS CONTAMINATION IMPROVEMENTS

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report, construction documents, and rapid small scale column testing (RSSCT) results to DOH EPH ODW Operations ODWOperations@doh.wa.gov for review and approval. Submit approval letter.
2. Submit bid documents to DOH EPH ODW Operations ODWOperations@doh.wa.gov and Contract Manager for review and approval. Submit approval letter.
3. Submit SEPA determination to DOH Cultural and Environmental Program Specialist.
4. Complete cultural and historical review process. Submit finalization letter.
5. Replace all 4 sodium hypochlorite chemical storage tanks.
6. Install the treatment system at RC5 Treatment Facility including a new treatment building, approximately 7 lead-lagged paired pressure vessels with filtration media, piping, controls, and electrical.
7. Upgrade 4 booster pumps and electrical system, if required.
8. Construct site improvements such as grading, storm drainage, and paving.
9. Submit completed Construction Completion Report to DOH EPH ODW Operations ODWOperations@doh.wa.gov. Submit final approval acknowledgement letter or e-mail.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

DWL32689-0, CITY OF KENNEWICK, PFAS CONTAMINATION IMPROVEMENTS

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	$350,000
Environmental Review	$250,000
Historical Review/Cultural Review	$50,000
Land/ROW Acquisition	$25,000
Permits	$100,000
Public Involvement/Information	$25,000
Bid Documents (Design Engineering)	$3,000,000
Construction: Estimated Cost. Provide details on following pages.	$9,000,000
Contingency: (10% min, 20% max)	$1,000,000
DOH Review/Approval Fees:	$15,000
Sales or Use Taxes	$645,000
Construction Engineering/Inspection	$525,000
Insurance:	$0
Audit:	$15,000
Legal:	$0
Service Meters (Purchase and Installation)	$0
Other: Less $14,778,683 from DWL31535-1	$-14,778,683
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	**$221,317**
DWSRF Loan Origination Fee (1%)	**0**
DWSRF Loan Award	**$221,317**

DWL32689-0, CITY OF KENNEWICK, PFAS CONTAMINATION IMPROVEMENTS

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		$
Grant #2		$
Other Grants		$
New Grants		$
	Total Grants and Other Non-Matching Funds	**$**
Loans		
This Loan Request	DWSRF loan DWL32689-0 (emerging contaminants)	$221,317
Other Loan #1	DWSRF loan DWL31535-1 (stimulus)	$14,778,683
Other Loan #2		$
Other Loans		
New Loans		$
Total Loans		$
Local Revenue		
Source #1	Water Enterprise Fund	$18,555,000
Source #2		$
Other Local Revenue		$
New Local Revenue		$
	Total Local Revenue	**$**
Other Funds		
Other Funds		$
Other Funds		$
	Total Other Funds	**$**
TOTAL PROJECT FUNDING		**$33,555,000**

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: __ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is __ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the CONTRACT identified above; and

I have also examined any and all documents and records, which are pertinent to the CONTRACT, including, without limitation, the application requesting this LOAN.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, in good standing with the Washington Secretary of State, empowered to receive and expend federal, state, and local funds, to contract with the State of Washington, and to receive and expend the LOAN AMOUNT to accomplish the objectives set forth in the CONTRACT and to complete the PROJECT.

2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the LOAN as set forth in the CONTRACT.

3. There is currently no litigation in existence or foreseeable seeking to enjoin the commencement or completion of the PROJECT or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund LOAN extended by DOH with respect to such PROJECT. BORROWER is not a party to litigation, which will materially affect its ability to repay such LOAN on the terms contained in the CONTRACT.

4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Any terms not defined in this Attachment are set forth in the General Terms and Conditions or the Declarations Section of the Drinking Water State Revolving Fund (Municipal) loan agreement between DOH and BORROWER.

_____ _____

Signature of Attorney Date

_____

Name and BAR Number (WSBA No.)

_____

Address Line 1

_____

Address Line 2

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Federal Environmental and Cultural Authorities

a) Archeological and Historic Preservation Act of 1974, Public Law 86-523, as amended
b) Archaeological Resources Protection Act (ARPA), 16 U.S.C. §470 and Public Law 96–95, as amended
c) Clean Air Act, Public Law 84-159 as amended
d) Coastal Zone Management Act, Public Law 92-583 as amended
e) Endangered Species Act, Public Law 93-205 as amended
f) Environmental Justice, Executive Order 12898
g) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
h) Protection of Wetlands, Executive Order 11990
i) Farmland Protection Policy Act, Public Law 97-98
j) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
k) National Historic Preservation Act, paying particular attention to Section 106 requirements
l) Safe Drinking Water Act, Public Law 93-523 as amended
m) Wild and Scenic Rivers Act, Public Law 90-542 as amended
n) Native American Graves Protection and Repatriation Act (***NAGPRA***) (25 USC 32) and associated regulations (43 CFR 10)
o) Code of Federal Regulations 40 Part 141, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)
p) 43 C.F.R. §3, Preservation of American Antiquities
q) 43 C.F.R. §7, Protection of Archaeological Resources

2) Buy America Build America Requirements

DWSRF construction projects chosen for FFATA/Equivalency reporting must comply with the Buy America Build America provisions. Projects started prior to May 14, 2022, may be exempt. Visit the EPA website for more information on the BABA requirements and the waiver process at https://www.epa.gov/cwsrf/build-america-buy-america-baba.

3) Federal Economic and Miscellaneous Authorities

a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
d) Debarment and Suspension Regulations, Executive Order 12549 and associated regulations (e.g., 71 F.R. 66431)
e) H.R. 3547, Consolidated Appropriations Act, 2014, Public Law 113-76 as amended

4) Federal Social Policy Authorities

a) Age Discrimination Act of 1975, Public Law 94-135
b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
e) Equal Employment Opportunity, Executive Order 11246
f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
h) 42 USC 12101 et seq. the Americans with Disabilities Act of 1990 and associated regulations (including, without limitation, 28 C.F.R. Part 35) (***ADA***)
i) The Contract Work Hours and Safety Standards Act (40 USC 327-333), as applicable
j) The Genetic Information Nondiscrimination Act of 2008 (***GINA***), 42 USC s. 2000ff et seq.
k) Federal Hatch Act, 5 USC 1501-1508

5) State Laws

a) RCW 27.44, Indian Graves and Records
b) RCW 27.53, Archaeological Sites and Resources
c) RCW 36.70A, Growth Management Act
d) RCW 39.04, Public Works
e) RCW 39.10, Alternative Public Works Contracting Procedures
f) RCW 39.12, Prevailing Wages on Public Works
g) RCW 39.80, Contracts for Architectural and Engineering Services
h) RCW 39.26.180, Contract Management
i) RCW 42.56, Public Records Act
j) RCW 42.17a, Campaign Disclosure and Contributions provision
k) RCW 42.23, Code of Ethics for Municipal Officers-Contract Interests
l) RCW 42.52, Ethics in Public Service
m) Chapter 43.20 RCW, State Board of Health
n) RCW 43.21C, State Environmental Policy Act
o) RCW 43.70, Department of Health
p) RCW 43.155, Public Works Project
q) RCW 49.60, Washington's Law against Discrimination, including, without limitation, RCW 49.60.530(3), Contractors and subcontractors with state for public works or for goods or services—Nondiscrimination requirements
r) RCW 51, Industrial Insurance
s) RCW 68.60, Abandoned and Historic Cemeteries and Historic Graves
t) RCW 70.116, Public Water Systems Coordination Act of 1977
u) RCW 70.119, Public Water Supply Systems Certification and Regulation of Operations
v) RCW 70.119A, Public Water Systems, Penalties & Compliances
w) WAC 25-48, Archaeological Excavation and Removal Permit
x) WAC 246-290, Group A Public Water Systems
y) WAC 246-291, Group B Public Water Systems
z) WAC 246-292, Waterworks Operator Certification Regulations
aa) WAC 246-293, Water Systems Coordination Act
bb) WAC 246-294, Drinking Water Operating Permits
cc) WAC 246-295, Satellite System Management Agencies
dd) WAC 246-296, Drinking Water State Revolving Fund Loan Program
ee) WAC 173-160, Minimum Standards for Construction & Maintenance of Wells
ff) WAC 173, Department of Ecology Rules
gg) Governor's Executive Order 21-02

,

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of $250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
    - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.

F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as a MBE/WBE[1] or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of $250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of $250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this Section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this Section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of $250,000 or less, or to an entity receiving more than one identified loan with a combined total of $250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this Section bidders list requirements of this subpart.

[1] Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

United States Environmental Protection Agency
Washington, DC 20460

The terms, “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded”, as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and it principals, certifies by signing below that to the best of its knowledge and belief they:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,

D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor’s business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

> The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

_____
Typed or Printed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
    a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
    b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
        - F.I.C.A. (Social Security) –employer's share.
        - Retirement benefits.
        - Hospital, health, dental, and other welfare insurance.
        - Life insurance.
        - Industrial and medical insurance.
        - Vacation.
        - Holiday.
        - Sick leave.
        - Military leave and jury duty.

        Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
    c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    a. Telephone charges.
    b. Reproduction and photogrammetry costs.
    c. Video and photography for project documentation.
    d. Computer usage.
    e. Printing and advertising.
15. Other project related costs include:
        - Competitive Bidding.
        - Audit.
        - Insurance.
        - Prevailing wages.
        - Attorney fees.
        - Environmental Review.
        - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at http://www.dol.gov/whd/.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this Section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this Section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this Section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this Section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this Section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

Council Agenda Coversheet					Category: Consent Agenda
	Item Number:	4.h.	**Date:**	4/21/2026	
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: 2026 Wastewater Biosolids Removal Project Award (RFB No. P2609-26)**			
	Department:	Public Works			
	Bid Doc #:	RFB No. P2609-26			

Recommendation

Staff recommends awarding RFB No. P2609-26 2026 Wastewater Biosolids Removal to Merrell Bros, Inc. in the amount of $3,089,648.00 plus a 10% contingency amount of $308,964.80, for a total amount of $3,398,612.80 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award RFB NO. P2609-26 2026 Wastewater Biosolids Removal to Merrell Bros, Inc. and authorize the City Manager to execute the contract.

Summary

Two (2) bids were received on March 26th at 2:00 p.m.

Engineers Estimate	***$ 3,503,360.00***
Merrell Bros., Inc.	$ 3,089,648.00
Bioterra Inc.	$ 3,595,840.00

This project consists of the removal, de-watering, weighing, hauling and land application of biosolids from Aerated Lagoon No. 1 located at the City of Kennewick Wastewater Treatment Plant.

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

Alternatives

None recommended.

Fiscal Impact

Approval of this contract will authorize a total expenditure of $3,398,612.80 for wastewater biosolids removal services. This amount includes a base contract of $3,089,648.00 and a 10% contingency ($308,964.80) to cover unforeseen costs. Funding will be provided through the City's wastewater utility rate revenue. The contingency will only be used if necessary, helping ensure flexibility while maintaining cost control.

Attachments:

1. Map

RFB 2609-26 2026 WASTEWATER BIOSOLIDS REMOVAL (LAGOON #1)

AERATED LAGOON NO. 1

AERATED LAGOON NO. 2

WWTP - HRT

WWTP - HRT

WWTP - CLARIFIER

WWTP - CLARIFIER

FILTRATE/CENTRATE HEADER

213 N NUTMEG ST

BNSF RR

E. 3RD AVE.

E. COLUMBIA DR.

VICINITY MAP

PROJECT LOCATION

0 75 150

HORIZONTAL SCALE IN FEET







Council Agenda Coversheet	Item Number:	4.i.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Memorandum of Understanding: Heritage University**			
	Department:	Community Planning			

Recommendation

It is recommended that the City Council authorize the mayor to sign the memorandum of understanding with Heritage University.

Motion for Consideration

Motion to authorize the Mayor to sign the memorandum of understanding with Heritage University.

Summary

Heritage University opened their Kennewick campus in 2023 in the old Tri-City Herald building. In late 2025, Presidential Chris Gilmer announced enhanced dedication to the Tri-Cities with a focus on growth, innovation and long-term impact at its Kennewick Campus. Additionally, President Gilmer indicated "The future of Heritage University lies in the Tri-Cities" (Tri-Cities Area Journal of Business, January 2026). This comes as a welcomed announcement as the City pursues revitalization of the downtown Kennewick.

This Memorandum of Understanding ("MOU") establishes a collaborative partnership between the City and Heritage University to support the growth, redevelopment, and economic vitality of Downtown Kennewick; to align workforce development priorities with academic programming; to support student enrollment growth and success; and to advance shared goals related to innovation, business development, and community prosperity.

It also affirms the parties' shared commitment to collaborate across multiple areas to reduce post-graduation talent loss by retaining, attracting, and cultivating the best and brightest talent within Kennewick and the surrounding region. This will be accomplished through education, career pathways, and place-based opportunity, including but not limited to:

- Downtown redevelopment and place-based economic development;
- Workforce alignment in psychology, business, marketing, hospitality and tourism, and related disciplines;
- Establishment and operation of a downtown-based business incubator;
- Enrollment growth, experiential learning, and career pathways for students;
- Long-term economic competitiveness of the City; and
- Long-term institutional growth and regional prominence for the University.

If authorized, the MOU would be signed at the Heritage University Presidential Inauguration Celebration on May 1, 2026.

Alternatives

None recommended

Fiscal Impact

Attachments:

1. Agreement

CITY OF KENNEWICK CONTRACT COVERSHEET

ORIGINATED BY: ANTHONY MUAI **DEPT:** COMMUNITY PLANNING

1. TYPE OF AGREEMENT/CONTRACT: *items marked with * require an attorney work order before routing for approval/signature.*

☐AMENDING CONTRACT #:_____ **
☐Collective Bargaining (CBA)*
Contractor Selection (☐ RFB, ☐ RFP, ☐ RFQ)
☐Goods & Services
☐Grant*
☒Interlocal/MOU*
☐Maintenance
☐Professional Services
☐Public Works Contract
☐Purchase & Sales*
☐Real Estate Document*
☐Security/Finance Document*
☐Settlement*
☐Small or Limited PW Contract
☐Software License/Subscription*
☐Other* (Briefly Describe)

2. CONTRACT TERM: *An end date is required unless the contract is permanent, a subscription, or complete upon acceptance.*

START DATE: _____ **END DATE:** 3 YEARS *Enter calendar date or check one option, below.*

OR ☒ Upon Full Execution **OR** ☐Permanent ☐Subscription ☐Project Acceptance – *Project # Required.*

3. PROJECT & CONTRACTOR DETAILS:

CONTRACT NAME: 2026 MOU WITH HERITAGE UNIVERSITY
PROJECT NAME:
Project #: _____ Permit #: _____ Bid Doc#: _____
CONTRACTOR: HERITAGE UNIVERSITY
Address: 3240 FORT ROAD, TOPPENISH, WA 98948
Email: GILMER_C@HERITAGE.EDU Phone: (509) 865-8600
Signed By: DR. CHRIS GILMER Title: PRESIDENT

4. EXHIBITS & ATTACHMENTS: *Select all that are attached. Do not route if required attachments/exhibits are missing.*

☐Scope (WORK OR SERVICES)
☐Compensation
☐All Referenced Exhibits
☐Insurance/Certificate/Bond
☐Proof of Signature Authority
☐Required Licenses

5. COMPENSATION & BUDGET: *Do not leave fields blank; enter N/A when not applicable.*

TOTAL VALUE: 0 REIMBURSABLE EXPENSES: 0
Sales Tax: 0 Tax Paid By: ☐Contractor ☐City
Retainage: 0 Retainage Via: ☐Agreement Terms ☐Bond (*ATTACHED*)
BUDGET CODING: _____ **CITY IS PAYEE?** ☐YES ☐NO

6. AUTHORITY & APPROVAL:

***** The total value of the contract, including amendments, determines signature authority. Refer to the purchasing limits for authority.***

STANDARD TEMPLATE USED WITHOUT MODIFICATION? ☐YES (*Advance Review **NOT** Required*)
City Attorney's approval is required when not using stock templates.
☒NO, Work Order No.: 1208

COUNCIL APPROVAL REQUIRED? ☐NO
All Council items are routed through CivicClerk for approval.
☒YES, Meeting Date: 4/21/26

7. SIGNATURE ROUTING:

☒WET SIGNATURE ☐DOCUSIGN
☐NOTARY REQUIRED (*Wet Sign Only*)
☐RECORDING REQUIRED

ROUTED BY: ☐DEPARTMENT ☐PURCHASING ☒CITY CLERK

LIST ALL CC RECIPIENTS: *Provide name and email address*

CITY CLERK AG#:
Add a text box in DocuSign so the City Clerk can add the AG# when signing. The City Clerk always signs last.

8. COMMENTS (OPTIONAL):

TO BE SIGNED AT HERITAGE UNIVERSITY MAY 1ST EVENT AT KENNEWICK CAMPUS.

The coversheet is non-binding. In the event the contract differs from the coversheet, the contract language prevails.

MEMORANDUM OF UNDERSTANDING

BETWEEN

HERITAGE UNIVERSITY

AND THE CITY OF KENNEWICK

I. PURPOSE

This Memorandum of Understanding ("MOU") establishes a collaborative partnership between the City of Kennewick, Washington ("City") and Heritage University ("University") to support the growth, redevelopment, and economic vitality of Downtown Kennewick; to align workforce development priorities with academic programming; to support student enrollment growth and success; and to advance shared goals related to innovation, business development, and community prosperity.

This MOU affirms the parties' shared commitment to collaborate across multiple areas to reduce post-graduation talent loss by retaining, attracting, and cultivating the best and brightest talent within Kennewick and the surrounding region. This will be accomplished through education, career pathways, and place-based opportunity, including but not limited to:

- Downtown redevelopment and place-based economic development;
- Workforce alignment in psychology, business, marketing, hospitality and tourism, and related disciplines;
- Establishment and operation of a downtown-based business incubator;
- Enrollment growth, experiential learning, and career pathways for students;
- Long-term economic competitiveness of the City; and
- Long-term institutional growth and regional prominence for the University.

II. SHARED VISION AND GUIDING PRINCIPLES

The City and the University share a vision of Downtown Kennewick as a vibrant, inclusive, and economically resilient district that supports education, entrepreneurship, innovation, and quality of life, while serving as a central strategy to retain graduates, professionals, and emerging leaders in the local economy. This partnership will be guided by the following principles:

1. **Mutual Benefit:** Activities undertaken pursuant to this MOU shall advance the missions and strategic priorities of both parties.
2. **Equity and Access:** Workforce and educational initiatives shall prioritize inclusive access and opportunity for diverse populations.
3. **Economic Impact:** Efforts shall focus on measurable outcomes that strengthen the local economy and workforce.

4. **Collaboration:** The parties commit to open communication, joint planning, and shared problem-solving.
5. **Sustainability:** Projects and programs will be designed for long-term viability and community impact.

III. AREAS OF COLLABORATION

The parties agree to collaborate in the following priority areas:

A. Downtown Kennewick Redevelopment

The parties agree to collaborate on initiatives that support the growth and redevelopment of Downtown Kennewick, including:

- Co-location of University programs, offices, or learning spaces in Downtown Kennewick, subject to feasibility and resources;
- Activation of downtown spaces through academic, cultural, and workforce-related programming;
- Collaboration on planning efforts to attract complementary businesses, services, and amenities;
- Data sharing and analysis related to downtown economic activity, workforce demand, and redevelopment opportunities.

B. Workforce Development and Academic Alignment

The City recognizes the value of higher education as an economic driver. As such, the City and the University will collaborate to align academic offerings with current and emerging workforce needs in Kennewick and the greater region, including but not limited to:

1. **Psychology and Behavioral Health**
    - Workforce pathways supporting community mental health, social services, and organizational psychology;
    - Internships and applied learning opportunities with City departments and community partners.
2. **Business, Marketing, and Entrepreneurship**
    - Curriculum alignment with local business needs, including small business development, digital marketing, and management;
    - Experiential learning opportunities supporting downtown businesses and startups.
3. **Hospitality and Tourism**
    - Workforce development supporting tourism, event management, food services, and destination marketing;
    - Collaborative promotion of Downtown Kennewick as a tourism and cultural destination.
4. **Manufacturing and Advanced Industries**
    - Alignment with regional manufacturing, supply chain, and advanced manufacturing needs;

    - Industry partnerships supporting internships, apprenticeships, and applied research.
5. **Additional Supportive Disciplines**
    - Collaboration in other academic or training areas as mutually identified to support economic growth, workforce resilience, and enrollment expansion.

C. Business Incubator and Innovation Hub

The parties agree to collaborate on the establishment of a business incubator located in Downtown Kennewick, intended to support entrepreneurship, innovation, and redevelopment. Collaboration may include:

- Joint planning and feasibility analysis for the business incubator;
- Identification of potential downtown locations and redevelopment opportunities;
- Shared programming, mentorship, and technical assistance for startups and small businesses;
- Student engagement through internships, capstone projects, and applied research;
- Coordination with regional economic development, funding partners, and industry stakeholders.

IV. MEASURABLE OUTCOMES AND PERFORMANCE INDICATORS

The City and the University agree to pursue measurable outcomes to ensure accountability, continuous improvement, and demonstrated impact related to workforce development, downtown redevelopment, enrollment growth, and talent retention. While specific targets may be refined annually and adjusted by mutual agreement without formal amendment, the parties intend to track progress in the following areas:

A. Talent Retention and Post-graduation Talent Loss Mitigation

- Percentage of University graduates employed within Kennewick or the greater Tri-Cities region within 6–12 months of graduation;
- Number of students participating in internships, apprenticeships, or applied learning experiences with City departments, downtown businesses, or regional employers;
- Graduate retention rate year-over-year for graduates participating in City- or business incubator-supported programs;
- Number of alumni-led or graduate-founded businesses established locally.

B. Workforce Alignment and Career Pathways

- Number of academic programs, certificates, or course modules aligned with identified workforce priorities in psychology, business, marketing, hospitality and tourism, manufacturing, and related fields;
- Employer participation in curriculum advisory activities, guest lectures, or applied projects;

- Number of students completing industry-recognized credentials, certifications, or experiential learning tied to local workforce needs.

C. Downtown Economic Development and Activation

- Square footage of downtown space activated for academic, innovation, or workforce-related uses;
- Number of University-led or co-hosted events, classes, or programs held in Downtown Kennewick annually;
- New business openings, expansions, or relocations in downtown supported by University or business incubator engagement;
- Increase in downtown foot traffic and commercial activity associated with joint initiatives, where data is available.

D. Business Incubator and Entrepreneurship

- Establishment and operational launch of the business incubator;
- Number of startups or entrepreneurs served annually by the business incubator;
- Survival and growth rate of business incubator-supported businesses at one-, three-, and five-year intervals;
- Jobs created and private capital leveraged by business incubator-supported businesses.

E. Enrollment Growth and Student Success

- Enrollment growth in University programs aligned with workforce and economic development priorities;
- Student retention and completion rates for programs participating in City-University initiatives;
- Post-graduation placement rates in local or regional employment.

These indicators support the shared vision outlined in Section II and provide a framework for evaluating progress. The parties agree to review these outcomes on a periodic basis and to refine metrics as necessary to reflect evolving priorities, data availability, and best practices.

V. STUDENT ENGAGEMENT AND ENROLLMENT GROWTH

The City recognizes the value of higher education and commits to supporting the University's enrollment growth and student success by:

- Facilitating access to City-led projects, internships, and applied learning opportunities;
- Supporting marketing and outreach efforts that highlight Kennewick as a place to learn, live, and work;
- Exploring opportunities for student housing, transportation, and downtown amenities;
- Collaborating on initiatives that enhance student retention and post-graduation employment within the region.

VI. ROLES AND RESPONSIBILITIES

A. City of Kennewick

The City, through its Economic Development Division and other relevant departments, will:

- Serve as the primary City liaison for this MOU;
- Identify economic development priorities and workforce needs;
- Support downtown redevelopment planning and coordination;
- Facilitate connections with businesses, developers, and community partners;
- Seek and coordinate potential funding sources, subject to City policies and approvals.

B. Heritage University

The University, through the Office of the President will:

- Serve as the primary University liaison for this MOU;
- Align academic programming, where feasible, with identified workforce needs;
- Promote student engagement in downtown and City-supported initiatives;
- Participate in planning and implementation of the business incubator and related programs;
- Share relevant data and insights to support joint decision-making.

VII. GOVERNANCE AND COORDINATION

The parties agree to establish a joint coordination structure, which may include:

- Designation of primary points of contact;
- Regular coordination meetings (at least annually, or more frequently as mutually agreed);
- Formation of working groups for specific initiatives such as workforce alignment or the business incubator;
- Periodic review of progress, outcomes, and priorities.

VIII. FUNDING AND RESOURCES

This MOU does not obligate either party to expend funds. Any financial commitments, resource sharing, or project-specific responsibilities shall be subject to separate written agreements, availability of funds, and required approvals.

The parties may jointly pursue grants, public-private partnerships, and other funding opportunities consistent with applicable laws and policies.

IX. CONFIDENTIALITY AND DATA SHARING

The parties agree to comply with all applicable federal, state, and local laws regarding confidentiality and data protection. Any sharing of non-public data shall be governed by separate agreements as necessary.

X. TERM AND TERMINATION

A. Term

This MOU shall become effective on the date of the last signature and shall remain in effect for a period of three (3) years, unless extended or terminated as provided herein.

B. Renewal

The parties may renew this MOU for additional terms upon mutual written agreement.

C. Termination

Either party may terminate this MOU, in whole or in part, with sixty (60) days' written notice to the other party. Termination shall not affect any separate agreements, commitments, or obligations executed pursuant to Section VIII unless expressly stated therein.

D. Effect of Termination

Upon termination, the parties shall cooperate in good faith to wind down joint activities in an orderly manner and ensure continuity for any students, businesses, or community partners engaged in ongoing programs.

XI. AMENDMENTS

This MOU may be amended at any time by mutual written agreement of the parties. Any amendment shall become effective upon signature by authorized representatives of both the City and the University. Informal communications, emails, or verbal agreements shall not constitute amendments to this MOU.

XII. NON-BINDING NATURE

This MOU expresses the good-faith intentions of the parties and does not create any legally binding obligations. Any binding commitments shall be set forth in separate written agreements..

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated below.

CITY OF KENNEWICK

Jason McShane Mayor	Date

ATTEST:

Krystal Johnston City Clerk	Date

APPROVED AS TO FORM:

Laurencio Sanguino City Attorney	Date

HERITAGE UNIVERSITY

Dr. Chris Gilmer President	Date

Council Agenda Coversheet	Item Number:	4.j.	Date:	4/21/2026	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Leslie & Clearwater Lift Station Replacement Project Bid Award to C&E Trenching, LLC (P2513-26)**			
	Department:	Public Works			
	Project #	P2513-26			

Recommendation

Staff recommends awarding P2513-26 Leslie & Clearwater Lift Station Replacement to C&E Trenching, LLC in the amount of $673,852.80 plus a 10% contingency amount of $67,385.28, for a total amount of $741,238.08 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award P2513-26 Leslie & Clearwater Lift Station Replacement to C&E Trenching, LLC and authorize the City Manager to execute the contract.

Summary

Four (4) bids were received on April 9th at 2:00 p.m.

Engineers Estimate	**$643,008.00**
C&E Trenching, LLC	$673,852.80
Western United Civil Group, LLC	$814,368.00
Allstar Construction Group	$950,381.06
Vincent Brothers	$984,313.60

This project consists of upgrades to the existing sewer lift station located at the northwest corner of the intersection of Leslie and Clearwater. The existing lift station has been in service since the 1990s and consists of a wet well and confined space drywell housing the suction lift pumps. The project scope of work includes refurbishing and coating the existing wet well structure, installation of 2 new submersible wet well pumps, modifying the existing confined space drywell into a new valve vault, electrical and control upgrades, and other civil site improvements.

State law requires that contracts are awarded to a responsible bidder with the lowest responsive bid. Western United Civil Group, LLC did submit a letter protesting the award to the apparent low bidder, C&E Trenching, LLC. The bid protest claim was reviewed by the City Attorney and C&E Trenching's bid was determined to be responsive. Staff recommends awarding this project to C&E Trenching, LLC who was determined to be a responsive bidder with the lowest responsive bid.

If approved, the City Manager will execute a contract approved as to form by the City Attorney.

Alternatives

None recommended

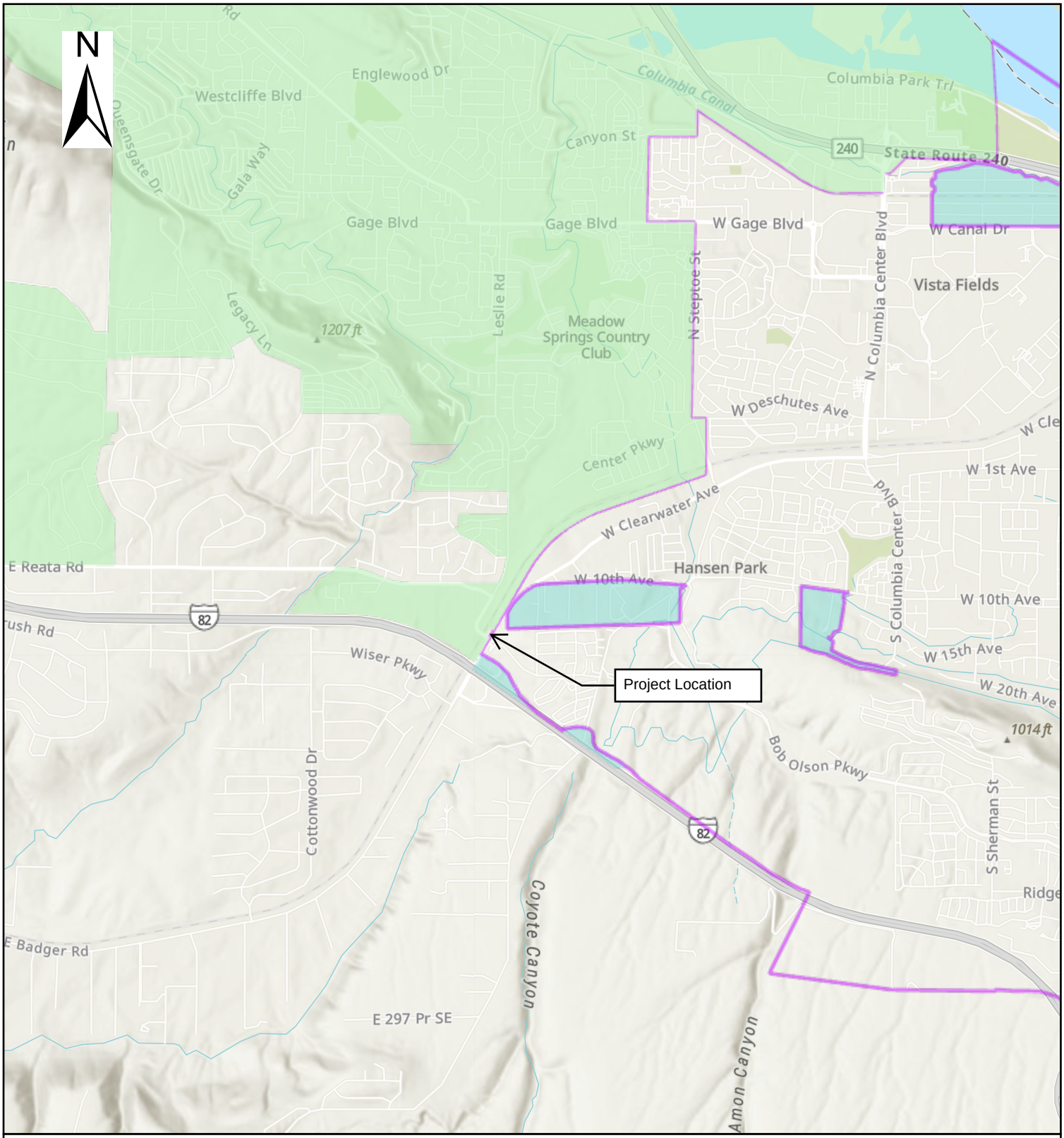
Fiscal Impact

This project will cost a total of $741,238.08, which includes the base contract amount of $673,852.80 and a 10% contingency of $67,385.28. This will be funded by Water & Sewer rate revenues. This project was included in the 2025/2026 budget.

Attachments:

1. Map
2. Protest

Leslie and Clearwater Lift Station Vicinity Map



The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented. However, the City assumes no responsibility in the event that any information is incorrect. The user of this information accepts it "as-is" and assumes all liability for any dependence on this information and assumes responsibility for the information.

CityLimits

CityName

- Kennewick
- Richland
- UrbanGrowthBoundary
- World_Hillshade

1 inch equals 5,321 feet

0 0.3 0.6 1.1 mi

0 0.33 0.65 1.3 mi

4/13/2026

April 15, 2026

Matt Prouty
Western United Civil Group, LLC
PO Box 236
Yacolt, WA 98675

Subject: RFB NO. 2513-26 Leslie and Clearwater Lift Station Replacement Project
Response to Bid Protest

Dear Matt:

We have reviewed your letter of protest (Exhibit A) requesting that the apparent low bidder, C&E Trenching, LLC, be deemed non-responsive due to the Non-Collusion and Debarment Affidavit missing the notary stamp or seal.

The matter was submitted to the City's Attorney for review, and a determination made that the apparent low bidder's proposal (C&E Trenching, LLC) is responsive. The City is permitted to waive minor bid irregularities that do not provide a substantial advantage or benefit over the other bids. This is in accordance with SWSS Section 1-02.13 and current bidding laws.

We will recommend City Council award this contract to C&E Trenching, LLC at the City Council Meeting on Tuesday, April 21, 2026, at 6:30 p.m., and enter into a contract with C&E Trenching, LLC following the meeting.

If you have any questions, please contact me at (509) 585-4289.

Sincerely,

Caleb Shannon, PE
Utilities Services Manager

Att: Exhibit A - Western United Civil Group, LLC Letter of Protest

cc: Sandra Quandt
Laurencio Sanguino, City Attorney
Project File

Brian,

Western United Civil Group, LLC ("WUCG") hereby submits this formal protest regarding the City of Kennewick's Leslie & Clearwater Lift Station Replacement Project, RFB No. P2513-26.

Pursuant to RCW 39.04.105, please accept this letter as WUCG's protest of the apparent low bidder. RCW 39.04.105 provides that the City shall not execute a contract for the award of the Project if a protest is received within two (2) business days of providing bid documents. WUCG received the relevant bid documents on 04/13/2026, and therefore this protest is timely.

Background Facts

The Contract Documents state on page IB-1: "THE FOLLOWING ITEMS ARE REQUIRED TO BE SUBMITTED WITH YOUR SEALED BID. FAILURE TO INCLUDE THESE ITEMS WILL RESULT IN A NON-RESPONSIVE BID."

Among the required items listed is the Non-Collusion and Debarment Affidavit.

The apparent low bidder, C & E Trenching, LLC ("C&E"), submitted a Non-Collusion and Debarment Affidavit that was not properly executed. Specifically, the affidavit does not include a notary stamp or seal within the notary acknowledgment section.

As submitted, the affidavit is incomplete and not properly executed, as the absence of a notary seal renders the notarization invalid. Because this required bid document was not properly executed, C&E's bid is non-responsive to the requirements of the Contract Documents.

Request for Relief

For the foregoing reasons, WUCG respectfully requests that the City determine C&E's bid to be non-responsive and proceed with award to the lowest responsive and responsible bidder, Western United Civil Group, LLC.

Please be advised that, in accordance with RCW 39.04.105, the City shall not execute a contract for this Project without first providing WUCG two (2) business days' advance notice.

Thank you for your time and consideration.

PO Box 236, Yacolt, WA 98675 | (360) 450.7378 | josiah@westernucg.com

Council Agenda Coversheet					Category: Consent Agenda
	Item Number:	4.k.	**Date:**	4/21/2026	
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Award the 2027 Water System Plan Update Project to RH2 Engineering (P2613)**			
	Department:	Public Works			
	Project #: P2613				

Recommendation

Staff recommends awarding a professional services agreement to RH2 Engineering, the highest scoring firm, for the 2027 Water System Plan Update project.

Motion for Consideration

Motion to award a professional services agreement to RH2 Engineering, Inc. for the 2027 Water System Plan Update project in the amount of $298,062.

Summary

The Washington Administrative Code (WAC) Chapter 246-290 requires the City of Kennewick to update its Water System Plan (WSP), also known as the Water Comprehensive Plan (WCP), every 10 years and submit it to the Department of Health (DOH) Office of Drinking Water (ODW) for review and approval. The previous WSP update was completed in 2017 and will expire in 2027. The WSP update will address key elements demonstrating how the City of Kennewick will meet current and future needs, including analysis of the following:

- Existing system
- Land use and population
- Existing and future water demands
- Water sources and water rights
- Hydraulic model update
- Water use efficiency program
- Water source protection
- Operations and maintenance
- Regulations, policies, and design criteria
- Capital Improvement Program
- Financial analysis

The WSP also includes several ancillary elements, including a water quality monitoring plan, a wellhead protection plan, a watershed control plan, and a cross-connection control program. Upon completion of the WSP update, the final document will be reviewed by regulatory agencies and adjacent water purveyors, including the County, DOH, Washington State Department of Ecology, local Tribes, and neighboring water systems.A formal Request for Proposals was issued in March 2026 to five (5) engineering firms selected from the Municipal Research and Service Center (MRSC) Roster. Proposals were received from two (2) firms, HDR Engineering and RH2 Engineering, and scored by the City's selection team based on qualifications and experience.

If approved, staff will execute a professional services agreement with RH2 Engineering utilizing a contract approved as to form by the City Attorney.

Alternatives

None recommended

Fiscal Impact

Water/Sewer Enterprise Funds: $298,062

Attachments:

None

Council Agenda Coversheet					Category: Ordinance
	Item Number:	5.a.	**Date:**	4/21/2026	
	Item Type:	Ordinance			
	Subject:	Ordinance Docket: Transitioning Public-Facing Regulations from the Kennewick Administrative Code to the Kennewick Municipal Code			
	Department:	City Manager			
	Ordinance #:	*A sequential number will be assigned to each adopted ordinance.*			

Recommendation

Staff recommends Council adopt each of the ordinances presented in the docket.

Motion for Consideration

Motion to adopt the ordinance docket as presented (docket items 5.a.1 through 5.a.4).

Summary

The city's Policy Development Team has been working to transition public-facing content from the obsolete Kennewick Administrative Code to the Kennewick Municipal Code.

This is the first of two dockets coming forward as a result of the staff presentation at the April 14, 2026, Council workshop and includes changes sponsored by the City Manager's Office and the Parks & Recreation Department. The second phase of ordinances, sponsored by the Public Works Department, will come forward in May 2026.

Separate ordinances have been prepared for Council consideration as companion items to this staff report. If Council approves the docket, all ordinances will be enacted in one motion. Council may remove an ordinance from the docket for separate consideration and vote.

Alternatives

The alternative is to deny approval of one or more ordinances. This alternative is not recommended.

Fiscal Impact

Attachments:
None

Council Agenda Coversheet				Category: Ordinance
	Item Number:	5.a.1.	**Date:** 4/21/2026	
	Item Type:	Ordinance		
	Subject:	Ordinance: Amending Section 2.08.025 – City Manager Performance Review – of the Kennewick Municipal Code (Housekeeping Update)		
	Department:	City Manager		
	Ordinance #:			

Recommendation

Staff recommends Council adopt the proposed housekeeping ordinance related to the timing of the city manager performance review process.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

As described at the April 14, 2026, City Council workshop, the proposed ordinance will amend KMC 2.08.025 – City Manager Performance Review. The amendment clarifies the timing for the city manager's performance review to align with the Governance Coordination Manual Appendix B. Per the Governance Manual, the city manager's performance review will occur annually coinciding with the individual's work anniversary date or as mutually agreed upon. The code amendment will eliminate the reference to the outdated process found in the obsolete Kennewick Administrative Code.

Alternatives

None recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance
2. Redline

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO CITY MANAGER – PERFORMANCE REVIEW PROCESS AND AMENDING SECTION 2.08.025 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.08.025 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.08.025: - City Manager – Performance Review Process.

The City Council shall conduct the City Manager's performance review annually, typically coinciding with their work anniversary date, or as mutually agreed upon by both parties. See, City of Kennewick Governance Coordination Manual Appendix B.

(Ord. 26-_____ Sec. 1, 2026; Ord. 5298 Sec. 1, 2010)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO CITY MANAGER – PERFORMANCE REVIEW PROCESS AND AMENDING SECTION 2.08.025 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.08.025 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.08.025: - City Manager – Performance Review Process.

~~By no later than January 31 of each year, the Mayor and Mayor Pro Tem will meet with the City Manager to perform and document the City Manager's performance review. See KAC 7-10.~~ The City Council shall conduct the City Manager's performance review annually, typically coinciding with their work anniversary date, or as mutually agreed upon by both parties. See, City of Kennewick Governance Coordination Manual Appendix B.

(Ord. 26-_____ Sec. 1, 2026; Ord. 5298 Sec. 1, 2010)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

Council Agenda Coversheet	Item Number:	5.a.2.	Date:	4/21/2026	Category: Ordinance
	Item Type:	Ordinance			
	Subject:	Ordinance: Adding Chapter 3.100 — Real Property Surplus — to the Kennewick Municipal Code			
	Department:	City Manager			
	Ordinance #:				

Recommendation

Staff recommends Council adopt the ordinance codifying a formal process for the surplus and disposition of real property owned by the City of Kennewick.

Motion for Consideration

Motion to adopt the ordinance as presented

Summary

The proposed ordinance adds Chapter 3.100 to the Kennewick Municipal Code to codify a process to surplus City-owned real property. The City's policy regarding surplus real property was previously contained in the Kennewick Administrative Code.

As noted at the April 14, 2026, workshop, staff reviewed each of the policies contained in the KAC to determine whether they are out of date, redundant or need to be implemented in the Kenenwick Municipal Code. This proposed ordinance regarding surplus property is a result of that work. The process provided in this new code provision includes criteria for determining whether to declare city-owned real property surplus. It provides an option for a public hearing to receive public input before declaring real property surplus. The ordinance provides Council options for the sale or lease of the property once determined to be surplus.

Alternatives

No alternatives recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO REVENUE AND TAXATION AND ADDING CHAPTER 3.100 TO THE KENNEWICK MUNICPAL CODE

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

Section 1. Chapter 3.100 of the Kennewick Municipal Code, be and the same hereby is, added to the read as follows:

3.100 – SURPLUS AND SALE OF CITY OWNED REAL PROPERTY

3.100.010: - Purpose.

The purpose of this chapter is to establish policies and procedures regarding the surplus and sale, lease or exchange of certain real property owned or otherwise controlled by the City.

(Ord. 26-_____ Sec. 1, 2026)

3.100.020: - Policy.

It shall be the policy of the City to consider sale, lease or exchange of real property owned or controlled by the City when such property is determined to be surplus to the needs of the City, and where it is demonstrated to the City Council that sale, lease or exchange will best serve the public interest. For purposes of this chapter, the public interest will best be served when a transaction accomplishes one or more of the objectives listed in KMC 3.100.030.

(Ord. 26-_____ Sec. 1, 2026)

3.100.030: - Objectives.

The purpose and policies of this chapter are intended to accomplish the following basic objectives, which should be achieved in a balanced manner to ensure that none are over-emphasized to the detriment of the others:

1. Stimulate development of the City's economic base to provide employment opportunities and tax revenues for the City and other local taxing entities;
2. Provide capital for economic development purposes, for parkland operations (planning, acquisition, design, construction and maintenance and operation), and such other purposes as the council determines are necessary and appropriate; and

3. Provide a source of one time general revenue to the City over and above the tax yields from such real property.

(Ord. 26-_____ Sec. 1, 2026)

3.100.040: - Declaration of Surplus.

Prior to the sale, lease or exchange of any City-owned real property, the City Council shall determine that the property is excess to the present and future municipal needs of the City.

1. Any City-owned land being considered for sale or lease will be reviewed by all departments of the City to ascertain if the property can be used for a public purpose.
2. If the property cannot be placed to public use, a public hearing may be held before property is declared surplus. If upon conclusion of the hearing Council determines the property cannot be placed to public use, a resolution will be enacted declaring the property surplus for the reasonably foreseeable needs of the City.
3. Upon making such declaration of surplus, the Council may also make the following determinations:
    a. Whether the parcel should be sold, leased or exchanged;
    b. Whether special covenants or restrictions should be placed on the real property as a condition of sale, lease or exchange;
    c. Whether the parcel should be sold or leased by sealed bid, auction, solicitation or direct negotiation;
    d. What formality of appraisal is necessary to set the minimum acceptable price to achieve reasonable value.

(Ord. 26-_____ Sec. 1, 2026)

3.100.050: - Sale, Lease or Exchange Procedures.

1. For the sale, exchange, or disposal of surplus property the City will establish a minimum price below which the real estate will not be conveyed. The minimum price will be established by the appraisal. In some circumstances a cost/benefit analysis of the potential development can be made to determine if a modification of the minimum price is warranted.
2. The real estate will be appraised by at least one qualified appraiser, unless the cost of appraisal will be ten percent or more of the estimated sale price. A qualified appraiser is one who has knowledge, experience and education about appraisal methods. A qualified appraiser will either be a member in good standing of the Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers or their affiliates.

3. During negotiations for the sale or lease of real property, the City Council may go into executive session. The City will adhere to guidelines of executive sessions according to RCW 42.30.110, as amended. If executive sessions are held to discuss the disposition by sale or lease of real estate, the discussion shall be limited to the minimum selling or leasing price.

4. After appraisal disposition may occur through one of the following methods:

   a. Negotiated Sale. The City Council will appoint the City Manager or their designee to negotiate with possible purchasers for the price and terms of the sale of the real estate. The City may also use real estate agents/brokers in the process of disposing surplus municipal property.

   b. Sealed Bid. Upon receipt of the written appraisal, the City Manager or designee shall, upon instruction of the City Council, publish a call for bids upon such real estate once a week for two consecutive weeks in a legal newspaper of general circulation in Benton County, Washington, for a sale price of not less than such appraised value of the real estate, plus costs of appraisal and sale. Bids received shall be opened by the City Manager, or designee, at a regular meeting of the City Council of the City of Kennewick. The City Council may accept the bid over the appraised value, plus costs of appraisal and sale that will result in the greatest benefit to the City.

   c. Auction. The City Manager or designee shall choose a qualified auction company to host the auction and will establish a minimum bid price based on the property's estimated value.

      i. Notice of the auction, a description of the property or portion thereof to be sold, the date(s) of the auction, and any other pertinent information shall be published at least once in the official newspaper of the City at least 10 calendar days before the auction begins. Notice will also be posted continuously on the City's website for no less than 10 calendar days prior to the auction and until the auction ends.

      ii. The City will accept the highest bid that exceeds the City's minimum bid price. If no bids are received, or if no bids exceed the City's minimum bid price, the City Manager may direct disposition of the property by another method available under this chapter. The prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money in the amount of $5,000. Payment of the remaining amount of the purchase price shall be made within 30 days.

      iii. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become nonrefundable and shall be retained by the City as liquidated damages; provided, however, that the purchaser may, at their option, deposit an additional $5,000 extension fee, in which case

their time to make full payment shall be extended for one additional 60-day period. In the event full payment is not made by the conclusion of the additional 60-day period, an additional $1,000 shall be retained by the City from the extension fee as liquidated damages relevant to the additional lost time and expense. The remainder of the extension fee shall be returned to the prevailing bidder.

5. All sales of City-owned real property shall be on a cash basis, and the deed and documents of sale shall be signed by the Mayor of the City of Kennewick as authorized by motion of the City Council. The title to any City sold real property shall not be transferred until the purchase price therefore has been fully paid and any applicable terms or conditions have been fully satisfied.

(Ord. 26-_____ Sec. 1, 2026)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

_____
JASON R. McSHANE, Mayor

Attest:

_____
KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

_____
LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

Council Agenda Coversheet	Item Number:	5.a.3.	Date:	4/21/2026	Category: Ordinance
	Item Type:	Ordinance			
	Subject:	Ordinance: Amending Section 2.16.420 — Arts Commission Establishment — of the Kennewick Municipal Code			
	Department:	Parks & Recreation			
	Ordinance #:				

Recommendation

Staff recommends Council adopt the proposed housekeeping ordinance related to the establishment of the Arts Commission.

Motion for Consideration

Motion to adopt the ordinance as presented

Summary

As described at the April 14, 2026, Council workshop, this ordinance amends KMC 2.16.420, relating to the establishment of the Arts Commission. The amendment incorporates the Commission's establishment into the Municipal Code and replaces references to the Kennewick Administrative Code.

The amendment also updates the composition of the commission to consist of *up to* seven members, aligning with current practice and reflecting Council feedback from the April 14th workshop, eliminating the previous allowance of up to nine members.

Alternatives

None recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance
2. Redline

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO ARTS COMMISSION - ESTABLISHMENT AND AMENDING SECTION 2.16.420 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.16.420 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.16.420: Arts Commission—Establishment.

There shall be an Arts Commission established consisting of up to seven members appointed by the City Council for a term of four years, expiring on March 31 or until such time as their successor is selected. The Commission shall consist of arts professionals or persons with an interest in art. The City Council shall consider "arts professionals" to be those people, both in the Kennewick community and outside, who have a professional background in the arts, are familiar with artists in specific categories, and exhibit a sensitivity to site placement, or have a demonstrated interest in art. An optional student member is also authorized and shall serve as a non-voting member of the Commission. The student member may provide input and make recommendations. The Arts Commission shall contact art teachers in the high schools within the City encouraging students to apply. Applications would be sought in the spring from students completing their junior year of high school. Screenings and interviews would be conducted by the Arts Commission. The selected member would begin serving upon appointment through the completion of their senior year of high school.

Staff support for the Arts Commission shall be designated by the City Manager.

(Ord. 26-_____ Sec. 1, 2026; Ord. 5546 Sec. 1, 2014; Ord. 5363 Sec. 3, 2011; Ord. 5304 Sec. 1, 2010; Ord. 5287 Sec. 1, 2009; Ord. 5187 Sec. 1, 2007; Ord. 4075 Sec. 1, 2003)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April 2026.

JASON R. MCSHANE, Mayor

Attest:

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO ARTS COMMISSION - ESTABLISHMENT AND AMENDING SECTION 2.16.420 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.16.420 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.16.420: Arts Commission—Establishment.

There shall be an Arts Commission established consisting of ~~at least~~ up to seven members~~, but not more than nine~~ appointed by the City Council for a term of four years, expiring on March 31 or until such time as their successor is selected. ~~An optional student member is also authorized and shall serve as provided in KAC 9-11-070.~~ The Commission shall consist of arts professionals or persons with an interest in art. The City Council shall consider "arts professionals" to be those people, both in the Kennewick community and outside, who have a professional background in the arts, are familiar with artists in specific categories, and exhibit a sensitivity to site placement, or have a demonstrated interest in art. An optional student member is also authorized and shall serve as a non-voting member of the Commission. The student member may provide input and make recommendations. The Arts Commission shall contact art teachers in the high schools within the City encouraging students to apply. Applications would be sought in the spring from students completing their junior year of high school. Screenings and interviews would be conducted by the Arts Commission. The selected member would begin serving upon appointment through the completion of their senior year of high school.

~~The Arts Commission will review each proposed gift or loan of art for aesthetic quality, site appropriateness, public safety and long-term conservation and preservation considerations.~~

Staff support for the Arts Commission shall be designated by the City Manager.

(Ord. 26-_____ Sec. 1, 2026; Ord. 5546 Sec. 1, 2014; Ord. 5363 Sec. 3, 2011; Ord. 5304 Sec. 1, 2010; Ord. 5287 Sec. 1, 2009; Ord. 5187 Sec. 1, 2007; Ord. 4075 Sec. 1, 2003)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this ^^ day of April, 2026.

Attest: JASON R. MCSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

Council Agenda Coversheet				Category: Ordinance
	Item Number:	5.a.4.	**Date:** 4/21/2026	
	Item Type:	Ordinance		
	Subject:	Ordinance: Amending Section 2.16.430 – Arts Commission Powers and Duties – of the Kennewick Municipal Code		
	Department:	Parks & Recreation		
	Ordinance #:			

Recommendation

Staff recommends Council adopt the proposed housekeeping ordinance related to powers and duties of the Arts Commission.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

As described at the April 14, 2026, workshop, the proposed ordinance will amend KMC 2.16.430 related to the powers and duties of the Arts Commission. The amendment incorporates the Commission's powers and duties into the Municipal Code and replaces references to the obsolete Kennewick Administrative Code (KAC).

No substantive changes are proposed, and the amendment maintains the existing language and intent as the KAC.

Alternatives

None recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance
2. Redline

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO ARTS COMMISSION – POWERS AND DUTIES AND AMENDING SECTION 2.16.430 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.16.430 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.16.430: Arts Commission—Powers and Duties.

The Arts Commission serves to enhance and enrich the quality of life of Kennewick residents and visitors by fostering an artistic environment that develops a sense of community as it creates a number of public venues that instill a sense of place, along with an opportunity to have fun.

The Arts Commission shall have the following powers and duties:

(1) The Arts Commission will review each proposed gift or loan of art for aesthetic quality, site appropriateness, public safety and long-term conservation and preservation considerations.

(2) Make recommendations to the City Council in matters pertaining to the acceptance, procurement, and placement of public art.

(3) Promote and encourage public programs to further the development and public awareness of public art.

(4) Seek and encourage financial support, including grants, donations, fundraising activities, loans, and guarantees for public art.

(5) Set priorities for any available funding by conducting a public art inventory and assessment of pre-existing city-owned public artworks, and by developing a public art master plan.

(6) Consider potential sites, review site proposals, and recommend to the City Council for approval appropriate site selections for the placement and display of artwork for the City's public art program.

(7) Establish an effective liaison between the City and local and regional art groups.

(Ord. 26-_____ Sec. 1, 2026; Ord. 4075 Sec. 2, 2003)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. MCSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO ARTS COMMISSION – POWERS AND DUTIES AND AMENDING SECTION 2.16.430 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.16.430 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.16.430: Arts Commission—Powers and Duties.

The Arts Commission ~~shall have and exercise the powers, duties, and responsibilities prescribed by KAC 9-11~~serves to enhance and enrich the quality of life of Kennewick residents and visitors by fostering an artistic environment that develops a sense of community as it creates a number of public venues that instill a sense of place, along with an opportunity to have fun.

The Arts Commission shall have the following powers and duties:

(1) The Arts Commission will review each proposed gift or loan of art for aesthetic quality, site appropriateness, public safety and long-term conservation and preservation considerations.

(2) Make recommendations to the City Council in matters pertaining to the acceptance, procurement, and placement of public art.

(3) Promote and encourage public programs to further the development and public awareness of public art.

(4) Seek and encourage financial support, including grants, donations, fundraising activities, loans, and guarantees for public art.

(5) Set priorities for any available funding by conducting a public art inventory and assessment of pre-existing city-owned public artworks, and by developing a public art master plan.

(6) Consider potential sites, review site proposals, and recommend to the City Council for approval appropriate site selections for the placement and display of artwork for the City's public art program.

(7) Establish an effective liaison between the City and local and regional art groups.

(Ord. 26-_____ Sec. 1, 2026; Ord. 4075 Sec. 2, 2003)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this ^^ day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

Council Agenda Coversheet				Category: Ordinance Quasi-Judicial
	Item Number:	5.b.	**Date:** 4/21/2026	
	Item Type:	Ordinance		
	Subject:	Ordinance: Change of Zone from Residential, Suburban (RS) to Residential, Low (RL) at 2918 S Jean St (COZ-2026-0002)		
	Department:	Community Planning		
	Ordinance #:		**Permit #:** COZ-2026-0002	

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve Change of Zone COZ-2026-0002.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

The proposal is a Change of Zone of 0.76 acres from Residential, Suburban (RS) to Residential, Low-Density (RL) located at 2918 S Jean St. The Residential, Low-Density zoning district is an implementing zone of the Low Density Residential land use designation.

The property owner, Elijah Family Homes, is proposing to change the zone to allow for reduced minimum lot sizes to accommodate additional lots for their transitional housing project at the site.

After the public hearing held on April 6, 2026, the applicant spoke in favor of the proposal. No additional public testimony was presented at the hearing. The Planning Commission voted 5-0 to recommend approval to City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance
2. Presentation
3. Staff Report
4. PC Action Summary

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 2918 S JEAN STREET FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 2026-0002, Clover Planning & Zoning, c/o Shane O'Neill)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential, Suburban (RS) to Residential, Low Density (RL) for the real property described as follows:

Parcel No. 1-1389-202-0004-009:

LOT 1
THE HIGHLANDS, PLAT D, THE SOUTH 140 FEET OF THE EAST 306 FEET OF LOT 4 (DESCRIPTION CHANGE 5-19-58). EXCEPT THE SOUTH 36 FEET OF THE EAST 183 FEET AND EXCEPT THE NORTH 23.5 FEET OF THE SOUTH 59.5 FEET OF THE EAST 145 FEET (DESCRIPTION CHANGE, 4-17-73) CONTAINING 0.42 ACRES EQUALS TO 18,087 SQUARE FEET

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

City Council Meeting

Change of Zone

COZ-2026-0002

April 21, 2026

Application Summary

Applicant: Clover Planning & Zoning, c/o Shane O'Neill

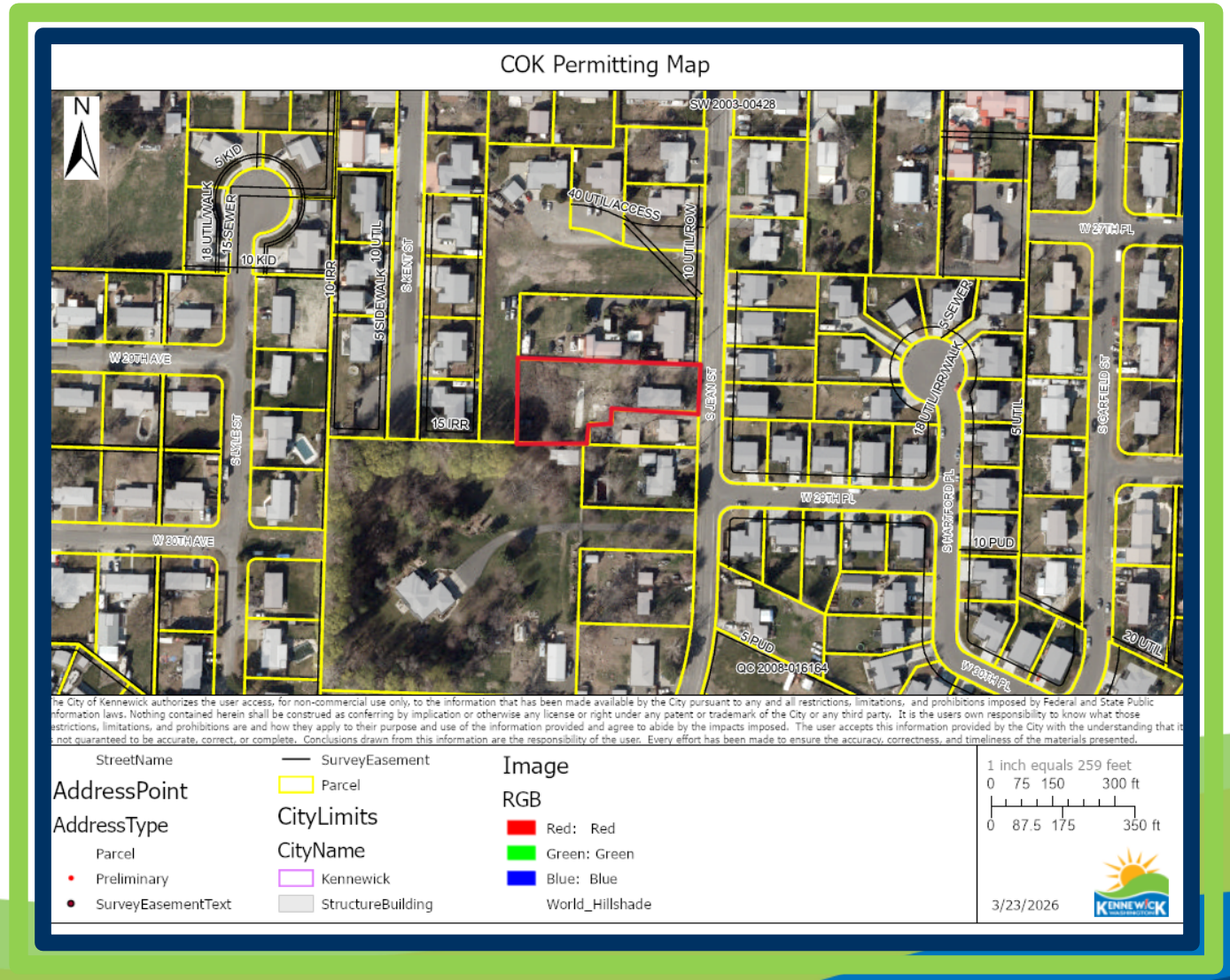
Owner: Elijah Family Homes

Proposal: A change of zone from Residential, Suburban (RS) to Residential, Low Density (RL) for 0.76 acres.

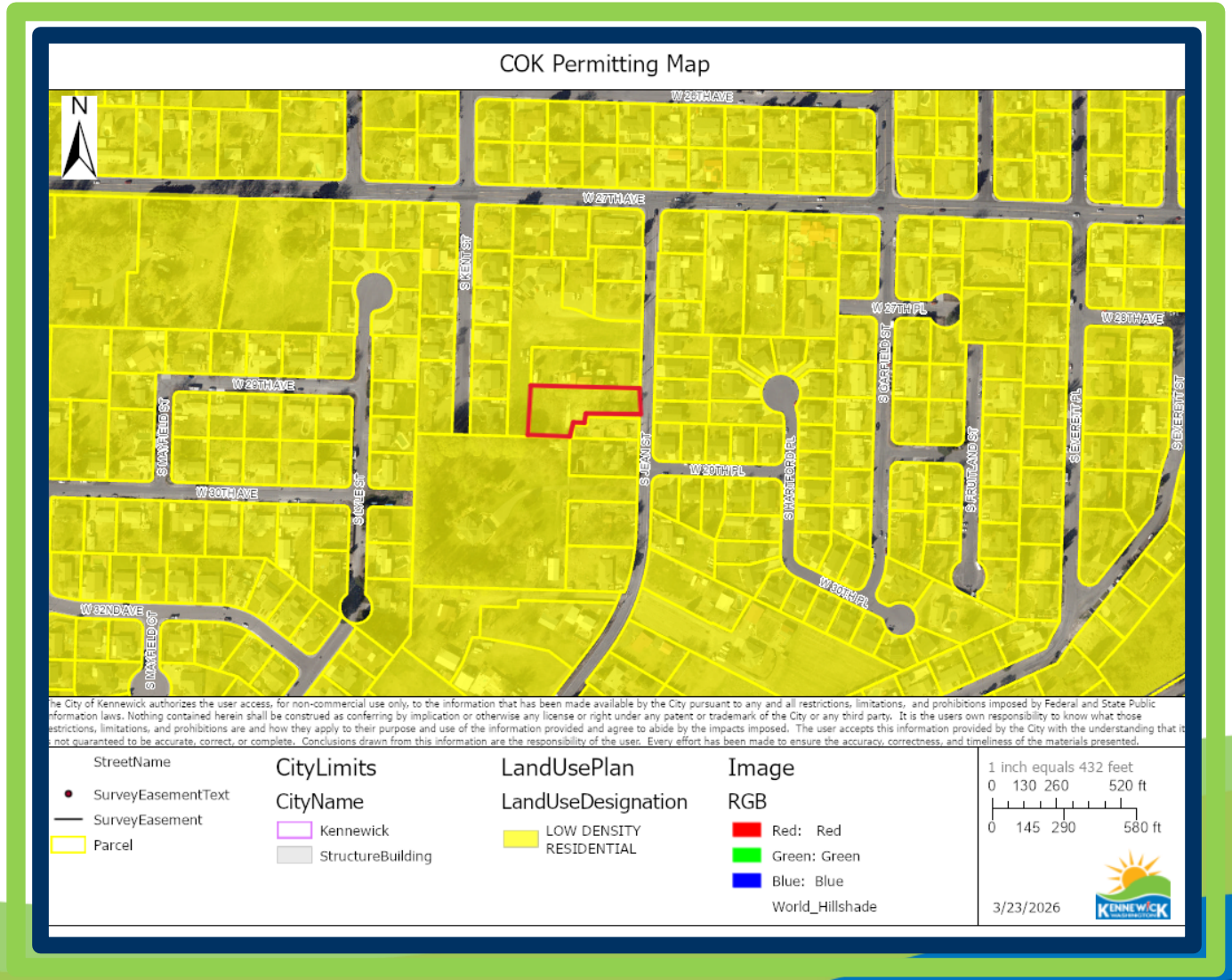
Comprehensive Plan Designation: Low Density Residential

Location: 2918 S Jean St

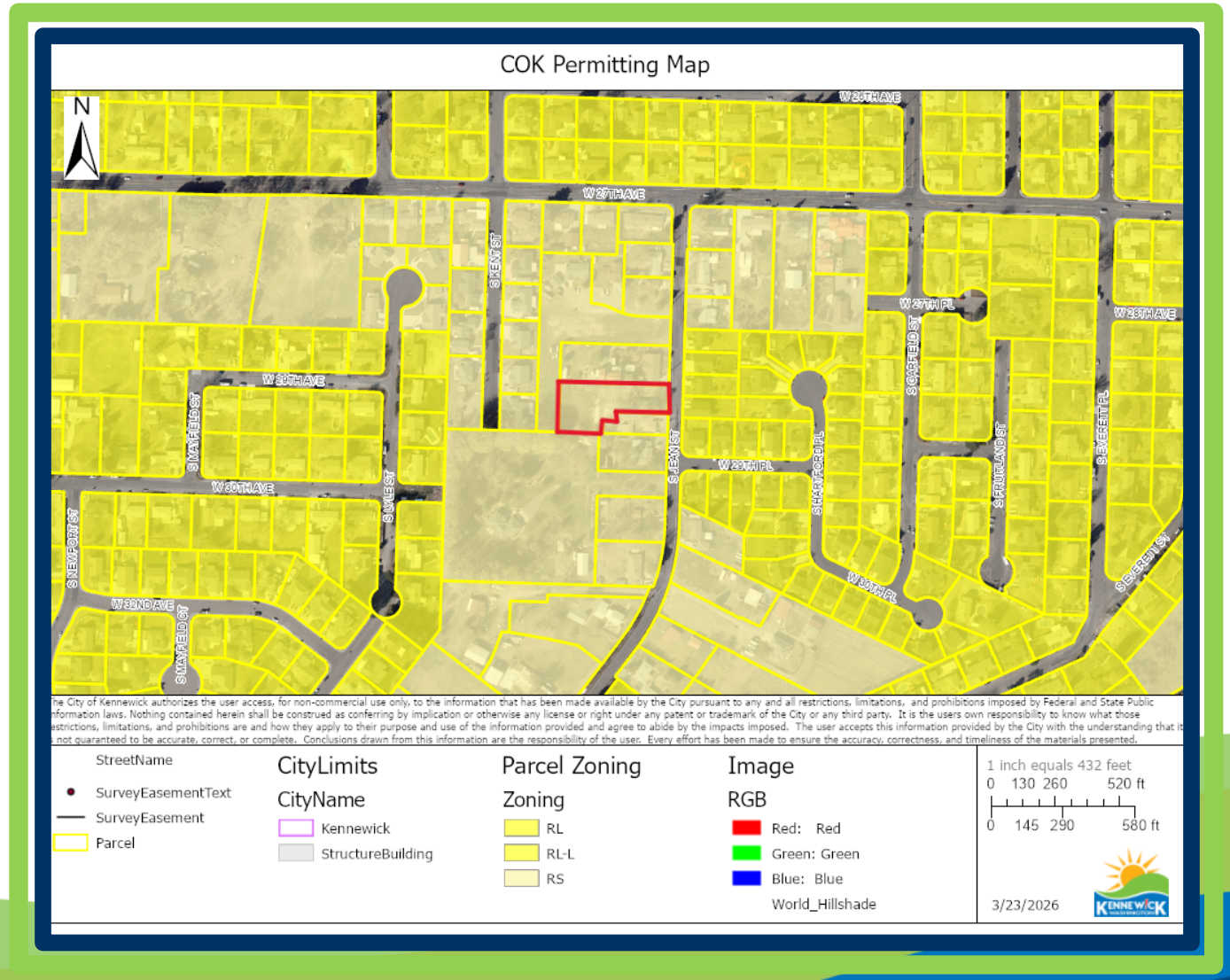
Vicinity Map



Land Use Map


COK Permitting Map
N
W 28TH AVE
W 27TH AVE
S KENT ST
W 27TH PL
S GARFIELD ST
W 29TH AVE
S EVERETT PL
S EVERETT ST
W 29TH AVE
S MAYFIELD ST
W 30TH AVE
S KENT ST
W 30TH PL
S HARTFORD PL
S RUTLAND ST
W 30TH PL
W 32ND AVE
S MAYFIELD CT
The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.
StreetName
SurveyEasementText
SurveyEasement
Parcel
CityLimits
CityName
Kennewick
StructureBuilding
LandUsePlan
LandUseDesignation
LOW DENSITY RESIDENTIAL
Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade
1 inch equals 432 feet
0 130 260 520 ft
0 145 290 580 ft
3/23/2026
KENNEWICK

Zoning Map


COK Permitting Map
N
W 26TH AVE
W 27TH AVE
W 27TH PL
W 28TH AVE
W 29TH AVE
W 29TH PL
W 30TH AVE
W 30TH PL
W 32ND AVE
S KENT ST
S MAYFIELD ST
S NEWPORT ST
S KYLE ST
S JEAN ST
S HARTFORD PL
S CAFFIELD ST
S FAIRLAND ST
S EVERETT PL
S EVERETT ST
The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.
StreetName
SurveyEasementText
SurveyEasement
Parcel
CityLimits
CityName
Kennewick
StructureBuilding
Parcel Zoning
Zoning
RL
RL-L
RS
Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade
1 inch equals 432 feet
0 130 260 520 ft
0 145 290 580 ft
3/23/2026
KENNEWICK

Property History

The city annexed the site on February 16, 1999, by Ordinance 3848 and zoned the property RS – Residential, Suburban.

Permitted Uses

The RL district permits smaller lots compared to the RS district. RL requires a 5,500 SF minimum lot size compared to RS, which requires an 8,000 SF minimum lot size. Both RS and RL allow for townhome lots with a minimum size of 1800 SF. Both zones allow Single-Family and Middle Housing development.

Change of Zone Findings KMC 18.51.070(2)

(a) The proposed amendment conforms with the comprehensive plan.

(b) Promotes the public necessity, convenience, and general welfare.

(c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.

(d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

(e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- The Planning Commission held a public hearing for the proposed Change of Zone on April 6, 2026.
- Staff recommended that the proposed Change of Zone be approved.
- The applicant spoke in favor of the proposal.
- No additional testimony was submitted by the public.
- The Planning Commission questioned the applicant and staff about future development at the site.

Recommendation

The Planning Commission recommends approval of COZ-2026-0002.

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE NO: COZ-2026-0002

Staff Report Date:	March 18, 2026
Hearing Date:	April 6, 2026
Report Prepared by:	Majenta Stuntebeck Assistant Planner
Report Reviewed by:	Steve Donovan, AICP Planning Manager
Summary Recommendation:	The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone 2026-0002.
Summary of Proposal:	A Change of Zone from Residential, Suburban (RS) to Residential, Low Density (RL) for 0.76 acres.
Proposal Location:	Parcel generally located at 2918 S Jean St.
Legal Description:	Parcel # 1-1389-202-0004-009 THE HIGHLANDS, PLAT D, THE SOUTH 140 FEET OF THE EAST 306 FEET OF LOT 4 (DESCRIPTION CHANGE 5-19-58). EXCEPT THE SOUTH 36 FEET OF THE EAST 183 FEET AND EXCEPT THE NORTH 23.5 FEET OF THE SOUTH 59.5 FEET OF THE EAST 145 FEET (DESCRIPTION CHANGE, 4-17-73)
Property Owner:	Elijah Family Homes PO Box 2005 Richland, WA 99352
Applicant:	Clover Planning & Zoning c/o Shane O'Neill 6904 Rogue Dr Pasco, WA 99301

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning

4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	February 10, 2026
Determination of Completeness Issued	February 18, 2026
Notice of Application Posted	February 18, 2026
SEPA Threshold Determination Issued	March 10, 2026
Property Posting Sign for SEPA Determination	March 10, 2026
SEPA Appeal Period	March 23, 2026
Date of Mailed Notice of Public Hearing	March 18, 2026
Property Posting Sign for Public Hearing	March 17, 2026
Date of Published Notice of Public Hearing	March 22, 2026

Exhibits:

1. Staff Report
2. Supplemental Narrative
3. Vicinity Images
4. Site Map
5. Comprehensive Plan Map
6. Zoning Map
7. Notice of Public Hearing Mailing
8. SEPA DNS
9. Benton Clean Air Agency Comment Letter
10. Bonneville Power Administration Email
11. Benton Public Utility District Email
12. Kennewick Irrigation District Email

Zoning adjacent to the site:

North: Residential, Suburban (RS)
East: Residential, Low Density (RL)
South: Residential, Suburban (RS)
West: Residential, Suburban (RS)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goals and Policies

Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas.
Policy 1: Maintain residential zoning regulations that offer a similar graduation in building scale and bulk.

Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.
Policy 2: Residential Low Density – Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for a larger lot housing within the Residential Low Density land use designation to allow for a range of lifestyles.

Kennewick Municipal Code Findings:
The following findings shall be met to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. To amend the zoning map, the City Council must find that:

a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the RL Zoning District is an implementing zoning district of the site's current Low Density Residential land use designation.

b. Promotes the public necessity, convenience and general welfare; and
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties.

c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.

d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
Staff Response: The proposed Change of Zone will establish a zoning district that complies with the Comprehensive Plan. The RL zone is an implementing zone of the site's Low Density Residential land use designation.

e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.
Staff Response: The proposed Change of Zone abuts land currently zoned RL to the east.

Public Comments:
The public did not submit comments on the proposal.

Agency Comments:
Staff received comments from the Benton Clean Air Agency. Bonneville Power Administration, Benton Public Utility District, and Kennewick Irrigation District stated they have no comment on the proposal.

Staff Analysis of Proposal & Discussion:
The City annexed the site on February 16, 1999 by Ordinance 3848 and zoned the property RS – Residential, Suburban.

The proposed Change of Zone (COZ-2026-0002) is a request to change the zoning district for 0.76 acres. Pursuant to Table 1 of the Comprehensive Plan, the RL Zoning District is an implementing zoning district of the Low Density Residential land use designation. RCW 36.70A, Growth Management Act, requires that a city's development regulations implement its comprehensive plan.

Per KMC 18.03.040(18), the purpose of the RL zoning district is as follows:

RL – The purpose of the RL district is to establish areas for low density single-family and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.

Per KMC 18.03.040(18), the purpose of the RS zoning district is as follows:

RS – The purpose of the RS district is to establish areas for low density single-family and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in a semi-rural setting.

The RL district permits smaller lots compared to the RS district. RL requires a 5500 sq ft minimum lot size compared to RS which requires an 8000 sq ft min lot size. Both RS and RL allow for townhome lots with a minimum size of 1800 sq ft.

Future development of the site will be limited to only the permitted uses of the RL Zoning District and subject to the applicable development and design standards. Additionally, development will be subject to meeting applicable concurrency requirements, which include utility and street improvements.

The proposed findings meet the requirements of KMC 18.51.070(2).

Findings:

1. The applicant is Clover Planning & Zoning, c/o Shane O'Neill, 6904 Rogue Dr, Pasco, WA 99301.
2. The property owner is Elijah Family Homes, PO Box 2005, Richland, WA 99352.
3. The proposed Change of Zone is located at 2918 S Jean St. Parcel Number: 1-1389-202-0004-009.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Low Density Residential.
5. The request is to change the zone from Residential, Suburban to Residential, Low Density.
6. The Residential, Low-Density District is an implementing zone of the Low Density Residential Comprehensive Plan Land Use Map Designation.
7. The application was submitted on February 10, 2026.
8. The application was declared complete, routed for review to City Departments and outside agencies on February 18, 2026.
9. Access to the site is via S Jean St.
10. The Environmental Determination of Non-Significance, ED-2026-0005, was issued March 10, 2026.
11. The Property Posting sign for the public hearing was posted on site March 17, 2026.
12. Notice of the public hearing for this application was published in the Tri-City Herald on March 22, 2026.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on March 18, 2026.
14. The proposed amendment conforms to the comprehensive plan.

15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Low Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

Recommendation:

Staff have reviewed the application and recommend that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2026-0002 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2026-0002 and recommend approval of the request to City Council.

Clover Planning & Zoning, LLC
Land Use Services

February 10, 2026

Rezone Application Supplemental Code Criteria Narrative

To: CITY OF KENNEWICK Planning Department Staff, Planning Commission & City Council

Subject: Rezone Application – Benton County Tax Parcel No. 113892020004009 (2918 S. Jean Street)

Approximately 0.76 acres, located on the west side of S. Jean Street, north of W. 29th Place, Kennewick, Washington

Zone Change: Residential Suburban (RS) to Residential Low Density (RL)

The nature and effect of the proposed change:

The nature of the proposed rezone is residential in character. The subject parcel is currently zoned Residential Suburban (RS), which is intended to accommodate low-intensity residential development characterized by larger lot sizes and a semi-suburban development pattern. The proposed rezone to Residential Low Density (RL) would allow for modestly increased residential density while retaining single-family residential use as the primary land use.

The effect of rezoning the site from RS to RL would be to permit more efficient utilization of the land consistent with surrounding development patterns and the County's long-range land use planning objectives. RL zoning allows for smaller lot sizes and a density range that better reflects the parcel's location within an urbanized area served by public infrastructure. The rezone would not introduce non-residential uses or higher-intensity housing types, but rather would allow a development pattern that is more consistent with the evolving residential character of the area consistent with the Low Density Residential Comprehensive Plan Land Use Designation.

Conditions warranting the proposed rezone

The proposed rezone from RS to RL is warranted due to changed conditions and planning considerations affecting the subject property and surrounding area, including recent statewide housing legislation that directly impacts local zoning policy.

1. Urbanization of the Surrounding Area

The subject parcel is located within an area that has transitioned away from a semi-rural character toward a more fully urban residential environment. Some of the surrounding properties are developed with suburban residential uses with access to public streets and utilities. The continuation of RS zoning on the subject parcel results in an underutilization of land that is otherwise suited for low-density urban residential development.

2. Availability of Public Infrastructure

The parcel is located along S. Jean Street and in proximity to established residential neighborhoods. The area is served by public infrastructure appropriate for RL development, including roadway access and urban utilities. These conditions reduce the need for large-lot suburban zoning and support a transition to a low-density residential designation.

3. Alignment With Washington State "Middle Housing" Statutes

Recent Washington State legislation represents a significant changed condition warranting reconsideration of legacy low-density zoning classifications. In 2023, the Legislature adopted House Bill 1110, codified at RCW 36.70A.635, which requires cities planning under the Growth Management Act to allow a broader range of "middle housing" types—including duplexes, triplexes, fourplexes, and courtyard apartments—within traditionally single-family residential areas.

The Legislature explicitly found that exclusionary zoning patterns contribute to housing shortages and rising costs, and directed cities to update development regulations to accommodate more diverse housing forms at neighborhood-compatible scales. Rezoning the subject parcel from RS to RL advances the intent of HB 1110 by allowing residential development patterns that are more consistent with state policy encouraging modest increases in density within urban areas already served by infrastructure.

In addition, HB 1337 (2023) further limits local barriers to middle housing by restricting excessive minimum parking requirements and reinforcing the Legislature's objective of enabling infill housing on appropriately located residential parcels. Together, these statutes reflect a clear statewide policy shift away from large-lot suburban zoning in urban areas and toward more efficient use of residential land.

4. Consistency With Growth Management Objectives

The City of Kennewick Comprehensive Plan emphasizes directing residential growth to areas where public facilities and services can be provided efficiently, while reducing sprawl and encouraging infill development. Allowing RL zoning on the subject parcel supports compact development patterns, makes

better use of existing infrastructure, and aligns local zoning with state-mandated housing and growth management objectives.

5. Logical and Incremental Zoning Transition

The proposed RL designation represents a logical and incremental transition from RS zoning. The rezone does not represent a dramatic increase in intensity, but rather a refinement of zoning that reflects the parcel's location, size, surrounding development pattern, and evolving state and local housing policy. RL zoning maintains a low-density residential character while allowing flexibility to respond to current and future housing needs.

Advancement of Public Health, Safety, and General Welfare

Approval of the proposed rezone would advance the public health, safety, and general welfare in several respects:

- Encouraging development of a currently underutilized parcel will reduce unmanaged vegetation and the potential for nuisance conditions such as invasive weeds, rodents, and debris accumulation.
- Residential development under RL standards will promote orderly site design, improved drainage, and compliance with modern building and safety codes.
- Additional housing opportunities in an urbanized area support community stability and help meet ongoing residential demand without extending development into less suitable areas.
- Incremental residential growth strengthens the local tax base, supporting public services and infrastructure maintenance.

Effect on the Value and Character of Adjacent Property

The proposed rezone from RS to RL is expected to have a neutral to positive effect on surrounding properties.

1. Compatibility With Existing Residential Uses

RL zoning permits single-family residential development similar in building form, height, and setbacks to existing homes in the vicinity. No commercial or higher-density multi-family uses are introduced, preserving neighborhood compatibility.

2. Enhancement of Property Values

Allowing a modest increase in residential density can enhance the market value of the subject parcel and may have a stabilizing or positive influence on adjacent properties by encouraging investment, new construction, and improved site conditions.

3. Neighborhood Character

While RL zoning allows smaller lots than RS, it maintains a low-density residential character. The resulting development pattern will remain consistent with suburban residential expectations and will not create abrupt or incompatible changes in scale or intensity.

4. Traffic and Public Services

Any increase in residential units would result in only a modest increase in local traffic, well within the capacity of existing residential streets. Additional residents also contribute to funding public services through property and sales tax revenues.

Summary

The rezone is expected to:

- Raise adjacent property values over time through market demand and infrastructure growth,
- Encourage a gradual, compatible transition to suburban residential character,
- Maintain land use compatibility, and
- Deliver community-level benefits through improved services and connectivity.

Overall, the change supports long-term neighborhood stability and property value enhancement without disrupting the existing residential fabric.

Relationship to Kennewick's Comprehensive Plan

The proposed rezone from Residential Suburban (RS) to Residential Low Density (RL) is consistent with and advances multiple goals and policies of the City of Kennewick Comprehensive Plan, particularly those addressing urban growth management, efficient land use, housing supply, and coordinated development within the Urban Growth Area (UGA).

Urban Area Goals and Policies

Urban Area Goal 2: Encourage growth within the Urban Growth Area

The subject parcel is located within the City of Kennewick and the UGA and is served, or capable of being served, by urban infrastructure. The proposed rezone directly advances this goal by facilitating residential development at urban-appropriate densities.

- **Policy 2.1:** *Support annexation where infrastructure and services allow for urban densities.* While the site is already within the City, rezoning from RS to RL supports the policy's broader intent by allowing densities consistent with urban service levels.
- **Policy 2.2:** *Promote new growth consistent with the Comprehensive Land Use Map, the Capital Facilities Plan and the Capital Improvement Plan.*
  RL zoning allows residential growth consistent with planned infrastructure capacity and urban land use expectations.
- **Policy 2.3:** *Encourage compact development patterns within the UGA that can be efficiently served by public facilities.*
  RL zoning permits a more compact development pattern than RS zoning, making more efficient use of land and existing public facilities without introducing incompatible intensity.

Urban Area Goal 5: Coordinate land uses and development regulations between the City and other jurisdictions

- **Policy 5.2:** *Pursue efforts to fully implement the City's development regulations within the UGA.* The proposed rezone aligns zoning with the City's residential development standards and long-term urban planning objectives.
- **Policy 5.3:** *Discourage incompatible land uses from locating near or adjacent to each other.* The rezone maintains residential use and ensures compatibility with surrounding residential neighborhoods by retaining low-density standards appropriate to the area.

Residential Goals and Policies

Residential Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas

- **Policy 1.1:** *Maintain residential zoning regulations that offer a similar graduation in building scale and bulk.*
  The RS-to-RL rezone represents an incremental transition in density and scale, avoiding abrupt changes while allowing flexibility appropriate to an urban neighborhood.

Residential Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area

This goal is particularly supportive of the proposed rezone.

- **Policy 3.1:** *Establish and implement maximum densities in the City's residential zoning categories.*
  RL zoning provides clear density parameters consistent with City standards.
- **Policy 3.2:** *Residential Low Density: Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing within the Residential Low Density land use designation to allow for a range of lifestyles.* The subject parcel is appropriate for Residential Low Density zoning as it provides a transition between suburban development patterns while remaining fully urban in character.

Maintaining RS zoning on the parcel limits the City's ability to meet its minimum density objectives and underutilizes land located within the UGA. Rezoning to RL better supports the City's policy direction to achieve an average minimum density of 3 units per acre across the urban area.

Summary

The proposed rezone from RS to RL:

- Implements **Urban Area Goal 2** by encouraging efficient residential growth within the UGA;
- Advances **Urban Area Goal 5** by aligning zoning with adopted City regulations and discouraging incompatible land uses;
- Supports **Residential Goal 1** through a compatible and incremental transition in residential scale;
- Directly advances **Residential Goal 3** by promoting a broader range of residential densities and supporting the City's minimum density targets.

Accordingly, the proposed rezone represents a consistent, well-supported, and appropriate implementation of the City of Kennewick Comprehensive Plan.

Effect if the Proposed Rezone Is Not Granted

If the proposed rezone from RS to RL is not approved, the property owner would experience several limitations:

1. **Reduced Development Potential**
   RS zoning limits residential density and requires larger lots, resulting in fewer potential dwelling units on a parcel that is otherwise suitable for low-density urban residential development.
2. **Lower Economic Utility of the Property**
   The constrained development potential under RS zoning reduces the economic value and marketability of the parcel compared to similarly situated properties zoned RL.
3. **Inconsistency With Surrounding Development Trends**
   Maintaining RS zoning may leave the parcel underdeveloped relative to nearby residential areas, potentially creating an isolated pocket of lower-intensity zoning inconsistent with long-term planning objectives.
4. **Missed Opportunity for Efficient Land Use**
   Denial of the rezone would perpetuate an inefficient use of land within an urbanized area, contrary to the County's growth management goals.
5. **Barriers to Meeting Housing Demand**
   The owner would not be able to contribute to meeting Kennewick's increasing demand for housing in a high-growth area. The effect would be a missed opportunity for the owner to capitalize on timing, when housing needs and policy goals align with upzoning.

Conclusion

The proposed rezone of Benton County Tax Parcel No. 113892020004009 from Residential Suburban (RS) to Residential Low Density (RL) is justified by changed conditions, compatibility with surrounding development, availability of public infrastructure, and consistency with the Benton County Comprehensive Plan. The rezone represents a modest, logical adjustment that supports orderly growth, protects neighborhood character, and advances the public health, safety, and general welfare.

Please reach out to Clover Planning & Zoning LLC if your review would benefit from any additional information.

Sincerely,
Shane O'Neill
Clover Planning & Zoning LLC
www.planclover.com

(509)713-4560
planclover@outlook.com
UBI# 604-914-810

Exhibit List
1) Maps
2) Vicinity Images



EXHIBIT 3



EXHIBIT 3



EXHIBIT 3

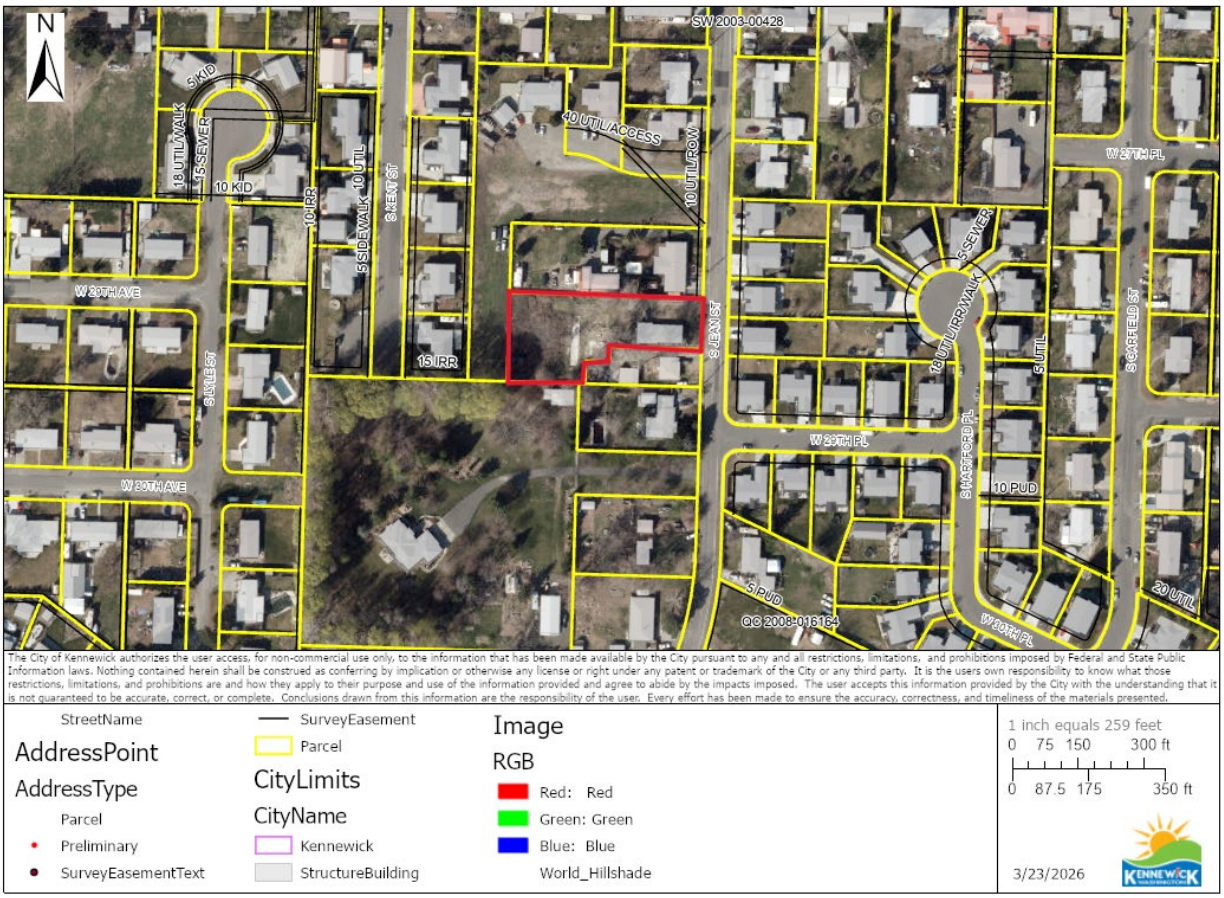


EXHIBIT 3



EXHIBIT 3

COK Permitting Map



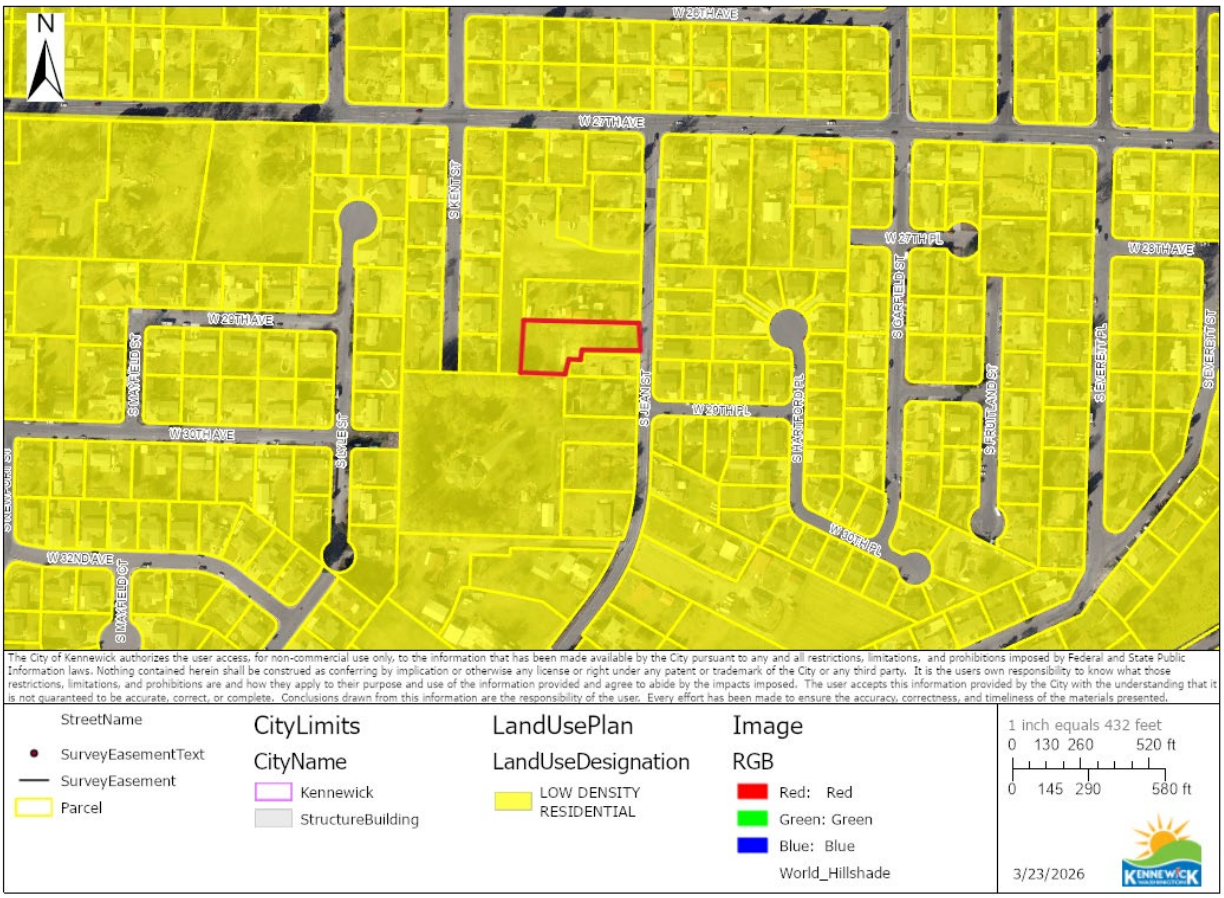
The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed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

StreetName
AddressPoint
AddressType
Parcel
Preliminary
SurveyEasementText
SurveyEasement
Parcel
CityLimits
CityName
Kennewick
StructureBuilding
Image
RGB
Red: Red
Green: Green
Blue: Blue
World_Hillshade

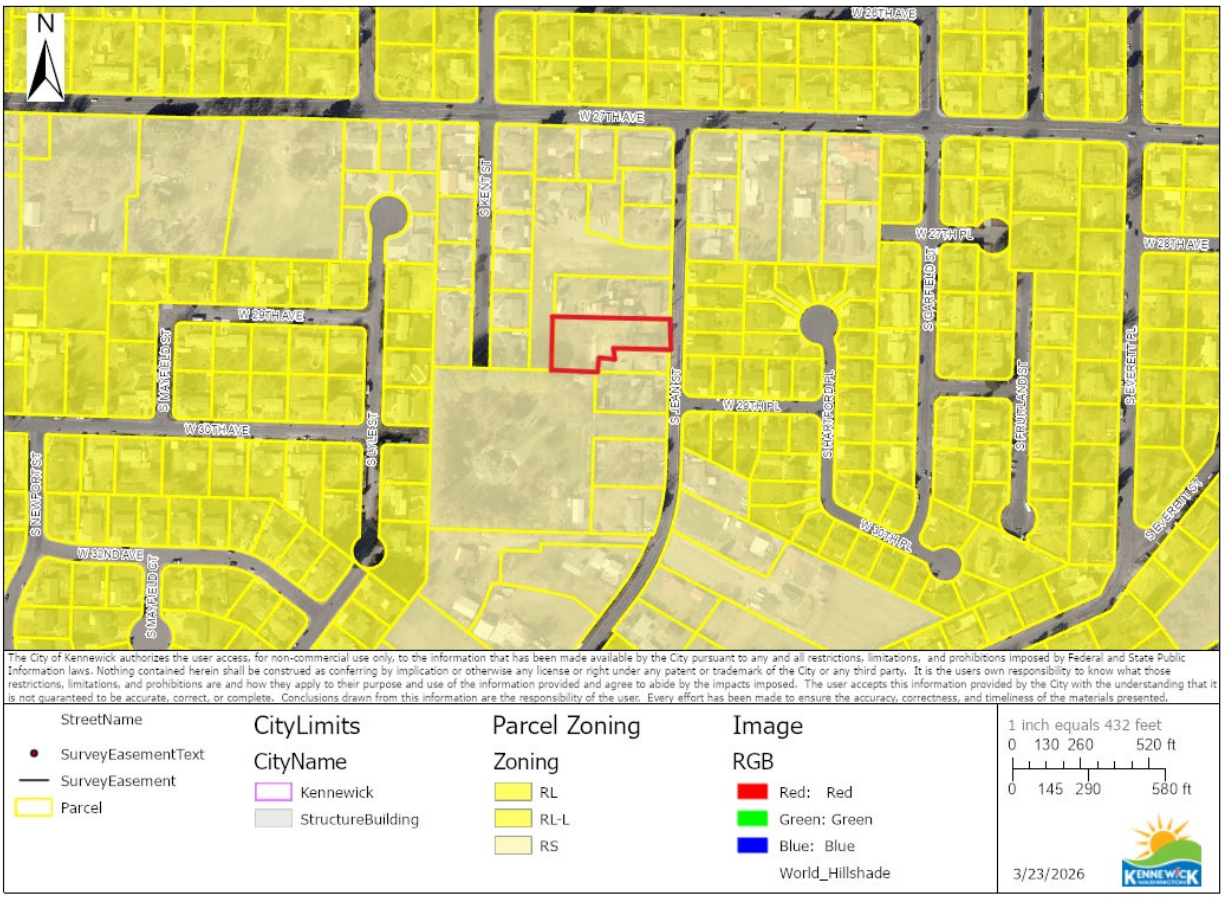
1 inch equals 259 feet
0 75 150 300 ft
0 87.5 175 350 ft

3/23/2026

COK Permitting Map



COK Permitting Map



KENNEWICK PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

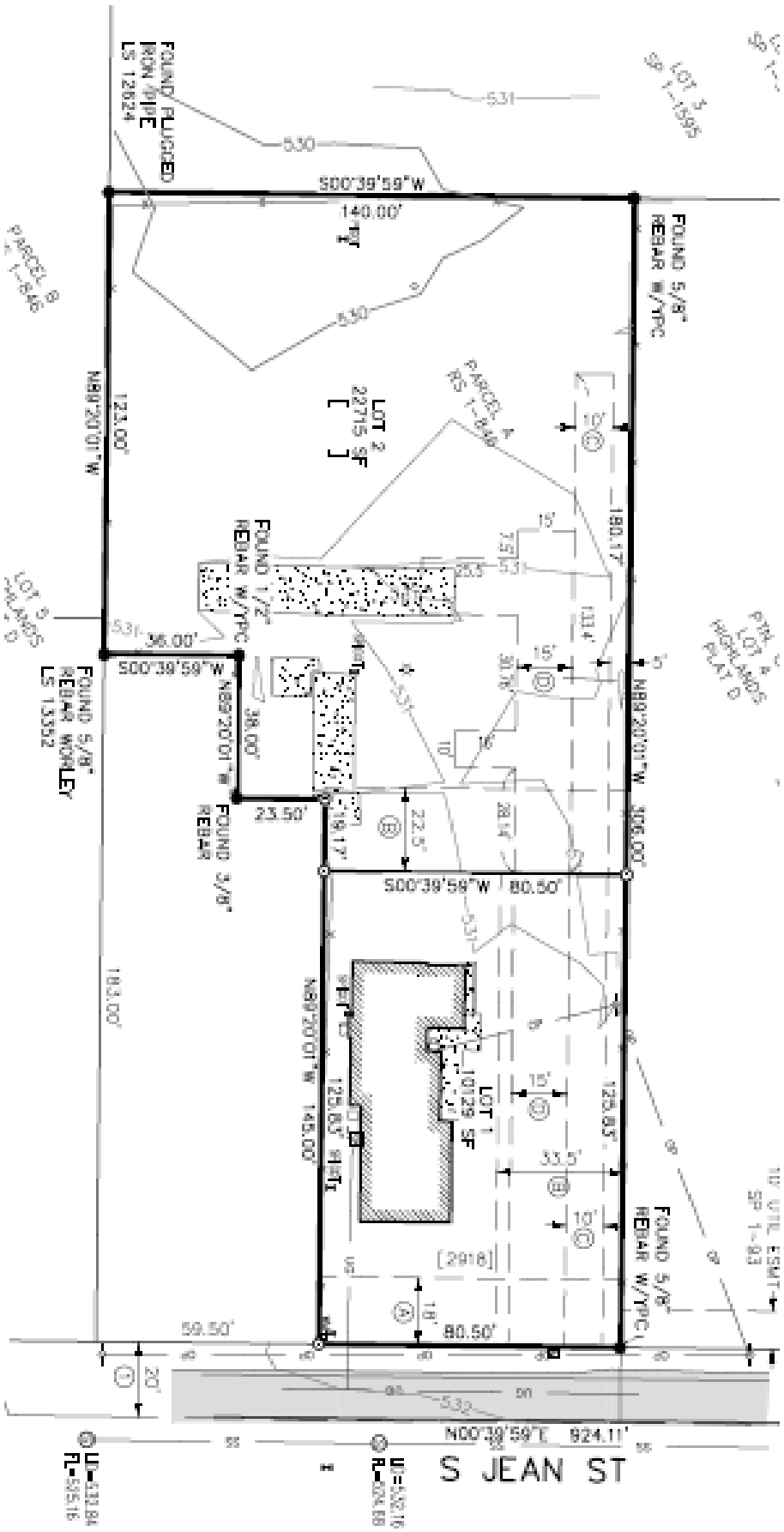
April 6, 2026 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, April 6, 2026, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Change of Zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate virtually in the hearing, use the link found at https://www.go2kennewick.com/598/Planning-Commission.

Permit# COZ-2026-0002 – A Change of Zone for 0.76 acres generally located at 2918 S Jean St from Residential Suburban (RS) to Residential Low Density (RL). The site has a Land Use Designation of Low Density Residential. **Review the site map on the back of this notice.**

Submit written comments to Majenta Stuntebeck at majenta.stuntebeck@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Majenta Stuntebeck at (509) 585 – 4223.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Majenta Stuntebeck at (509) 585-4223 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.


FOUND PLUGGED IRON PIPE LS 12624
S00°39'59"W
140.00'
FOUND 5/8" REBAR W/YPC
N89°20'01"W
123.00'
LOT 2
2275 SF
PARCEL A
RS 1-846
PARCEL B
RS 1-846
FOUND 1/2" REBAR W/YPC
S00°39'59"W
36.00'
FOUND 5/8" REBAR LS 13352
N89°20'01"W
38.00'
23.50'
FOUND 5/8" REBAR
S00°39'59"W
80.50'
N89°20'01"W
306.00'
183.00'
N89°20'01"W
145.00'
LOT 1
10129 SF
125.83'
33.5'
FOUND 5/8" REBAR W/YPC
59.50'
[29'8]
80.50'
20'
N00°39'59"E
924.11'
S JEAN ST
10' UTIL ESMT
SP 1-93
LOT 3
SP 1-1995
LOT 4
WORLAND PLAT
LOT 5
WORLAND PLAT

DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2026-0005

DESCRIPTION OF PROPOSAL: Rezone 0.76 acres from RS to RL.

PROPONENT: Clover Planning and Zoning, c/o Shane O'Neill 6904 Rogue Dr. Pasco, WA 99301

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 2918 S Jean St. Kennewick, WA 99337

LEAD AGENCY: City of Kennewick

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

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

RESPONSIBLE OFFICIAL: Anthony Muai, AICP
POSITION/TITLE: Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4386

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

This DNS is subject to the attached conditions:
__X__ No conditions.
___ See attached condition(s).

Date: 3/10/2026 Signature: _____

****

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued (3/9/26), no later than **4:30 p.m. on March 23, 2026**. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal.

Copies of this DNS were mailed to: Dept. of Ecology, WA Dept. of Fish & Wildlife, WSDOT, Yakama Nation, CTUIR & ED-2026-0005 File

EMAIL majenta.stuntebeck@ci.kennewick.wa.us **PHONE** (509) 585-4223
ADDRESS 210 W 6th Ave. Kennewick, WA 99336 • PO Box 6108
WEBSITE go2kennewick.com

BENTON CLEAN AIR AGENCY

February 18, 2026

Re: COZ-2026-0002 & ED-2026-0005

Majenta Stuntebeck
Assistant Planner
210 W 6th Ave
Kennewick, WA 99336

Applicant/Proponent: Clover Planning & Zoning
Attn: Shane O'Neill

Dear Ms. Stuntebeck:

It has come to our attention that you are reviewing a proposal for the above-named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will ensure that the proponent has the ability and resources to control fugitive dust emissions that may be created because of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Deon Steichen

Deon Steichen
Inspector

From: Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>
Sent: Wednesday, March 4, 2026 3:39 PM
To: Majenta Stuntebeck
Subject: RE: COZ-2026-0002 & ED-2026-0005

Majenta,

Bonneville Power Administration (BPA) has had the opportunity to review COZ-2026-0002 & ED-2026-0005.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 2,476 feet from the subject property. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please contact me at (360) 624-0566 or BPA realty specialist Valorie Connell at (509) 544-4746.

Thank you for the opportunity to review this application.

Deborah Rodgers
BONNEVILLE POWER ADMINISTRATION
DEPARTMENT OF ENERGY
(CONTR) Actalent
Right-of-Way Agent | Real Property Field Services | TERR/Tri-Cities-RMHQ
dxrodgers@bpa.gov | 360-624-0566

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; Connell,Valorie L (BPA) - TERR-PASCO <VLConnell@bpa.gov>; Castle,Angela C (CONTR) - TERR-PASCO <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center

<sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver <Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: COZ-2026-0002 & ED-2026-0005

Good Morning,

Please review the attached Change of Zone and Environmental Determination application. The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
planclover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if you have any questions.

Best,

Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us

From: Tina Glines
To: Majenta Stuntebeck
Subject: RE: [E] COZ-2026-0002 & ED-2026-0005
Date: Thursday, February 19, 2026 7:37:00 AM
Attachments: image002.png
image004.png
image001.png

No comments.

Thank you,

Tina Glines

Distribution Design Technician
(509) 582-1241



Redbook: Customer Engineering Standards

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Angela Richman <richmana@bentonpud.org>; EngService <engservice@bentonpud.org>; Jeff Vosahlo <vosahloj@bentonpud.org>; Chad Brooks <brooksc@bentonpud.org>; Evan Edwards <edwardse@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally

<Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver <Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: [E] COZ-2026-0002 & ED-2026-0005

[EXTERNAL EMAIL]

Good Morning,

Please review the attached Change of Zone and Environmental Determination application. The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
planclover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if you have any questions.

Best,

Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us

From: Chris Sittman
To: Majenta Stuntebeck
Cc: Wendy Durado
Subject: RE: COZ-2026-0002 & ED-2026-0005
Date: Thursday, February 26, 2026 8:30:35 AM
Attachments: image001.png
image002.png

KID has no comments.

Chris D. Sittman
Engineering Dept./CAD Specialist
Kennewick Irrigation District
2015 S. Ely St.
Kennewick, WA 99337
Desk: 509-460-5435
Cell: 509-873-1123

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver

<Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>
Subject: COZ-2026-0002 & ED-2026-0005

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Please review the attached Change of Zone and Environmental Determination application. The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
planclover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if you have any questions.

Best,

Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us

Planning Commission Action Summary
COZ-2026-0002 – Clover Planning and Zoning c/o Shane O'Neill

The Kennewick Planning Commission conducted a public hearing on April 6, 2026. All interested parties were notified to come before the commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Change of Zone and provided direction to staff in developing findings and conclusions that support COZ-2026-0002 and recommends City Council approval of the proposed Change of Zone.

Findings of Fact

1. The applicant is Clover Planning & Zoning, c/o Shane O'Neill, 6904 Rogue Dr, Pasco, WA 99301.
2. The property owner is Elijah Family Homes, PO Box 2005, Richland, WA 99352.
3. The proposed Change of Zone is located at 2918 S Jean St. Parcel Number: 1-1389-202-0004-009.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Low Density Residential.
5. The request is to change the zone from Residential, Suburban to Residential, Low Density.
6. The Residential, Low-Density District is an implementing zone of the Low Density Residential Comprehensive Plan Land Use Map Designation.
7. The application was submitted on February 10, 2026.
8. The application was declared complete, routed for review to City Departments and outside agencies on February 18, 2026.
9. Access to the site is via S Jean St.
10. The Environmental Determination of Non-Significance, ED-2026-0005, was issued March 10, 2026.
11. The Property Posting sign for the public hearing was posted on site March 17, 2026.
12. Notice of the public hearing for this application was published in the Tri-City Herald on March 22, 2026.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on March 18, 2026.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Low Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Armeson and seconded by Commissioner Barger. The motion passed unanimously, with Commissioners Gregory, Perez, Barger, Arneson and Hempstead, all in favor.

Council Agenda Coversheet				Category: Ordinance
	Item Number:	5.c.	**Date:** 4/21/2026	
	Item Type:	Ordinance		
	Subject:	Ordinance: Adding Section 18.65.065 – Expansion of Use – to the Kennewick Municipal Code, (DCA-2025-0006)		
	Department:	Community Planning		
	Ordinance #:		**Permit #:** DCA-2025-0006	

Recommendation

The Planning Commission recommends Council adopt the ordinance adding Section 18.65.065 - Expansion of Use to the KMC.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

The Planning Commission held the original public hearing for the proposed amendment on February 2, 2026. At the hearing, staff recommended denial of the amendment based on the Bridge-to-Bridge/River-to-Rail Revitalization (BBRR) Plan and the comprehensive plan. The Planning Commission recommended approval of the amendment that would allow vehicle sales, incidental repair and service as a permitted use in the Urban Mixed-Use Zone, other than the Vista Field Area.

Staff presented the Planning Commission's recommendation and a staff alternative at the March 3, 2026, City Council Meeting. At the meeting, the Council remanded the proposal back to the Planning Commission to develop an alternative to the original proposal.

The Planning Commission held the second public hearing on April 7, 2026. Staff proposed a new section of code, 18.15.065 - Expansion of Use, that will allow legal non-conforming use to expand, subject to specific criteria. The Planning Commission reviewed the proposal, took testimony and recommended approval of the proposed alternative that would create a new code section, 18.15.065 - Expansion of Use.

Two members of the public testified in favor of the proposed amendment, and two members of the public testified against the proposed amendment.

The Planning Commission cast a unanimous vote of 4-0 to recommend the addition of Expansion of Use to the Kennewick Municipal Code for the Council's consideration. One Planning Commissioner recused themselves from the vote, while another was absent.

Alternatives

None recommended, however Council could deny the proposed amendment.

Fiscal Impact

None Known.

Attachments:

1. Ordinance
2. Presentation
3. Staff Report
4. PC Action Summary

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO STRUCTURES AND LOTS AND ADDING SECTION 18.15.065 TO THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 18.15.065 of the Kennewick Municipal Code, be, and the same hereby is, added to read as follows:

KMC 18.15.065: - Expansion of Use

(1) A nonconforming use, in zones other than the Urban Mixed-Use Zone, may be expanded up to 25 percent in land area, and/or parking area, using the applicable review process.

  (a) Under no circumstances shall the expansion result in the following:

    (i) Increasing the number of dwelling units above the maximum allowed by the zoning code; or
    (ii) Decreasing the number of off-street parking spaces below the minimum required by the zoning code; or
    (iii) Decreasing the amount of open space, landscaping and/or other required open areas below the minimum required by the zoning code.

(2) A conditional use permit may be approved allowing a nonconforming use in the Urban Mixed-Use Zone to expand beyond 25%, using the applicable review process found in KMC 18.42.100.

  (a) Expansions in the Urban Mixed-Use Zone are subject to the following:

    (i) This provision does not apply to area within the Vista Field Master Plan; and
    (ii) KMC 18.15.065(1)(a)(i-iii); and
    (iii) The area of proposed expansion must be contiguous to the site of the existing use. For the purpose of this section, contiguous does not include land located across an alley, street or other rights of way.

(Ord. 26-_____ Sec. 1, 2026)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

DCA-2025-006

City Council Meeting

April 21, 2026

Application Summary

Applicants: Moe Nassar and Hary Mahal

Review Summary: The original application proposed to allow vehicle sales, incidental repair and service in the Urban Mixed-Use Zone (UMU). Staff recommended denial to the Planning Commission, but the Planning Commission recommended approval to the City Council.

Staff proposed the Planning Commission recommendation and an alternative to the City Council and the Council remanded the amendment back to the Planning Commission for further review.

Amendment Summary

- The proposed amendment is a new section in the Kennewick Municipal Code.
- The amendment will regulate nonconforming uses in all zones.
- All nonconforming uses will be subject to specific criteria.
- Nonconforming uses in the UMU Zone will be subject to the conditional use permit process and additional criteria.

Proposed Amendment

KMC 18.15.065: - Expansion of Use

- A nonconforming use, in zones other than the Urban Mixed-Use Zone, may be expanded up to 25 percent in land area, and/or parking area, using the applicable review process.
  - Under no circumstances shall the expansion result in the following:
    - Increasing the number of dwelling units above the maximum allowed by the zoning code; or
    - Decreasing the number of off-street parking spaces below the minimum required by the zoning code; or
    - Decreasing the amount of open space, landscaping and/or other required open areas below the minimum required by the zoning code.
- A conditional use permit may be approved allowing a nonconforming use in the Urban Mixed-Use Zone to expand beyond 25%, using the applicable review process found in KMC 18.42.100.
  - Expansions in the Urban Mixed-Use Zone are subject to the following:
    - This provision does not apply to area within the Vista Field Master Plan; and
    - KMC 18.15.065(1)(a)(i-iii); and
    - The area of proposed expansion must be contiguous to the site of the existing use. For the purpose of this section, contiguous does not include land located across an alley, street or other rights of way.

Hearing Summary

- The Planning Commission held a public hearing on April 6, 2026.
- Staff recommended approval of the proposed alternative.
- Two members of the public spoke in favor of the amendment.
- Two members of the public spoke against the proposed amendment.
- The Planning Commission voted 4-0 to recommend approval of the amendment. One Planning Commissioner recused himself from the vote.

Recommendation

The Planning Commission recommends approval of Development Code Amendment DCA-2025-0006 to City Council.

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE NO: DCA-2025-0006

Public Hearing Date: April 6, 2026

Proposal: Amend Kennewick Municipal Code (KMC) by creating new Section 18.15.065, to allow the expansion of nonconforming uses if certain criteria are met.

Applicants: Moe Nassar and Hary Mahal

Staff Contact: Steve Donovan, Planning Manager

Background:

Mr. Nassar and Mr. Mahal originally proposed an amendment to KMC Section 18.12.010 B.1 that would have allowed vehicle sales, incidental repair and service as a permitted use in the Urban Mixed-Use (UMU) Zone. Additionally, the amendment would have added a footnote to prohibit the use in the Vista Field Area.

Staff recommended denial of the proposed amendment to the Planning Commission at the February 2, 2026 public hearing. The Planning Commission reviewed the record and recommended approval of the amendment to the City Council.

At the March 3, 2026 City Council meeting, staff presented the Planning Commission's recommendation and staff's alternative to the proposed amendment. The City Council remanded the amendment back to the Planning Commission for further review. At the direction of the City Council, staff are proposing a new section for KMC Chapter 18.15 - Structures and Lots for the expansion of nonconforming uses.

Proposal and Analysis:

Staff propose the following amendment as an alternative to the amendment that was originally proposed by Mr. Nassar and Mr. Mahal:

Proposal

KMC 18.15.065: - Expansion of Use

(1) A nonconforming use, in zones other than the Urban Mixed-Use Zone, may be expanded up to 25 percent in land area, and/or parking area, using the applicable review process.
    a. Under no circumstances shall the expansion result in the following:
        i. Increasing the number of dwelling units above the maximum allowed by the zoning code; or
        ii. Decreasing the number of off-street parking spaces below the minimum required by the zoning code; or
        iii. Decreasing the amount of open space, landscaping and/or other required open areas below the minimum required by the zoning code.

(2) A conditional use permit may be approved allowing a nonconforming use in the Urban Mixed-Use Zone to expand beyond 25%, using the applicable review process found in KMC 18.42.100.
    a. Expansions in the Urban Mixed-Use Zone are subject to the following:
        i. This provision does not apply to area within the Vista Field Master Plan; and
        ii. KMC 18.15.065(1)(a)(i-iii); and
        iii. The area of proposed expansion must be contiguous to the site of the existing use. For the purpose of this section, contiguous does not include land located across an alley, street or other rights of way.

Staff Analysis

The proposed amendment will allow nonconforming uses to expand up to 25% in all zones if certain criteria are met. Expansion of a nonconforming use beyond 25% will be allowed in the UMU Zone through the conditional use permit process. Expansions beyond 25% in the UMU Zone will be subject to applicable standards contained in KMC Chapter 18.80 - Urban Mixed Use.

The proposed amendments are not specific to one type of nonconforming use in one location but are applicable to all nonconforming uses throughout the city. The conditional use permit process is proposed for expansions beyond 25% in the UMU Zone so that impacts from uses not contemplated in the UMU Zone can be mitigated in a way that aligns with the purpose and intent of the UMU Zone as best as possible.

Regulatory Controls and Policies:

- Kennewick Municipal Code Title 18
- Kennewick Comprehensive Plan, 2017-2037
- Bridge-to-Bridge River-to-Railroad Plan.

Applicable City of Kennewick Comprehensive Plan Goals and Policies

URBAN DESIGN GOALS + POLICIES

Goal 1 Create an attractive, lively, pedestrian friendly and visually cohesive urban environment for Kennewick.

Policies

1. Provide a strong role for good design, addressing streetscape, landscape and building design in new and redevelopment projects through design guidelines and code.

Goal 5 Strengthen residential neighborhoods, downtown, commercial and industrial districts.

Policies

1. Promote strong and diverse neighborhoods that offer a mix of various uses, and linkages with other neighborhoods, shopping areas and public facilities.
2. Support sub-area plans to achieve planned and quality development including the Bridge-to-Bridge River-to-Railroad area.

ECONONMIC DEVELOPMENT GOAL

Goal 1 Improve the business climate in Kennewick.

Findings of Fact:

1. The applicants are Moe Nassar and Hary Mahal.
2. The application was submitted on December 2, 2025.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on December 4, 2025, consistent with the requirements of RCW 36.70A.106.

4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on December 4, 2025.
5. The Department of Commerce granted expedited review on December 17, 2025.
6. A Determination of Non-Significance was issued on December 30, 2025.
7. The Notice of Public Hearing was published in the Tri City Herald on January 18, 2026.
8. The Planning Commission held a public hearing on February 2, 2026, and recommended approval of the original amendment.
9. City Council held a meeting on March 2, 2026, and remanded the amendment back to the Planning Commission for further review.
10. The Notice of Public Hearing was published in the Tri City Herald on March 22, 2026.
11. The Notice of Public Hearing was mailed to the applicants and parties of record on March 20, 2026.

Conclusions of Law:

1. The proposed amendment complies with the City of Kennewick Comprehensive Plan 2017-2037.
2. The proposed amendment complies with the Bridge-to-Bridge River-to-Railroad Revitalization Plan.

Staff Recommendation:

Based on the above analysis, staff recommend the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report DCA-2025-0006 and recommend approval of the amendment to establish KMC Section 18.15.065.

Exhibits:

1. Staff Report

Planning Commission Action Summary
DCA-2025-0006 – Moe Nassar and Hary Mahal

The Kennewick Planning Commission conducted a public hearing on April 6, 2026. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Development Code Amendment, establishing new findings and conclusions for DCA-2025-0006 and recommends approval of the proposed Development Code Amendments to City Council.

Findings of Fact:

1. The applicants are Moe Nassar and Hary Mahal.
2. The application was submitted on December 2, 2025.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on December 4, 2025, consistent with the requirements of RCW 36.70A.106.
4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on December 4, 2025.
5. The Department of Commerce granted expedited review on December 17, 2025.
6. A Determination of Non-Significance was issued on December 30, 2025.
7. The Notice of Public Hearing was published in the Tri City Herald on January 18, 2026.
8. The Planning Commission held a public hearing on February 2, 2026, and recommended approval of the original amendment.
9. City Council held a meeting on March 2, 2026, and remanded the amendment back to the Planning Commission for further review.
10. The Notice of Public Hearing was published in the Tri City Herald on March 22, 2026.
11. The Notice of Public Hearing was mailed to the applicants and parties of record on March 20, 2026.

Conclusion of Law:

1. The proposed amendment complies with the City of Kennewick Comprehensive Plan 2017-2037.
2. The proposed amendment complies with the Bridge-to-Bridge River-to-Railroad Revitalization Plan.

The motion to recommend approval to City Council was moved by Vice Chair Gregory and seconded by Commissioner Barger. The motion was passed unanimously, with Commissioners Perez, Barger, Vice Chair Gregory and Chairman Hempstead all in favor. Commissioner Arneson recused himself from the vote. Commissioner Rahimlou was absent.

Council Agenda Coversheet				Category: Ordinance
	Item Number:	5.d.	**Date:** 4/21/2026	
	Item Type:	Ordinance		
	Subject:	Ordinance: Adding Chapter 6.09 — Virtual Currency Kiosks — to the Kennewick Municipal Code		
	Department:	City Attorney		
	Ordinance #:			

Recommendation

The City Attorney recommends that City Council adopt the ordinance as presented.

Motion for Consideration

Motion to adopt the ordinance as presented.

Summary

The Kennewick Police Department (KPD) and City Attorney's Office realize that criminals oftentimes use virtual currency kiosks to intimidate Kennewick residents into sending them currency and recognizes that the identification, investigation, and prosecution of suspects is difficult. Kennewick Detective Sergeant Remie Rees presented on Kennewick's experience investigating virtual currency kiosk crimes at the City Council Workshop on March 10, 2026, and Spokane Detective Tim Schwering presented on Spokane's experience at the workshop on April 14, 2026.

The City Attorney's Office respectfully requests that City Council enact Chapter 6.09 of the Kennewick Municipal Code (KMC) on April 21, 2026, which prohibits the placement of new virtual currency kiosks in, and requires the removal of existing kiosks from, Kennewick.

Alternatives

No alternatives are recommended.

Fiscal Impact

None.

Attachments:

1. Ordinance

CITY OF KENNEWICK
ORDINANCE NO. 26-_____

AN ORDINANCE RELATING TO VIRTUAL CURRENCY KIOSKS AND ADDING CHAPTER 6.09 TO THE KENNEWICK MUNICIPAL CODE

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

Section 1. Chapter 6.09 of the Kennewick Municipal Code, be, and the same hereby is, added to read as follows:

6.09 – VIRTUAL CURRENCY KIOSKS

6.09.010: Purpose.

The Kennewick City Council realizes that criminals oftentimes use virtual currency kiosks to intimidate residents into sending them currency and recognizes that the identification, investigation, and prosecution of suspects is difficult. This Chapter promotes the public safety of residents, prohibits the placement of new virtual currency kiosks in the City of Kennewick, and requires the removal of existing kiosks from the City of Kennewick.

(Ord. 26-_____ Sec. 1, 2026)

6.09.020: Authority.

Revised Code of Washington (RCW) 35.22.280(35) authorizes the City of Kennewick to regulate activities for the preservation of public morality, health, peace, and good order within City limits.

(Ord. 26-_____ Sec. 1, 2026)

6.09.030: Definitions.

For the purposes of this Chapter:

1. *Virtual Currency* means a digital representation of value that functions as an exchange medium, account unit, or value store. *Virtual Currency* is not government-issued (fiat) currency.
2. *Virtual Currency Kiosk* means an electronic terminal that permits customers to exchange government-issued currency for virtual currency and vice versa.
3. *Virtual Currency Kiosk Operator* means a person or entity that:
   (a) knowingly permits the placement or operation of a virtual currency kiosk on property owned, leased, managed, or controlled by the person or entity;
   (b) operates a virtual currency kiosk in the City of Kennewick; or
   (c) owns a virtual currency kiosk that is placed or operated within City limits.

(Ord. 26-_____ Sec. 1, 2026)

6.09.040: Virtual Currency Kiosks Prohibited.

It is unlawful for a person or entity to place, permit the placement, operate, or permit the operation of a virtual currency kiosk in the City of Kennewick.

A person or entity that placed, permitted the placement, operated, or permitted the operation of a virtual currency kiosk in the City of Kennewick before April 21, 2026, is required to remove said kiosk from City limits within 180 days of this Ordinance's effective date at said person or entity's expense.

(Ord. 26-_____ Sec. 1, 2026)

6.09.050: Exemption.

This Chapter does not apply to any virtual currency transaction that is initiated or completed without the use of a virtual currency kiosk.

(Ord. 26-_____ Sec. 1, 2026)

6.09.060: Denial or Revocation.

The City of Kennewick is permitted to deny a new, or revoke an existing, business license if a person or entity places, permits the placement, operates, or permits the operation of a virtual currency kiosk in the City of Kennewick in violation of this Chapter.

(Ord. 26-_____ Sec. 1, 2026)

Section 2. This ordinance shall be in full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 21st day of April, 2026.

Attest: JASON R. McSHANE, Mayor

KRYSTAL JOHNSTON,
City Clerk

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

DATE OF PUBLICATION: _____

ORDINANCE EFFECTIVE DATE: _____

Council Agenda Coversheet					Category: Other
	Item Number:	6.a.	**Date:**	4/21/2026	
	Item Type:	Ordinance			
	Subject:	Contract: Extension of the Development Agreement Between the City of Kennewick and Port of Kennewick for Vista Field			
	Department:	Community Planning			

Recommendation

The Planning Commission recommends City Council approve the request to amend and extend the City of Kennewick and Port of Kennewick Vista Field Development Agreement.

Motion for Consideration

Motion to sign the development agreement as presented.

Summary

The Port of Kennewick has requested an extension of the development agreement for an additional 10 years. Both the Port and the City of Kennewick have also proposed minor amendments to the agreement that provide updates to obligations that have been fulfilled and to provide clarity to specific design guidelines for certain infrastructure improvements. If approved, the agreement will be valid until December 5, 2037.

The Planning Commission held a public hearing for the development agreement on April 6, 2026. One representative of the Port spoke in favor of the amendments. No other testimony was taken at the hearing. The Planning Commission voted 5-0 to recommend Council amend the development agreement.

Alternatives

None Proposed.

Fiscal Impact

None Known.

Attachments:

1. Agreement CLEAN
2. Agreement REDLINE
3. Presentation
4. Staff Report
5. PC Action Summary
6. Port Presentation

AFTER RECORDING RETURN TO:
City of Kennewick
210 W. 6th Avenue
Kennewick WA 99336
Attn: City Clerk

CITY OF KENNEWICK AND PORT OF KENNEWICK

VISTA FIELD DEVELOPMENT AGREEMENT

Abbreviated Legal Description:
Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;
Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;
Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;
Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND
Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;
RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

Tax Parcel Identification Numbers:
Benton County Assessor's Tax Parcels:
1-3299-100-0003-013
1-3299-101-1333-002
1-3299-101-3336-003
1-3299-101-3336-002
1-3299-100-0003-014
1-3299-300-0009-002
1-3299-300-0005-004

FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

TABLE OF CONTENTS

Page

1. DEVELOPMENT AGREEMENT 1
2. VISTA FIELD PROPERTY 1
3. RECITALS AND FINDINGS 1
4. VISTA FIELD MASTER PLAN AND ZONING 1
   - 4.1 Approval of Vista Field Master Plan and Map 1
   - 4.2 Urban Mixed Use Zoning Ordinance 1
5. TRANSPORTATION 2
   - 5.1 Vista Field Roadway Design Criteria Element 2
   - 5.2 Transportation System Impacts and Mitigation 2
6. UTILITIES 3
   - 6.1 Stormwater System Improvements 3
   - 6.2 Sewer System Improvements 3
   - 6.3 Water System Improvements 3
7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK IMPACT FEES. 3
   - 7.1 Street & Access Design 4
   - 7.2 Park Impact Fees 4
   - 7.3 Fire Protection Facilities Impact Fees 4
8. VESTING 4
   - 8.1 Effect of Development Agreement on Subsequent Development Regulations 4
   - 8.2 Vested Rights 4
   - 8.3 Exception to Vesting/Serious Threat to Public Health 5
9. AGREEMENT TERM AND EFFECTIVE DATE 5
10. MINOR PLAN MODIFICATIONS 5
11. GENERAL PROVISIONS 5
   - 11.1 Default 5
   - 11.2 Extension of Time for Performance 5
   - 11.3 Governing Law, Remedies and Venue 6
   - 11.4 Dispute Resolution 6
   - 11.5 Construction 6
   - 11.6 Complete Agreement and Conflicts 6
   - 11.7 Waiver and Severability 7
   - 11.8 Binding Effect 7

11.9 Cooperation 7
11.10 Transfer or Assignment 7
11.11 Effect of Development Agreement on City Rates and Fees 8
11.12 No Public Official Liability 8
11.13 Notices 8
11.14 Warranty of Authority 8

EXHIBITS TO THIS AGREEMENT

Exhibit A: Vista Field Property Legal Description
Exhibit B: Vista Field Property Parcel Map
Exhibit C: Vista Field Master Plan 2017
Exhibit D: Vista Field Master Plan - Layout
Exhibit E: Vista Field Roadway Design Criteria Elements
Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
Exhibit G: Fire Lane Access Intersection Triangle Example

City of Kennewick and Port of Kennewick
VISTA FIELD DEVELOPMENT AGREEMENT

1. DEVELOPMENT AGREEMENT. **THIS VISTA FIELD DEVELOPMENT AGREEMENT ("Agreement")** is entered between the City of Kennewick, Washington, a Washington municipal corporation ("City") and the Port of Kennewick, a Washington municipal corporation ("Port"). The City and Port are each a "Party," and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. VISTA FIELD PROPERTY. This Agreement applies to the Vista Field Redevelopment Area (the, "Property"). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 **Approval of Vista Field Master Plan and Map**. The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance**. Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

5. TRANSPORTATION.

5.1 **Vista Field Roadway Design Criteria Element**. Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 **Transportation System Impacts and Mitigation**. The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Allocated percentage shall be based on actual construction costs at time of construction. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.4 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.5 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young

Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

6. UTILITIES

6.1 **Stormwater System Improvements**. The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 **Sewer System Improvements**. The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 **Water System Improvements**. The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES IMPACT FEES.

7.1 **Street and Access Design**. The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the "errant truck." The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a "fire truck staging location" as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Where the vertical distance between the grade plane and the highest roof

surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

7.1.6 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.7 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.8 The non-City alleys function as fire apparatus access roads with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road requirement. “No Parking Fire Lane” signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. “No Parking Fire Lane” signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5.

7.2 **Park Impact Fees**. The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees**. The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

8. VESTING.

8.1 **Effect of Development Agreement on Subsequent Development Regulations**. Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 **Vested Rights**. All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E,

F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health**. In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

9. AGREEMENT TERM AND EFFECTIVE DATE. This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement (the "Effective Date"). The Agreement term shall commence on the Effective Date, extend for ten (10) years (the "Agreement Term") and supersede the previous development agreement. The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

10. MINOR PLAN MODIFICATIONS. The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

11. GENERAL PROVISIONS.

11.1 **Default**. In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance**. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods , earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for

such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 **Governing Law, Remedies and Venue**. This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **Dispute Resolution**. The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 Mediation. Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 Arbitration. Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction**. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 **Complete Agreement and Conflicts**. This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the

Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 **Waiver and Severability**. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 **Binding Effect**. This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation**. Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

11.10 **Transfer or Assignment**.

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port’s obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be

deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 **Effect of Development Agreement on City Rates and Fees**. Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability**. No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 **Notices**. Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

Port: Chief Executive Officer
350 Clover Island Drive, Suite 200
Kennewick WA 99336

City: City Manager
210 W. 6th Avenue
Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

11.14 **Warranty of Authority**.

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the below dates.

CITY OF KENNEWICK

Jason McShane, Mayor

DATE:_____

Attest:

City Clerk
Approved as to form:

City Attorney

PORT OF KENNEWICK

Ken Hohenberg, Port Commission President

DATE:_____

EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION

PARCEL 1
REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00°05'15" EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°54'25" WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°11'01" WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE; THENCE SOUTH 45°11'04" WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 45°11'04" WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 44°48'56" EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 45°11'04" WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 44°48'56" EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH 45°11'04" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT; THENCE NORTH 44°48'56" WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11'04" EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT "A" AS SHOWN ON

RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND TRACT "B" OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 45°11'04" EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B" TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48'56" EAST, 101.21 FEET; THENCE NORTH 45°11'04" EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11'04" EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48'56" EAST, 700.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

PARCEL 2
LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333.
CONTAINS 5.58 ACRES.

PARCEL 3
LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 2.85 ACRES

PARCEL 4
LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 3.14 ACRES

PARCEL 5
THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11'04" WEST, 700.00 FEET; THENCE NORTH 44°48'56" WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT "B" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" AND TRACT "A" OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49'51" WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32'17" TO THE SOUTHWEST

CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09'13" EAST (SOUTH 77°09'37" EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48'56"EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING. CONTAINS 9.12 ACRES.

PARCEL 6
TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48'56" EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11'04" EAST 797.11 FEET. THENCE SOUTH 44°48'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11'04" WEST 797.11 FEET. THENCE NORTH 44°48'56" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.
CONTAINS 1.83 ACRES.

PARCEL 7
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16'47" EAST 30.00 FEET; THENCE NORTH 0°28'48" EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°28'48" EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11'04" EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48'56" EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48'56" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48'56" WEST 100.00 FEET; THENCE SOUTH 45°11'04" WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29'00" WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND

SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16’47” WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING. CONTAINS 9.87 ACRES.

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP

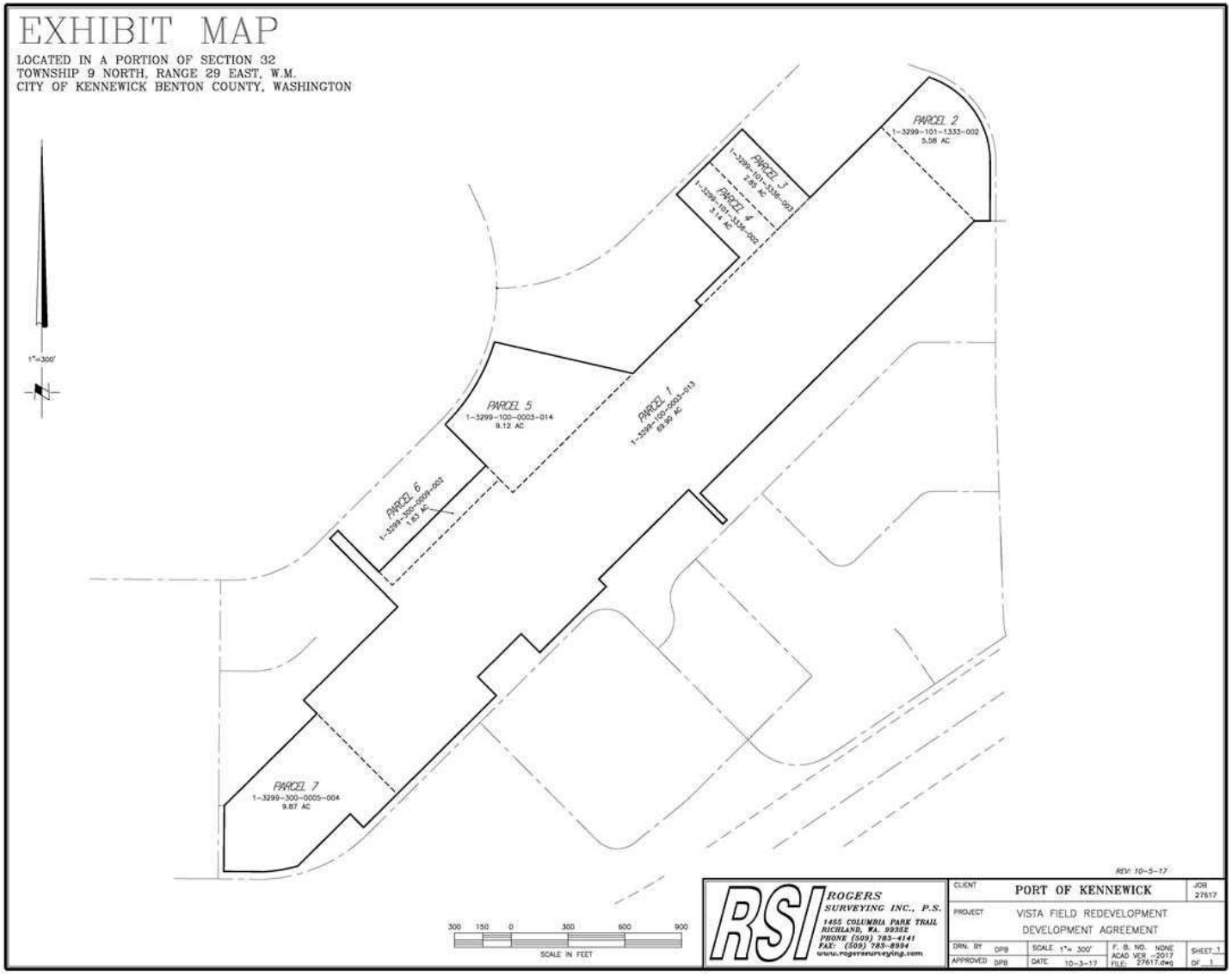
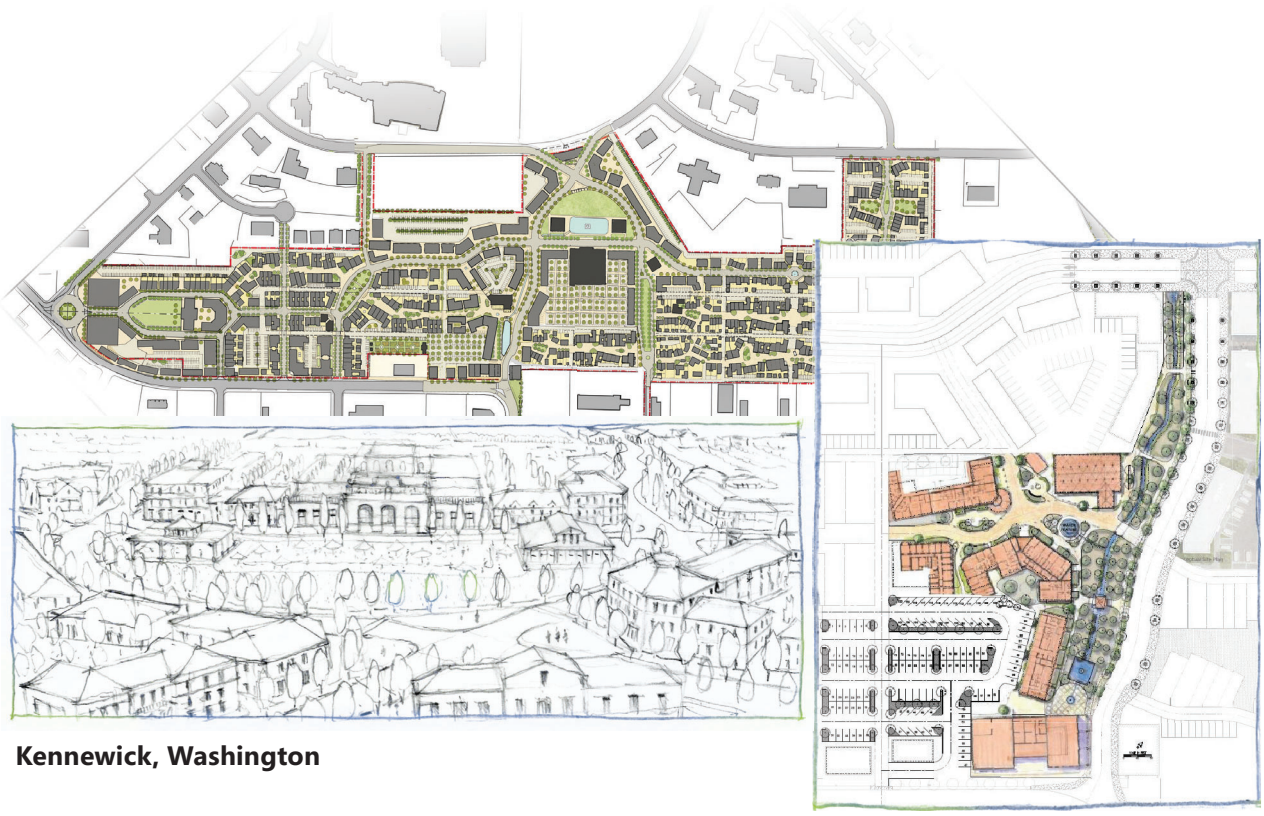


Exhibit C

VISTA FIELD
REDEVELOPMENT MASTER PLAN 2017

An opportunity initiated by the Port of Kennewick in collaboration with the City of Kennewick and guided by the citizens of the Tri-Cities.

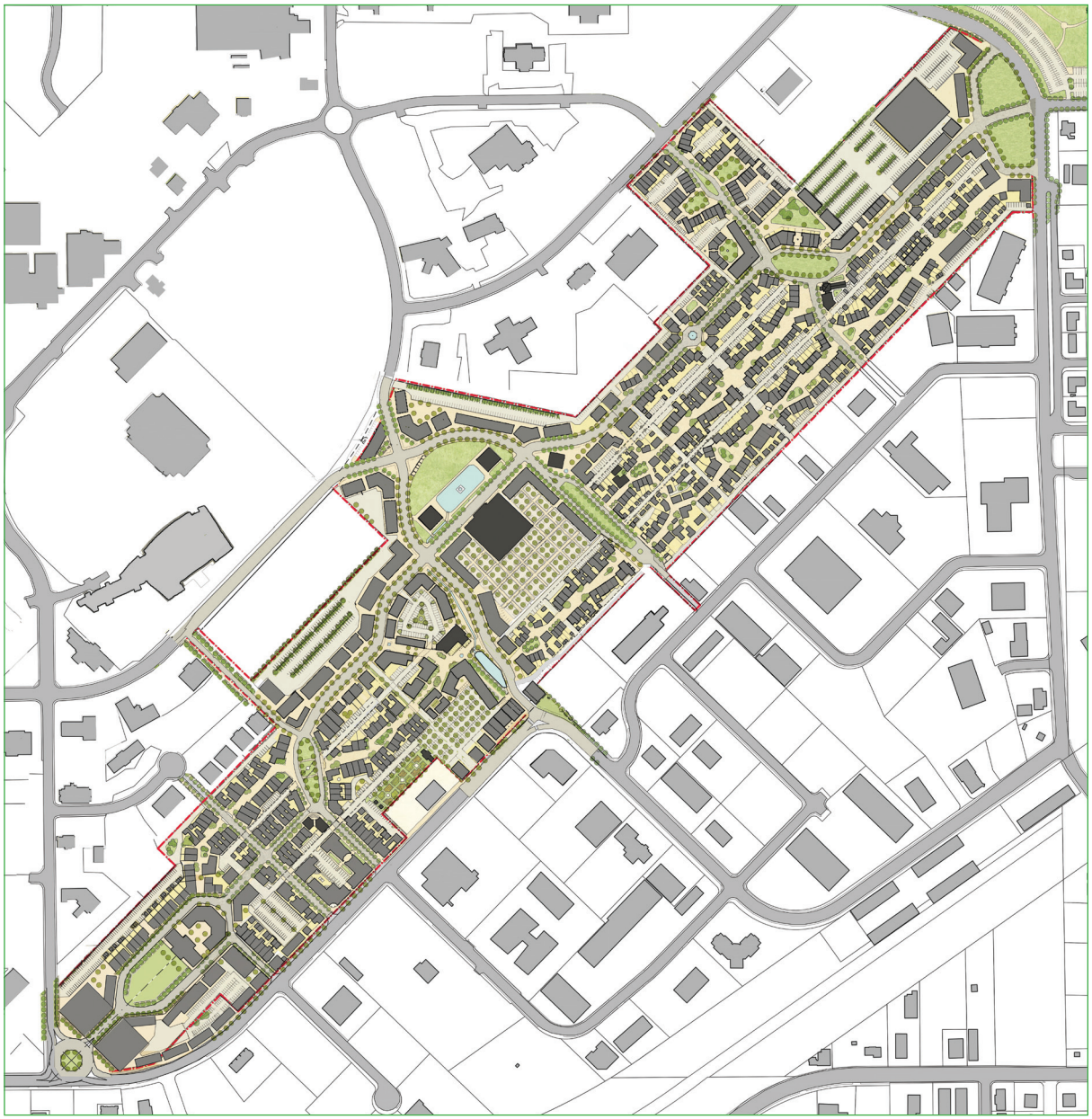


Kennewick, Washington

Prepared in partnership with
Duany Plater-Zyberk & Company
(Architects and Town Planners)

October 6, 2017

ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

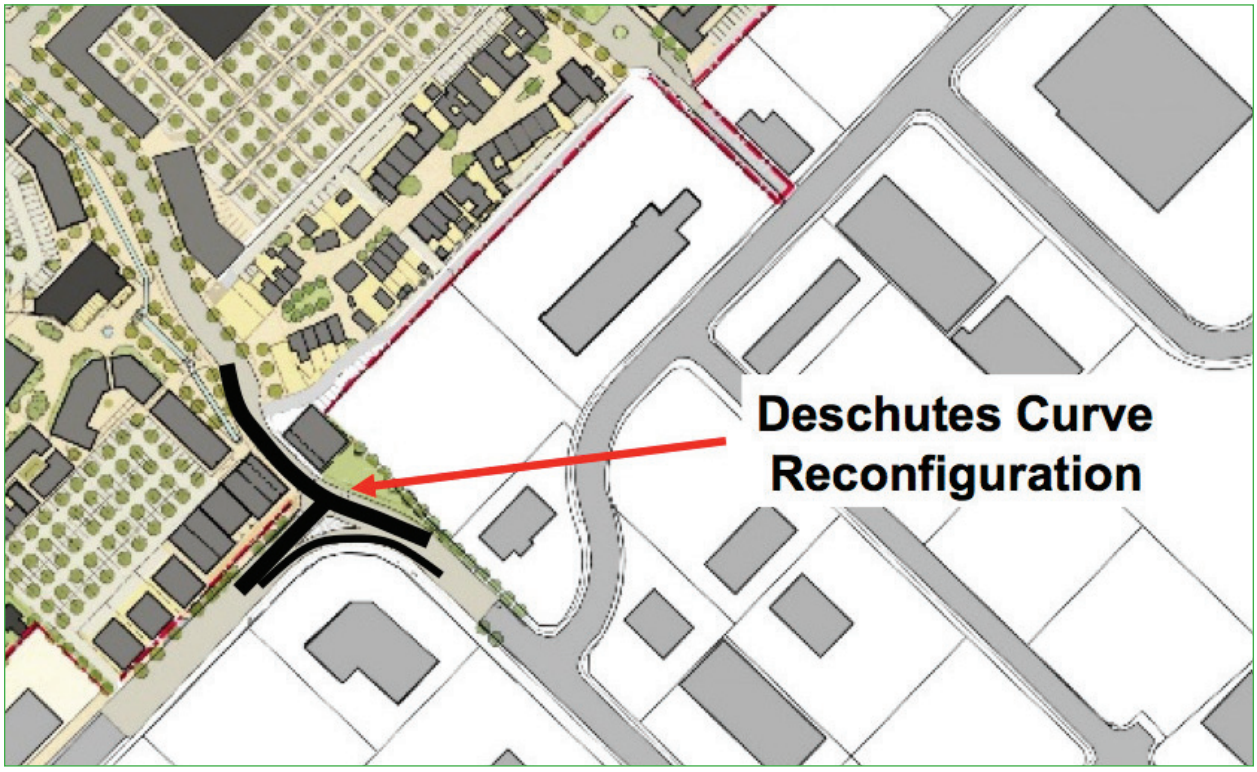


Vista Field Full-Site Redevelopment Plan

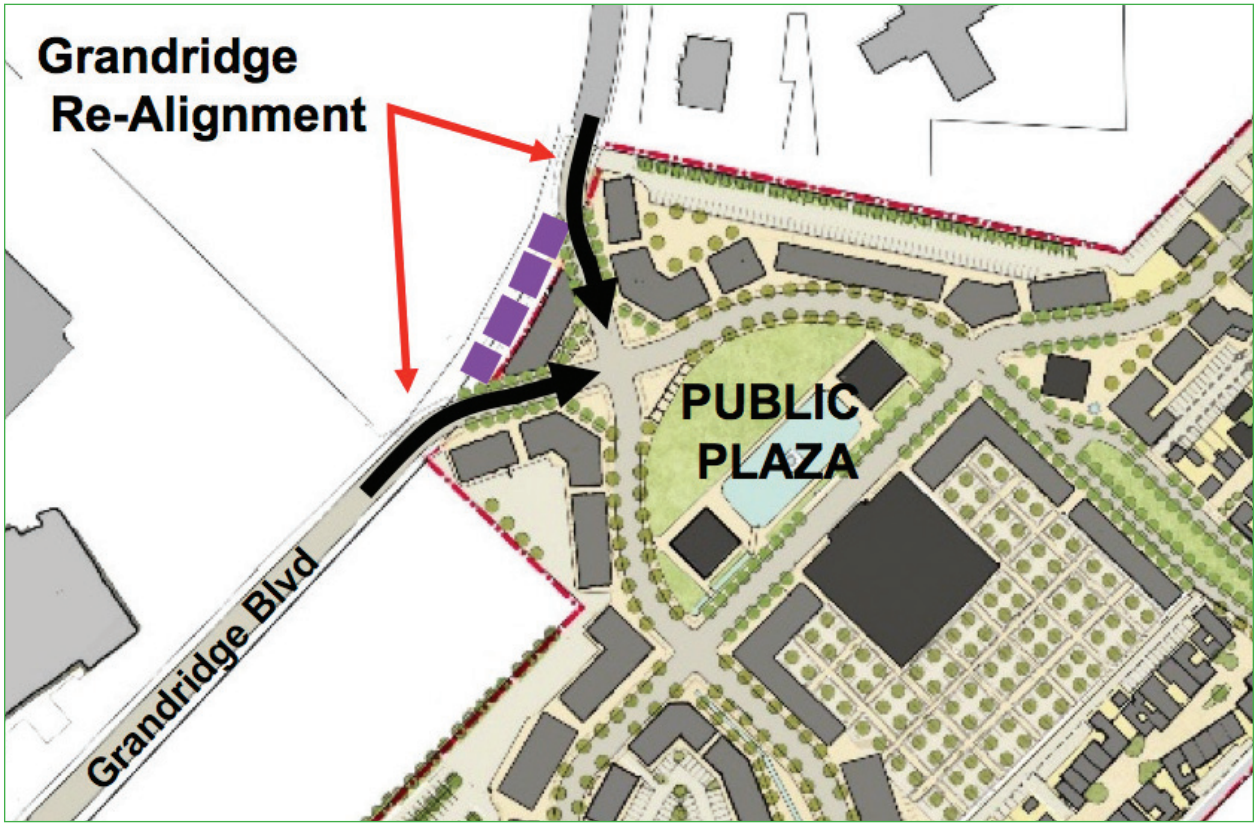
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



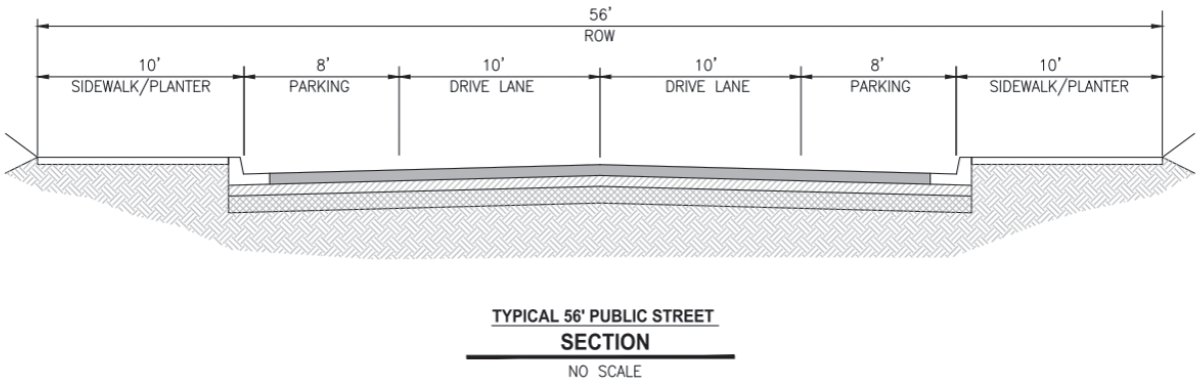
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



STREET DESIGN STANDARDS

A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

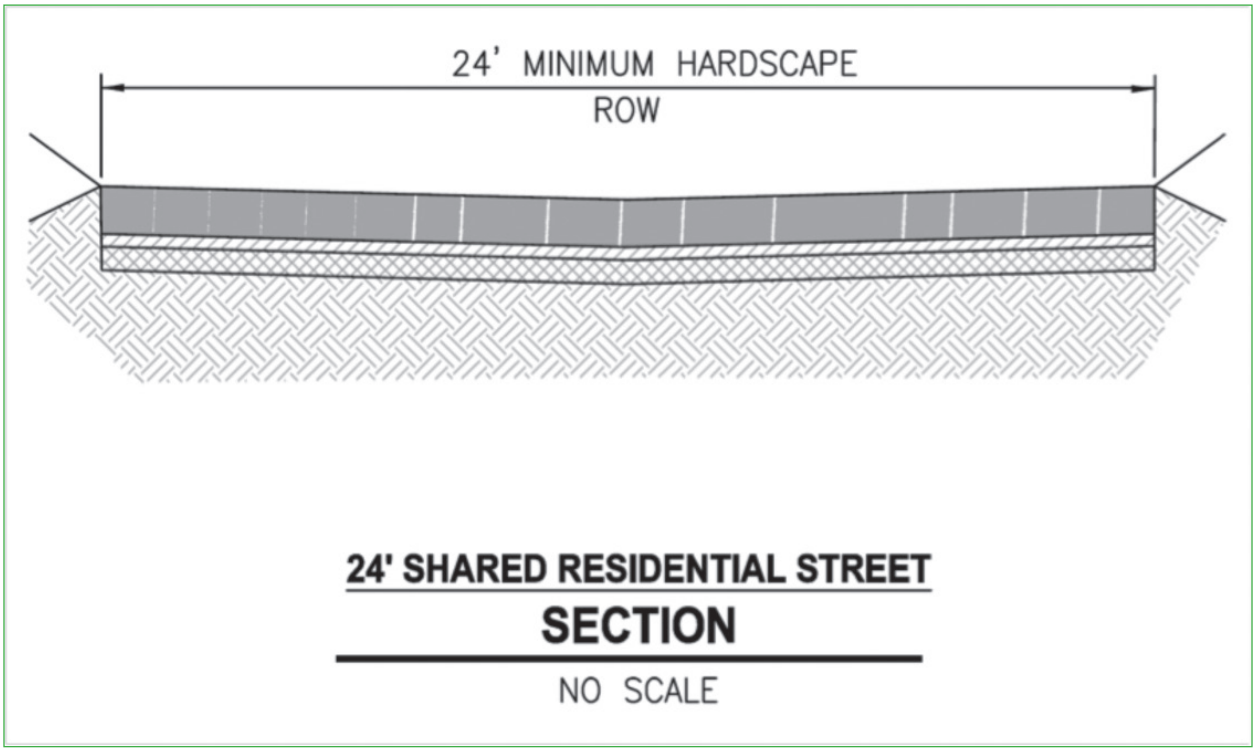
Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.



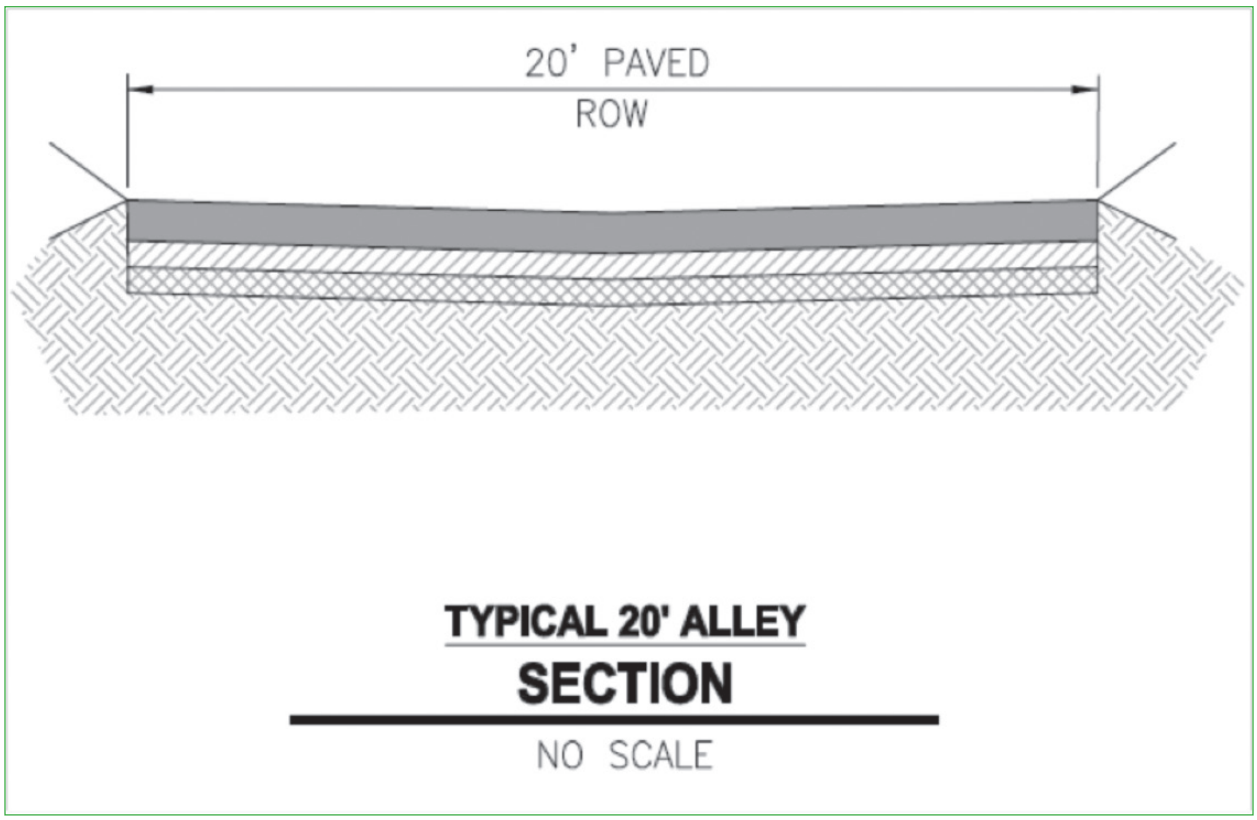
TYPICAL 56' PUBLIC STREET
SECTION
NO SCALE

Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.

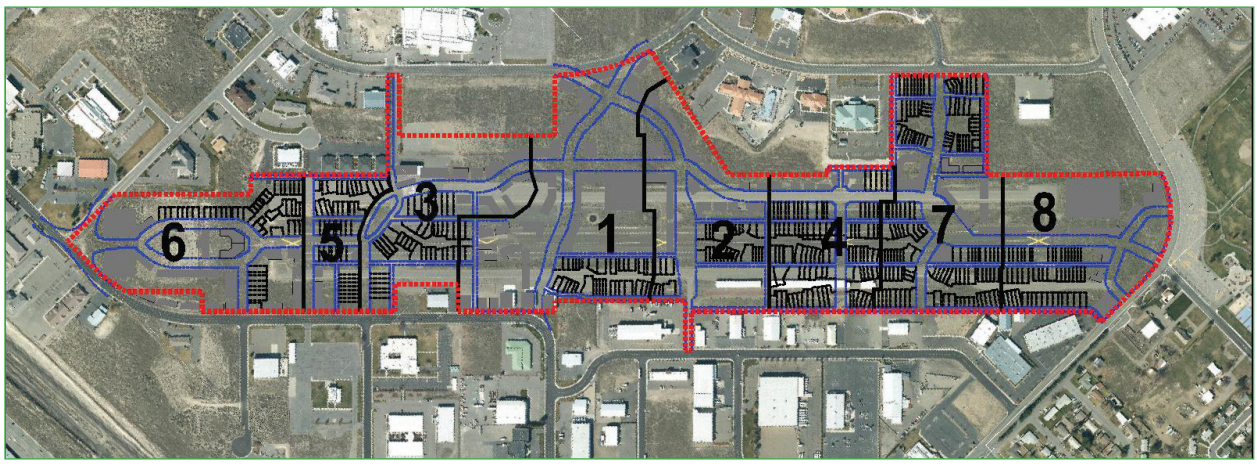


IMPLEMENTATION STRATEGIES

PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	*Phase 2*	*Phase 3*	*Phase 4*	*Phase 5*	*Phase 6*	*Phase 7*	*Phase 8*	*TOTAL*		
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495	Units	*1*
Residential Condo	50	20	10	15	25	50	50	30	250	Units	*2*
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350	Units	*2*
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000	SF	*1*
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000	SF	*2*
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000	SF	*2*
Dwelling Units	170	120	115	120	65	185	185	135	**1,095**	Units	
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	**600,000**	SF	
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000	SF	
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000	SF	*3*
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000	SF	
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000	SF	
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000	SF	*4*
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000	SF	
Educational	25,000	0	0	0	0	20,000	0	0	45,000	SF	
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	**740,000**	SF	
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	**2,330,000**	SF	
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	**273,000**	SF	

SUMMARY

Total Residential Units **1,095** **Dwelling Units** of which **495** are **Single Family Dwelling Units**

Total Multi-Family Buildings **600,000** **sq.ft.** **600** **Multi-Family Dwelling Units**

Total Commercial/Institutional (SF) **740,000** **sq.ft.**

Total Mixed Use Buildings **1,340,000** **sq.ft.**

Total Park **273,000** **sq.ft. or** **6.3** ***Acres*** *(does not include other open space plazas, community gardens, etc.)*

Notes:

1 Average 2,000 sq. ft.

2 Average 1,000 sq. ft.

3 Average 3,000 sq. ft.

4 30,000 sq. ft. footprint plus mezzanine

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT

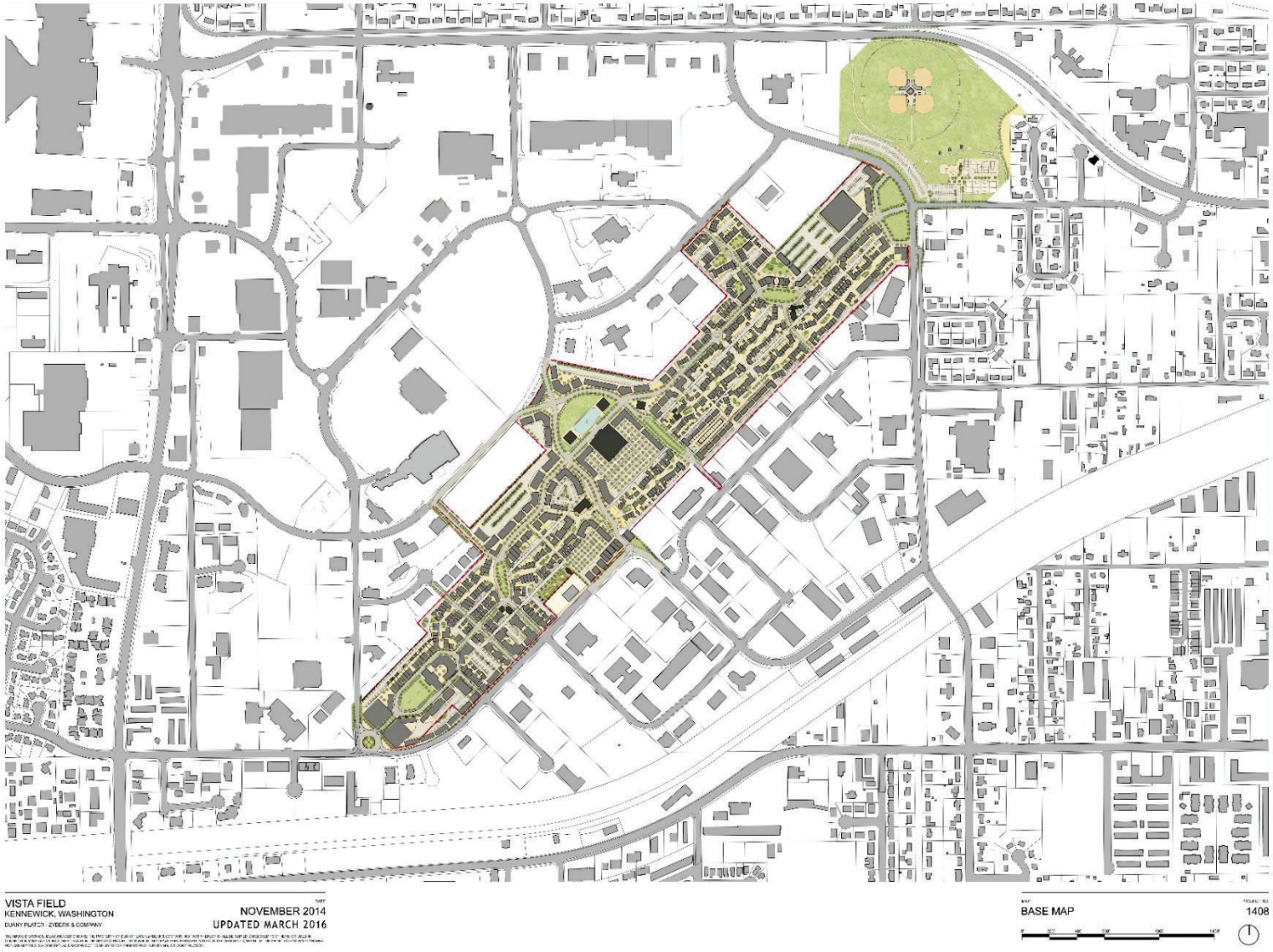


EXHIBIT E

Vista Field Roadway Design Criteria Elements

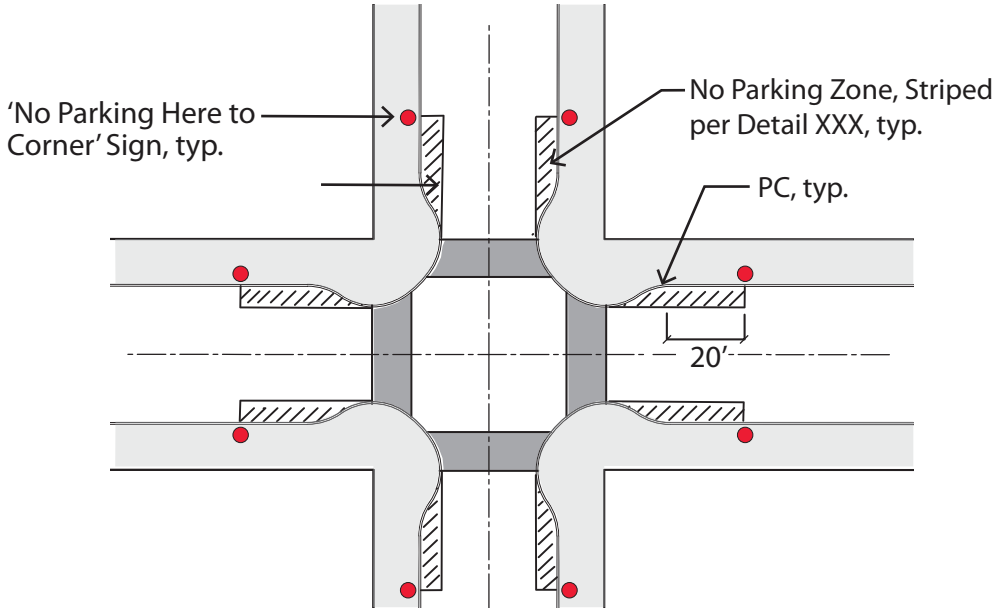
Street Types	
Commercial Street	36’ curb to curb, (2) 10’ lanes, (2) 8’ parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20’ minimum
Private Alley	20’ minimum.
Variants – i.e. one-way and median	2’ minimum width, 12’ lanes/8’ parking/8’ Grasscrete, bike lanes to be Sharrows
Lane Widths	10’ minimum, 11’ minimum adjacent to a curb
Parking Lane width	8’ typical, 7’ minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10’ minimum width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5’ from face of curb with 4’ square tree wells space accordingly (approximately 30’ on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5’ total pole height
Spacing	120’ (60’ staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
Curb Returns	15’ typical, 5’ minimum
Driveway Types Allowed	Special design details encompassing the 10’ sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) “Curb Tight Sidewalk Dropback Driveway”
Intersection & Commercial D/W Spacing	155’ typical, 105’ minimum. Propose using 75’ spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Intersection Visibility & Restrictions	Intersection of (2) City rights of way – Parking restricted with 20’ of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115’ vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
Speed Limits	20 MPH. Set sight distance and spacing accordingly.

EXHIBIT E

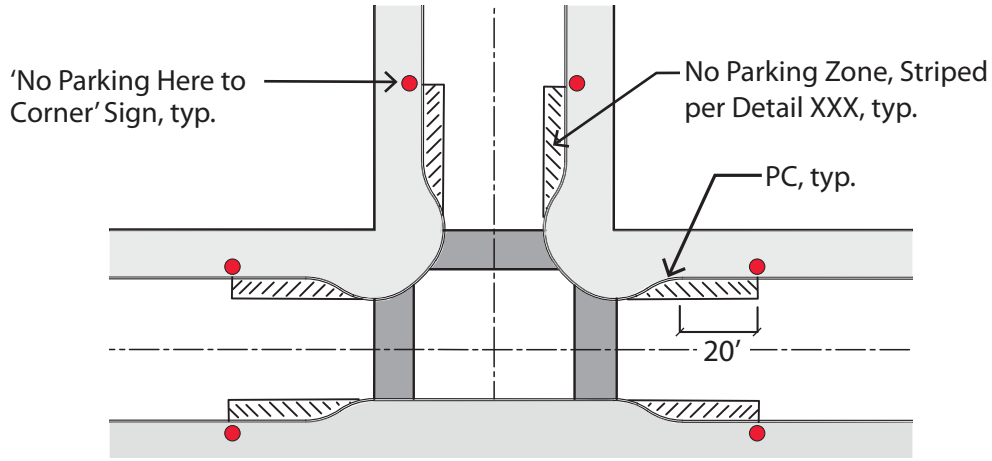
Vista Field Roadway Design Criteria Elements

Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall

EXHIBIT E

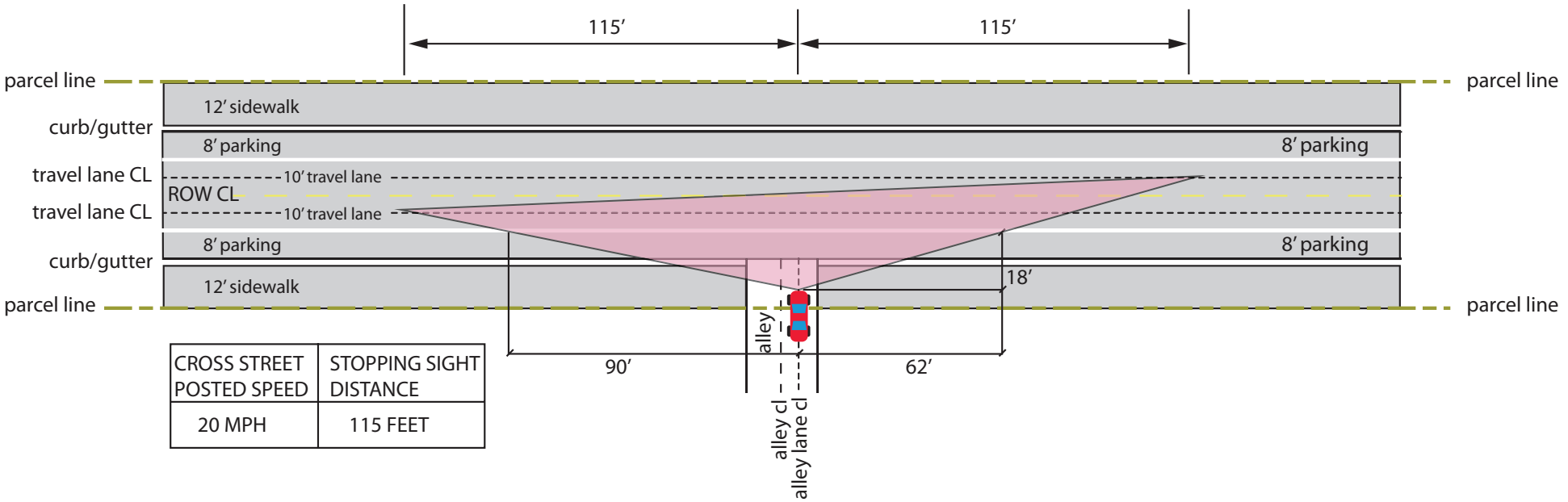


20' No Parking Setback from PC per COK



	VISTA FIELD CURB BULB WITH NO PARKING SETBACK ENGINEERING DEPARTMENT	DATE 10/25 DWN DCS REV X/XX CHK LWP SCALE NTS	DWG. NO. FIG 1

EXHIBIT E



CROSS STREET POSTED SPEED	STOPPING SIGHT DISTANCE
20 MPH	115 FEET

VISTA FIELD

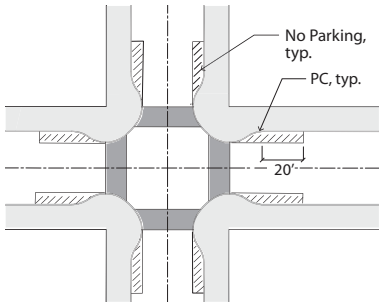
CLEAR SIGHT TRIANGLE

ENGINEERING DEPARTMENT

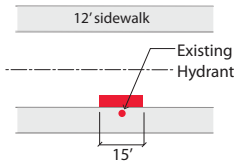
DATE	10/25
DWN	DCS
REV	X/XX
CHK	LWP
SCALE	NTS

DWG. NO.

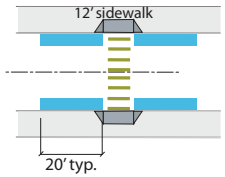
FIG 2



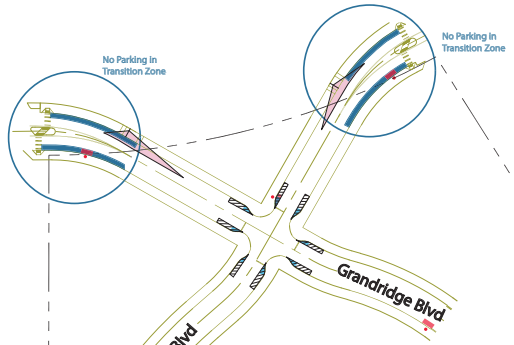
20' No Parking Setback from PC per COK

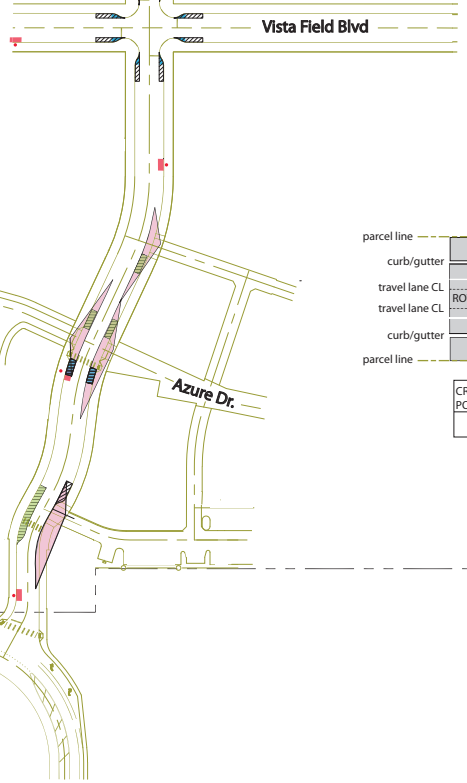


15' No Parking Setback from Existing Hydrant per IFC



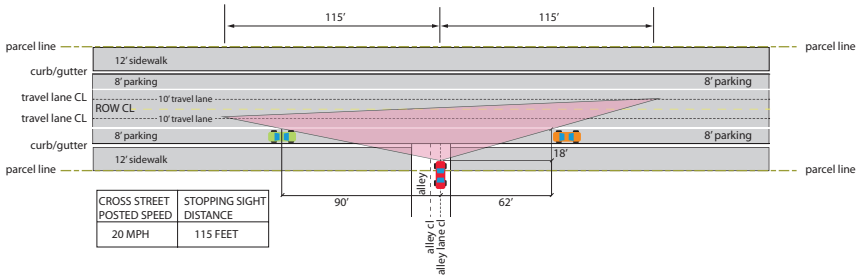
20' No Parking Setback from Crosswalk per MUTCD





Legend

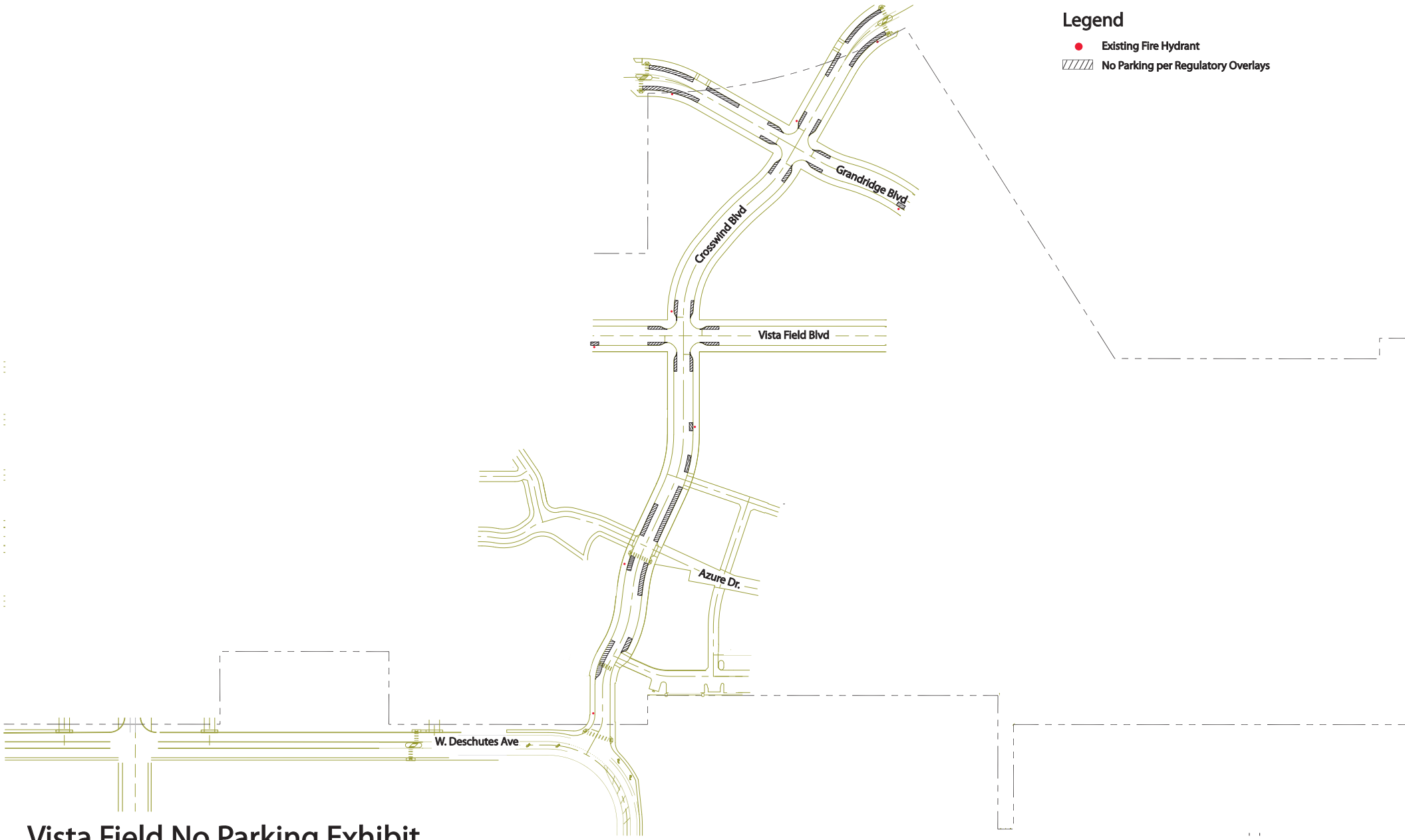
- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autoturn - See Exhibit



Sight Triangle
City ROW to Private Intersection

Vista Field No Parking Exhibit
Regulatory Restrictions

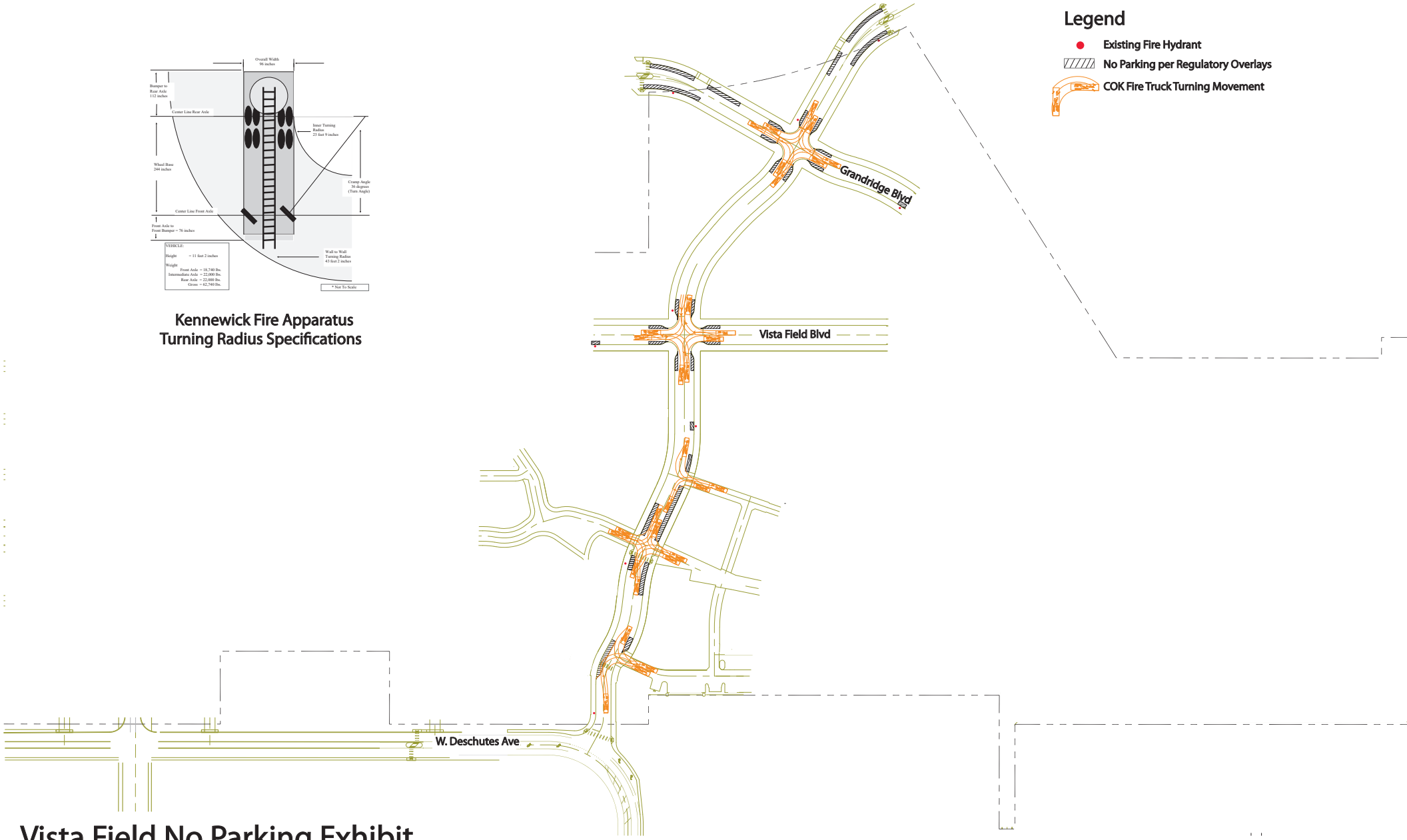
1/15/26



Vista Field No Parking Exhibit
No Parking Areas

1/15/26

Kennewick Fire Apparatus
Turning Radius Specifications



Vista Field No Parking Exhibit
Fire Truck Turning Movements

1/15/26

VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026)

Cost Allocation Percentages & ROM Cost Estimates

(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

		2035 Volumes			2035 Operations				Mitigation			Estimated Total Mitigation Cost ($)	AGREEDED MITIGATION FACTORS		Currently (2016) TIF Eligible
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations			Port of Kennewick (%)	Port of Kennewick ($)	
Phase 1															
6	Columbia Center Boulevard & Grandridge Boulevard														
IMPROVEMENTS COMPLETED 2024 (POK shared Paid)															
10	Colorado Street & Grandridge Boulevard	901	1365	34.0%											
	Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in/right-out	A	9	$65,000	55%	$35,750	Yes
	Westbound	234	496	52.8%	A	8	A	8	only but allow east-west left and right-turns by placing	A	8				
	Northbound	216	216	0.0%	E	44	F	>300	curb along Grandridge Blvd.	B	11				
	Southbound	126	126	0.0%	C	15	E	38	-Striping/C-curb	B	13				
23	Edison Street & Canal Drive	4581	5015	8.7%	D	48	E	58		D	39				
	Eastbound	1143	1328	13.9%	C	34	E	57	-Add a second eastbound left-turn lane	D	40	$1,708,000	25%	$427,000	No
	Westbound	787	834	5.6%	C	25	D	36	-Add a southbound right-turn lane	C	34				
	Northbound	920	981	6.2%	E	61	E	76	-Signal modification	D	45				
	Southbound	1731	1872	7.5%	E	61	E	58		D	38				
New Intersection - Deschutes & Hangar area															
	Eastbound	Intersection was not included as a study area intersection so volumes were not developed.			Intersection was not included as a study area intersection so operations results were not calculated.				-New intersection with all-way stop control and eastbound right-turn bypass lane.			$780,000	100.0%	$780,000	No
	Northbound														
	Southbound														
Note: Movements highlighted in yellow with text in red and bold exceed City LOS thresholds									Subtotal Costs - Teir 1 (TIF Eligible)			$1,773,000		$462,750	
									Subtotal Costs - Teir 1 (Non-TIF Eligible)			$780,000		$780,000	
									Subtotal Costs - Teir 1 (Total)			$2,553,000		$1,242,750	

Exhibit F

		2035 Volumes			2035 Operations				Mitigation			Estimated Total Mitigation Cost ($)	AGREEDED MITIGATION FACTORS		Currently (2016) TIF Eligible
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations			Port of Kennewick (%)	Port of Kennewick ($)	
Phase 2															
4	**Columbia Center Boulevard & Quinault Avenue**	**5124**	**5669**	**9.6%**	**D**	**47**	**E**	**57**							
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.			$1,794,000	0%	$0	Yes
	Westbound	626	756	17.2%	D	46	E	58							
	Northbound	1693	1872	9.6%	D	40	D	49							
	Southbound	1913	2101	8.9%	D	42	E	57							
7	**Columbia Center Boulevard & Deschutes Avenue**	**4395**	**4840**	**9.2%**	**C**	**30**	**D**	**40**		**C**	**34**				
	Eastbound	526	564	6.7%	C	34	D	49	-Add a second WB left-turn lane	C	30	$1,696,000	25%	$424,000	Yes
	Westbound	653	853	**23.4%**	E	69	F	92	-Add a WB right-turn lane	E	60				
	Northbound	1568	1691	7.3%	C	21	C	20		C	20				
	Southbound	1648	1732	4.8%	C	23	C	30		C	33				
14	**Young Street & Deschutes Avenue**	**901**	**1349**	**33.2%**			**A**	**7**		**A**	**7**				
	Eastbound	288	443	35.0%	A	8	A	7	-Install a roundabout	A	7	$650,000	100%	$650,000	No
	Westbound	376	386	2.6%	na	na	A	6		A	6				
	Southbound	237	310	23.5%	C	17	A	10		A	10				
	Southwestbound	0	210	100.0%	na	na	A	7		A	7				
18	**Kellogg Street & Quinault Avenue**	**1479**	**1821**	**18.8%**			**B**	**13**		**A**	**10**				
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal	B	11	$390,000	75%	$292,500	No
	Westbound	162	303	46.5%	F	87	C	27		A	10				
	Northbound	674	643	-4.8%	na	na	A	6		B	10				
	Southbound	643	602	-6.8%	A	10	A	6		A	9				
19	**Kellogg Street & Metaline Avenue**	**1240**	**1519**	**18.4%**						**A**	**7**				
	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal	B	12	$390,000	75%	$292,500	No
	Westbound	105	199	47.2%	D	26	F	80		A	10				
	Northbound	534	572	6.6%	A	9	A	9		A	6				
	Southbound	560	707	20.8%	A	9	A	10		A	6				
20	**Kellogg Street & Deschutes Avenue**	**1684**	**2141**	**21.3%**						**C**	**27**				
	Eastbound	410	529	**22.5%**	F	52	F	242	-Install a signal	D	48	$1,125,000	75%	$843,750	No
	Northbound	569	771	26.2%	B	10	B	12		B	12				
	Southbound	705	841	16.2%	na	na	na	na		C	28				
21	**Kellogg Street & Clearwater Avenue**	**3678**	**4092**	**10.1%**	**C**	**33**	**D**	**44**		**C**	**33**				
	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane	C	29	$848,000	20%	$169,600	Yes
	Westbound	1233	1318	6.4%	C	32	D	37	-Signal modification	D	37				
	Northbound	348	404	13.9%	D	40	E	68		C	34				
	Southbound	1049	1304	**19.6%**	D	46	E	55		C	32				
24	**Edison Street & Metaline Avenue**	**1806**	**2023**	**10.7%**											
	Eastbound	100	223	**55.2%**	D	26	F	114	-Add a refuge area for left-turns from Edison St.	C	25	$26,000	55%	$14,300	No
	Northbound	725	772	6.1%	B	11	B	12		B	12				
	Southbound	981	1028	4.6%	na	na	na	na		na	na				

Subtotal Costs - Teir 2 (TIF Eligible)	$4,338,000		$593,600
Subtotal Costs - Teir 2 (Non-TIF Eligible)	$2,581,000		$2,093,050
Subtotal Costs - Teir 2 (Total)	$6,919,000		$2,686,650

TOTAL PROJECT COSTS (TIF Eligible)	**$6,111,000**	**$1,056,350**
TOTAL PROJECT COSTS (Non-TIF Eligible)	**$3,361,000**	**$2,873,050**
TOTAL PROJECT COSTS	**$9,472,000**	**$3,929,400**

PORT Total Mitigation Cost Estimate

NOTES

#1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;

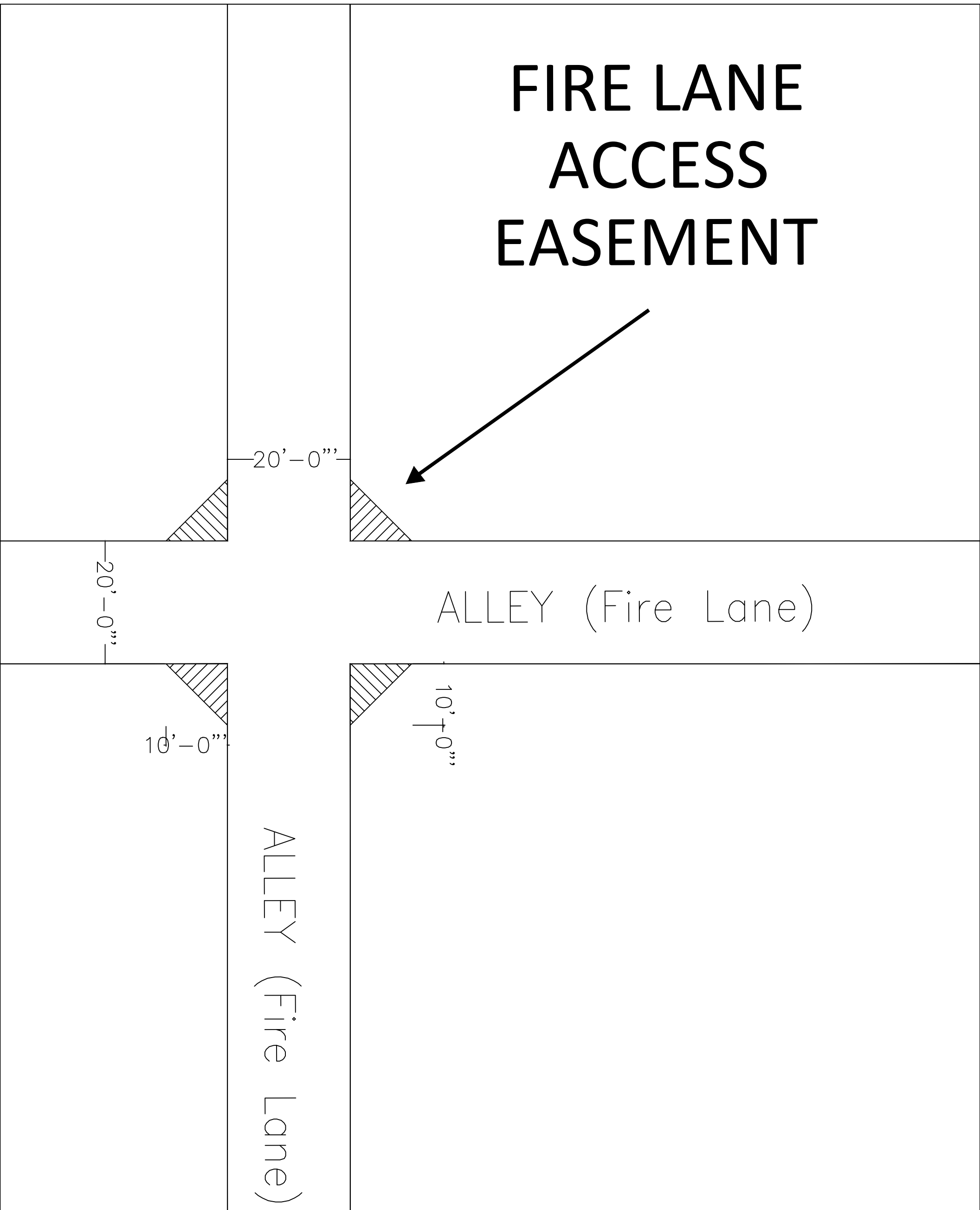
#2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;

#3) Port Request Intersection indentified with pink hatch be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF undate.

#4) Tier 1 and Teir 2 project listed by interesction mitigation priorit;y

COST ASSUMPTIONS (All costs estimates in 2016 dollars)

- Right-of-Way acquisition costs are included and assumed at $20/SF
- Design costs are included and assumed to be 15% of construction costs
- Construction costs & construction management (including survey) asumed to be 15% of construction cost
  - One Lane Roundabout Construction Cost - $700,000
  - New Signal Construction Cost - $600,000
  - Adding New Approach Lanes Cost - $500,000
  - Signal Modification Cost Per Lane - $150,000


FIRE LANE
ACCESS
EASEMENT
20'-0"
20'-0"
ALLEY (Fire Lane)
10'-0"
10'-0"
ALLEY (Fire Lane)

AFTER RECORDING RETURN TO:
City of Kennewick
210 W. 6th Avenue
Kennewick WA 99336
Attn: City Clerk

CITY OF KENNEWICK AND PORT OF KENNEWICK

VISTA FIELD DEVELOPMENT AGREEMENT

Abbreviated Legal Description:
Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;
Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;
Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;
Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND
Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;
RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

Tax Parcel Identification Numbers:
Benton County Assessor's Tax Parcels:
1-3299-100-0003-013
1-3299-101-1333-002
1-3299-101-3336-003
1-3299-101-3336-002
1-3299-100-0003-014
1-3299-300-0009-002
1-3299-300-0005-004

FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

TABLE OF CONTENTS

Page

1. DEVELOPMENT AGREEMENT 1
2. VISTA FIELD PROPERTY 1
3. RECITALS AND FINDINGS 1
4. VISTA FIELD MASTER PLAN AND ZONING 1
   - 4.1 Approval of Vista Field Master Plan and Map 1
   - 4.2 Urban Mixed Use Zoning Ordinance 1
5. TRANSPORTATION 2
   - 5.1 Vista Field Roadway Design Criteria Element 2
   - 5.2 Transportation System Impacts and Mitigation 2
6. UTILITIES 3
   - 6.1 Stormwater System Improvements 3
   - 6.2 Sewer System Improvements 3
   - 6.3 Water System Improvements 3
7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK IMPACT FEES. 3
   - 7.1 Street & Access Design 4
   - 7.2 Park Impact Fees 4
   - 7.3 Fire Protection Facilities Impact Fees 4
8. VESTING 4
   - 8.1 Effect of Development Agreement on Subsequent Development Regulations 4
   - 8.2 Vested Rights 4
   - 8.3 Exception to Vesting/Serious Threat to Public Health 5
9. AGREEMENT TERM AND EFFECTIVE DATE 5
10. MINOR PLAN MODIFICATIONS 5
11. GENERAL PROVISIONS 5
    - 11.1 Default 5
    - 11.2 Extension of Time for Performance 5
    - 11.3 Governing Law, Remedies and Venue 6
    - 11.4 Dispute Resolution 6
    - 11.5 Construction 6
    - 11.6 Complete Agreement and Conflicts 7
    - 11.7 Waiver and Severability 7
    - 11.8 Binding Effect 7

11.9 Cooperation 7
11.10 Transfer or Assignment 7
11.11 Effect of Development Agreement on City Rates and Fees 8
11.12 No Public Official Liability 8
11.13 Notices 8
11.14 Warranty of Authority 8

EXHIBITS TO THIS AGREEMENT

Exhibit A: Vista Field Property Legal Description
Exhibit B: Vista Field Property Parcel Map
Exhibit C: Vista Field Master Plan 2017
Exhibit D: Vista Field Master Plan - Layout
Exhibit E: Vista Field Roadway Design Criteria Elements
Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
Exhibit G: Fire Lane Access Intersection Triangle Example

City of Kennewick and Port of Kennewick
VISTA FIELD DEVELOPMENT AGREEMENT

1. DEVELOPMENT AGREEMENT. **THIS VISTA FIELD DEVELOPMENT AGREEMENT ("Agreement")** is entered between the City of Kennewick, Washington, a Washington municipal corporation ("City") and the Port of Kennewick, a Washington municipal corporation ("Port"). The City and Port are each a "Party," and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. VISTA FIELD PROPERTY. This Agreement applies to the Vista Field Redevelopment Area (the, "Property"). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 **Approval of Vista Field Master Plan and Map**. The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance**. Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

5. TRANSPORTATION.

5.1 **Vista Field Roadway Design Criteria Element**. Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 **Transportation System Impacts and Mitigation**. The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Allocated percentage shall be based on actual construction costs at time of construction. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.4 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.5 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young

Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

6. UTILITIES

6.1 **Stormwater System Improvements**. The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 **Sewer System Improvements**. The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 **Water System Improvements**. The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES IMPACT FEES.

7.1 **Street and Access Design**. The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the "errant truck." The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a "fire truck staging location" as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Where the vertical distance between the grade plane and the highest roof

surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

7.1.65 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.76 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.87 The non-City alleys function as fire apparatus access roads ~~lane access routes~~ with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road ~~lane~~ requirement. "No Parking Fire Lane" signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. "No Parking Fire Lane" signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5. ~~Signage at the point of connection with City rights-of-way is deemed sufficient signage at the time of initial approval, however the City Fire Department reserves the rights to revisit the fire lane access route signage if parking within the alley has been demonstrated to pose ongoing emergency vehicle circulation concerns.~~

7.2 **Park Impact Fees**. The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees**. The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

8. VESTING.

8.1 **Effect of Development Agreement on Subsequent Development Regulations**. Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 **Vested Rights**. All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth

Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E, F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health**. In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

9. AGREEMENT TERM AND EFFECTIVE DATE. This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement~~, following the effective date of the City Ordinance approving this Agreement~~ (the "Effective Date"). The Agreement term shall commence on the Effective Date, ~~and~~ extend for ten (10) years (the "Agreement Term") and supersede the previous development agreement. The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

10. MINOR PLAN MODIFICATIONS. The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

11. GENERAL PROVISIONS.

11.1 **Default**. In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance**. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and

performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods , earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 **Governing Law, Remedies and Venue**. This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **Dispute Resolution**. The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 Mediation. Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 Arbitration. Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction**. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 **Complete Agreement and Conflicts**. This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 **Waiver and Severability**. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 **Binding Effect**. This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation**. Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

11.10 **Transfer or Assignment**.

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port’s obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in

connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 **Effect of Development Agreement on City Rates and Fees**. Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability**. No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 **Notices**. Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

Port: Chief Executive Officer
350 Clover Island Drive, Suite 200
Kennewick WA 99336

City: City Manager
210 W. 6th Avenue
Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

11.14 **Warranty of Authority**.

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the below dates.

CITY OF KENNEWICK

Jason McShane, Mayor

DATE:_____
Attest:

City Clerk
Approved as to form:

City Attorney

PORT OF KENNEWICK

Ken Hohenberg, Port Commission President

DATE:_____

EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION

PARCEL 1
REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00°05'15" EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°54'25" WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°11'01" WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE; THENCE SOUTH 45°11'04" WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 45°11'04" WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 44°48'56" EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 45°11'04" WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 44°48'56" EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH 45°11'04" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT; THENCE NORTH 44°48'56" WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT, SAID POINT BEING ON THE

SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11’04” EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT “A” AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48’56” EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT “A” AND TRACT “B” OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT “B”; THENCE NORTH 45°11’04” EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT “B” TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48’56” EAST, 101.21 FEET; THENCE NORTH 45°11’04” EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11’04” EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48’56” EAST, 700.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

PARCEL 2
LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333.
CONTAINS 5.58 ACRES.

PARCEL 3
LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 2.85 ACRES

PARCEL 4
LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 3.14 ACRES

PARCEL 5
THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11’04” EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09’37” WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48’56” EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11’04” WEST, 700.00 FEET; THENCE NORTH 44°48’56” WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT “B” AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48’56” WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT “B” AND TRACT “A” OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49’51” WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32’17” TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09’13” EAST (SOUTH 77°09’37” EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48’56”EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING.
CONTAINS 9.12 ACRES.

PARCEL 6
TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR’S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11’04” EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48’56” EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11’04” EAST 797.11 FEET. THENCE SOUTH 44°48’56” EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11’04” WEST 797.11 FEET. THENCE NORTH 44°48’56” WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.
CONTAINS 1.83 ACRES.

PARCEL 7
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST

DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16’47” EAST 30.00 FEET; THENCE NORTH 0°28’48” EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°28’48” EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11’04” EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48’56” EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48’56” WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11’04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48’56” WEST 100.00 FEET; THENCE SOUTH 45°11’04” WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29’00” WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16’47” WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 9.87 ACRES.

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP

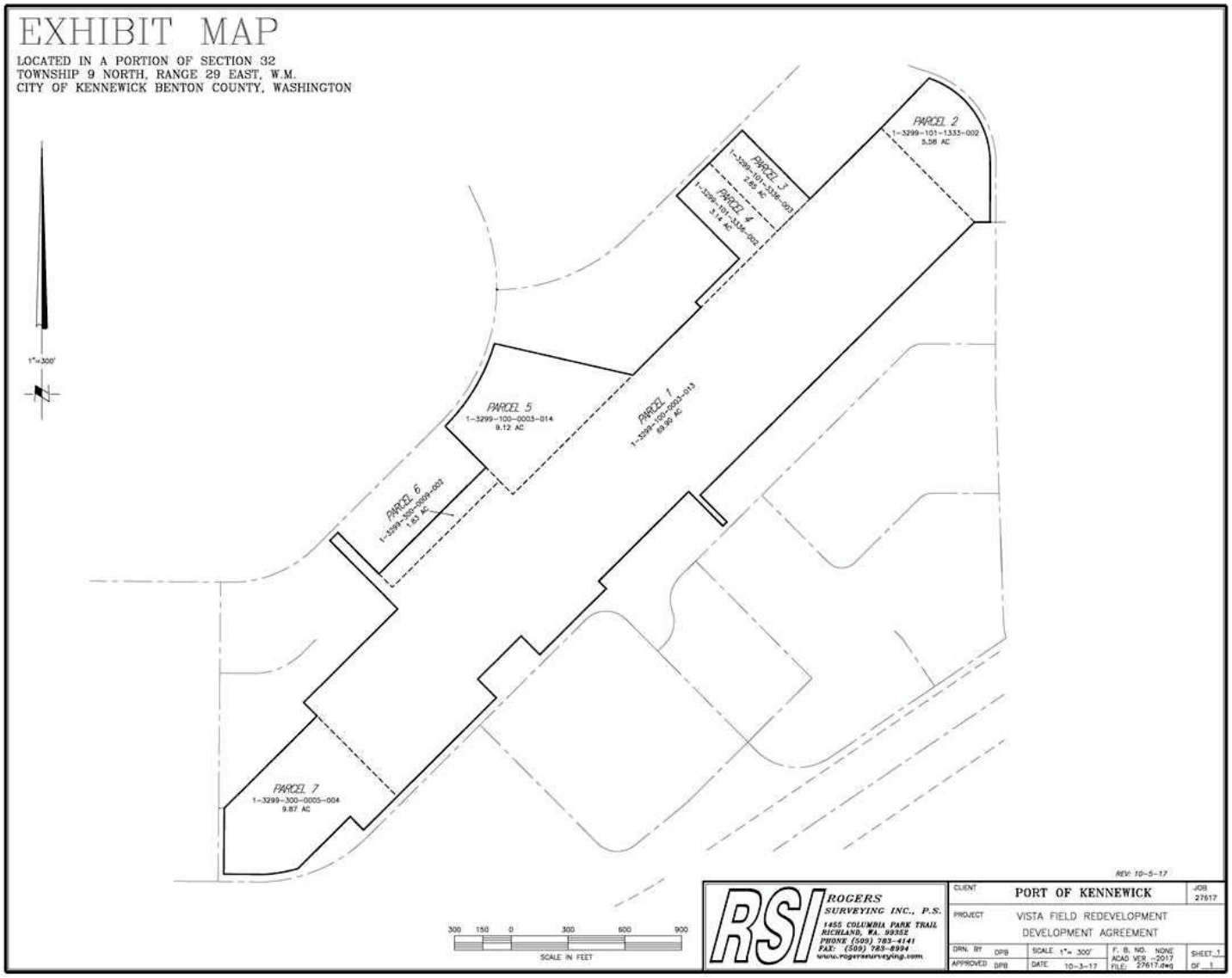
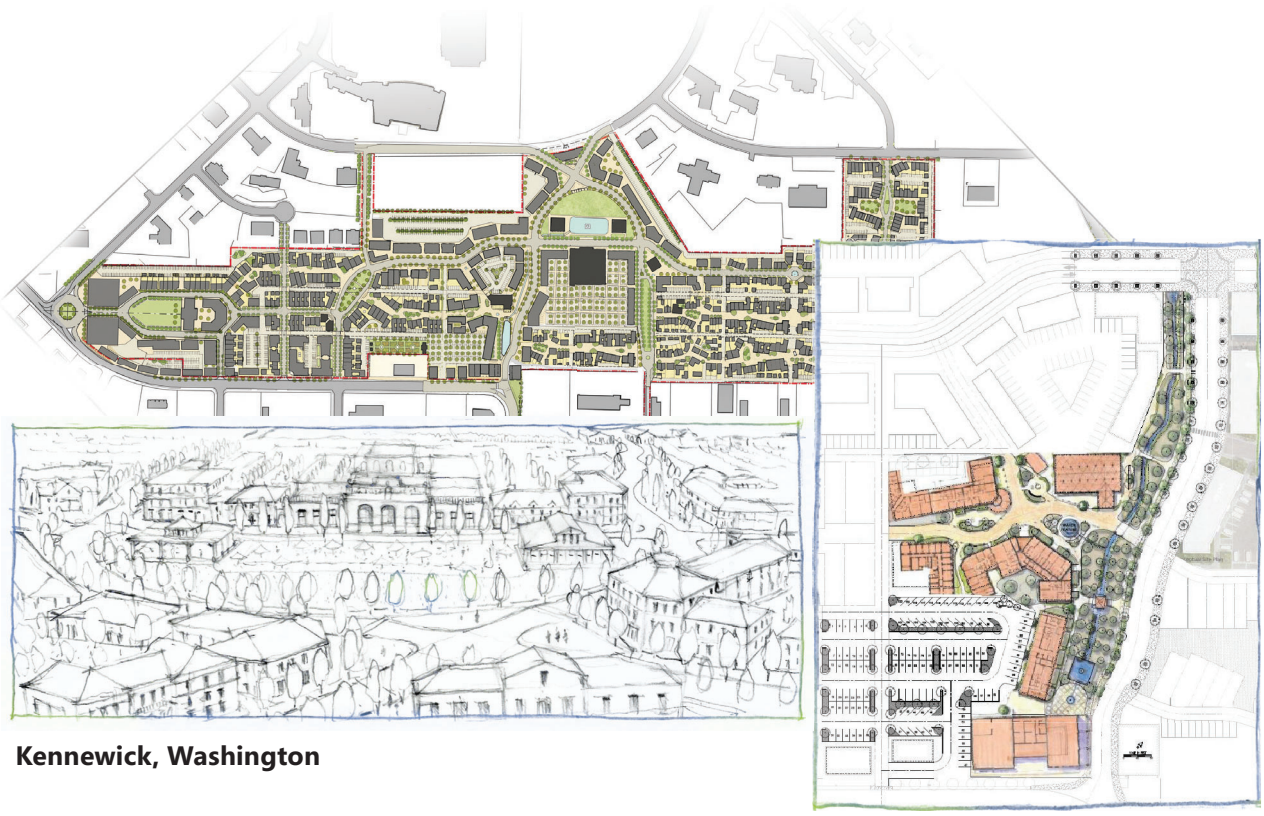


Exhibit C

VISTA FIELD
REDEVELOPMENT MASTER PLAN 2017

An opportunity initiated by the Port of Kennewick in collaboration with the City of Kennewick and guided by the citizens of the Tri-Cities.

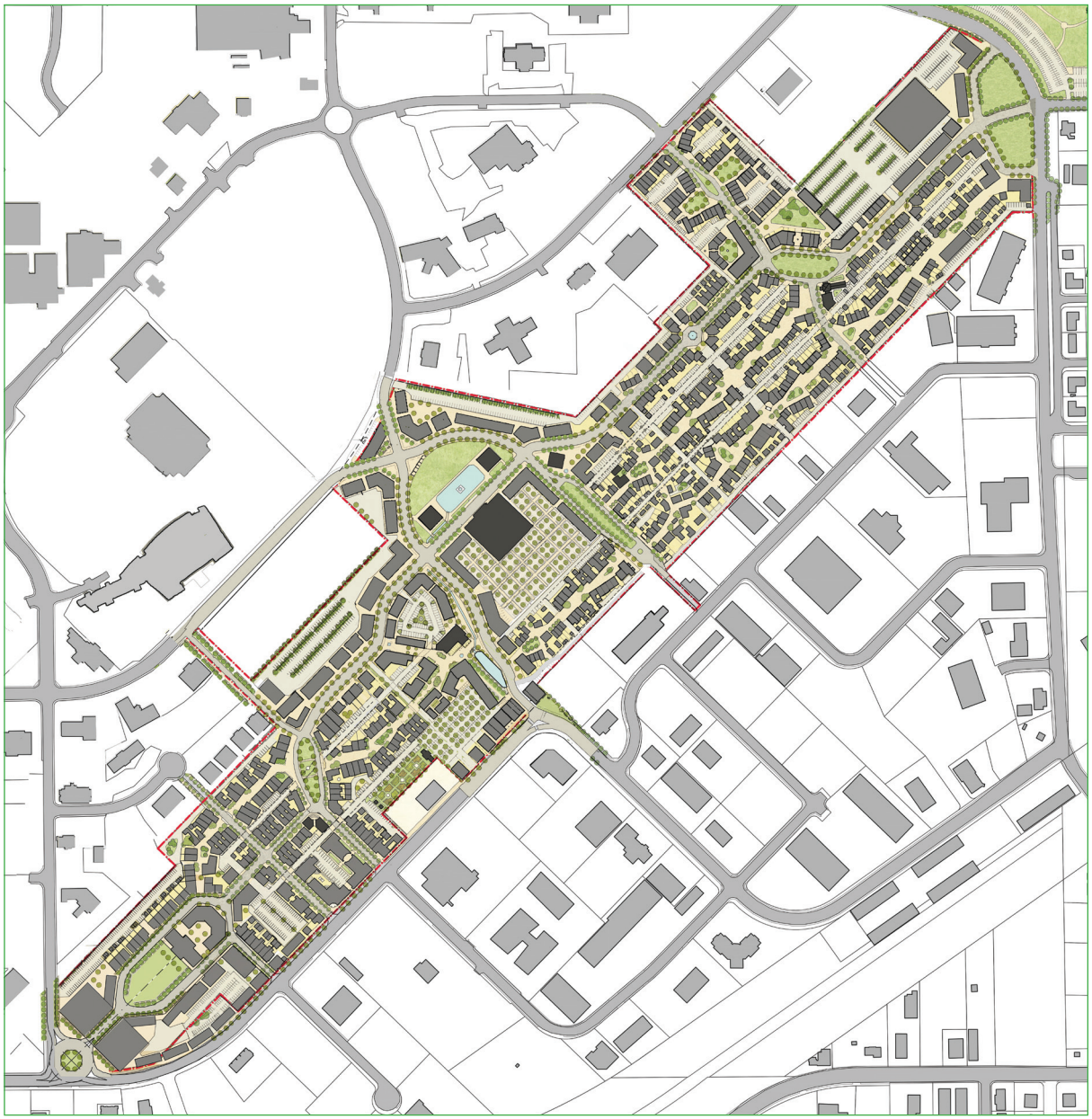


Kennewick, Washington

Prepared in partnership with
Duany Plater-Zyberk & Company
(Architects and Town Planners)

October 6, 2017

ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

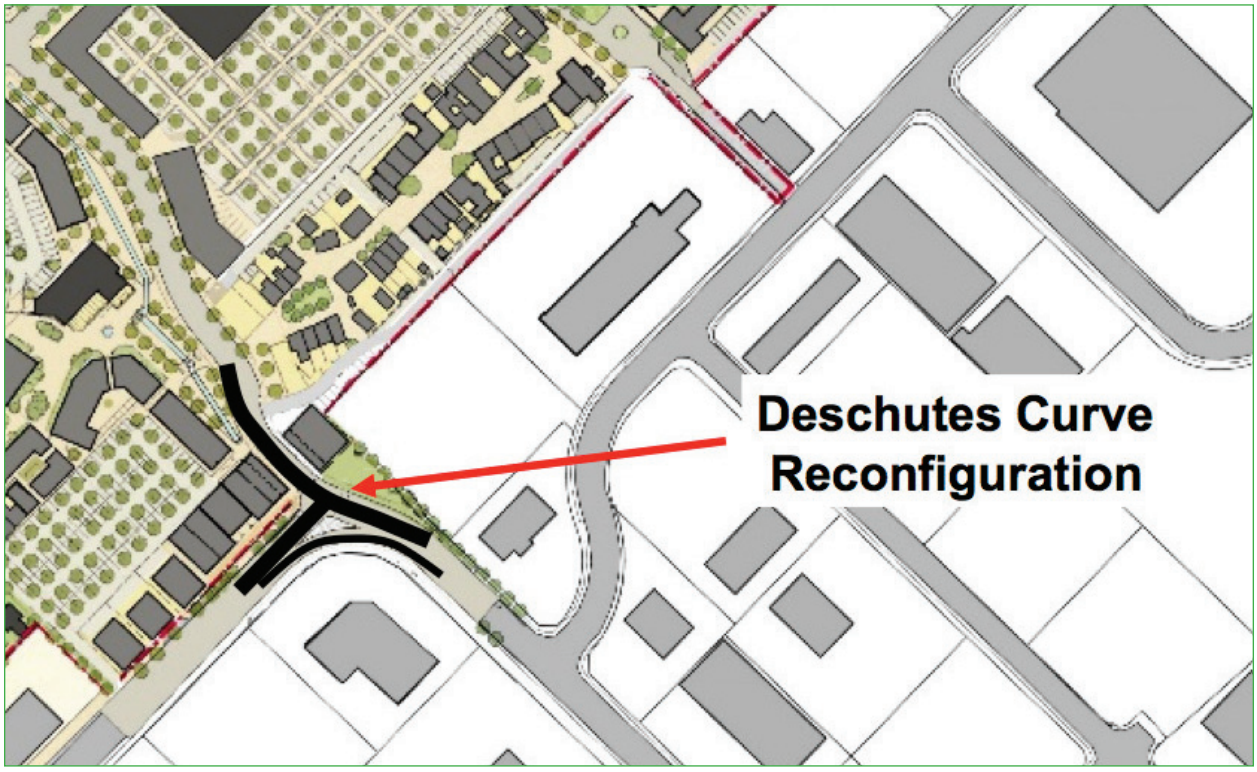


Vista Field Full-Site Redevelopment Plan

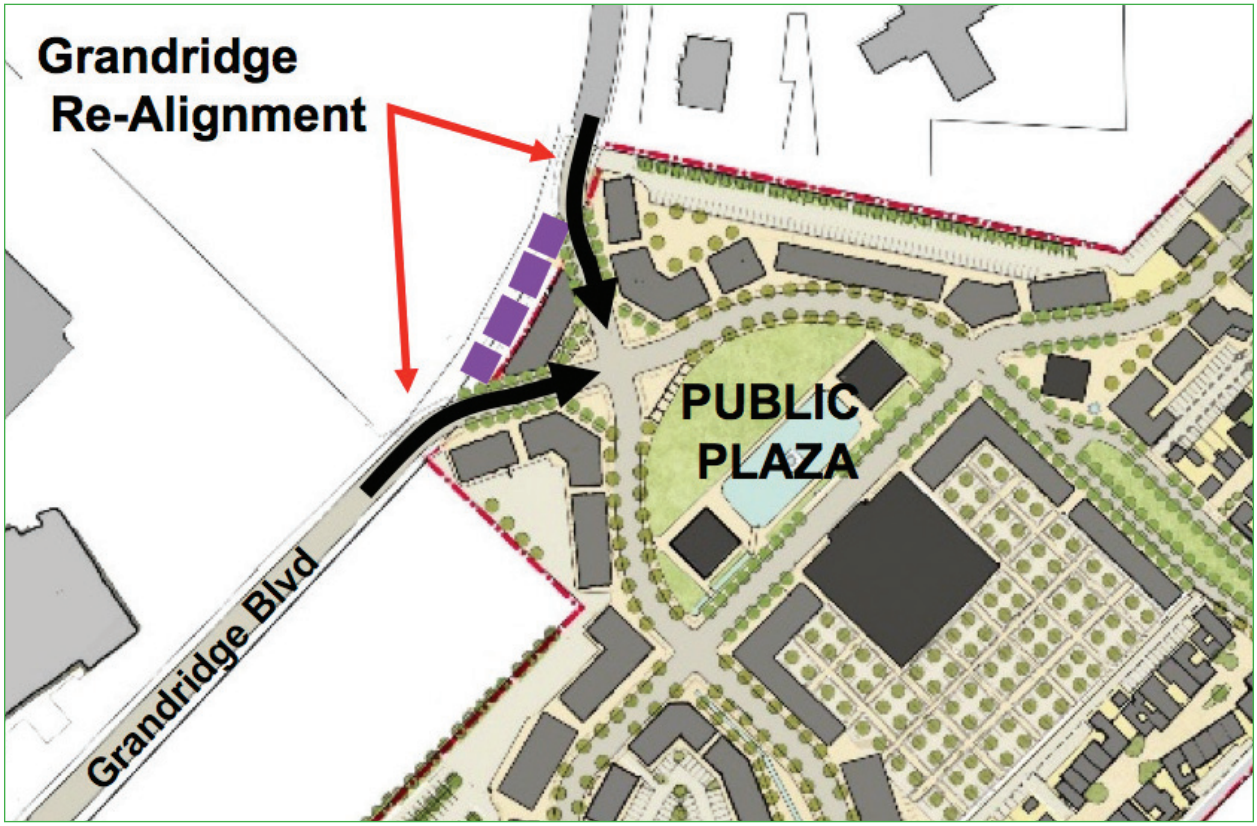
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



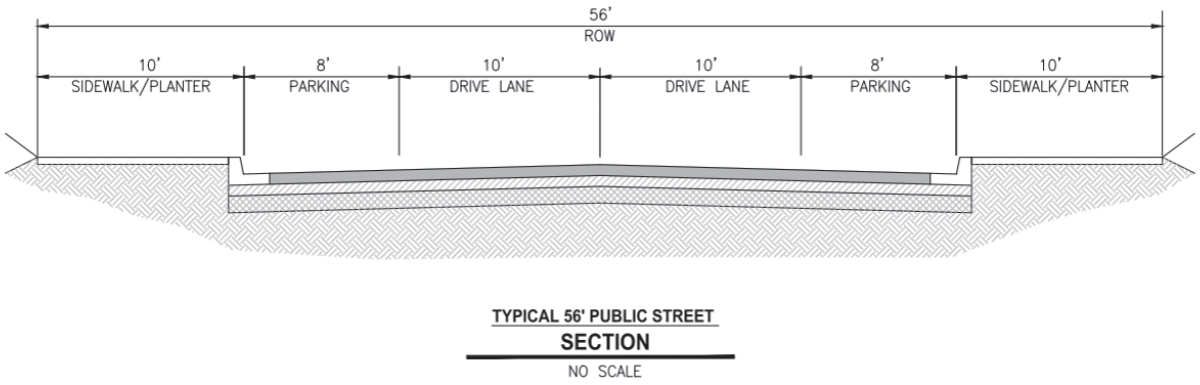
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



STREET DESIGN STANDARDS

A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

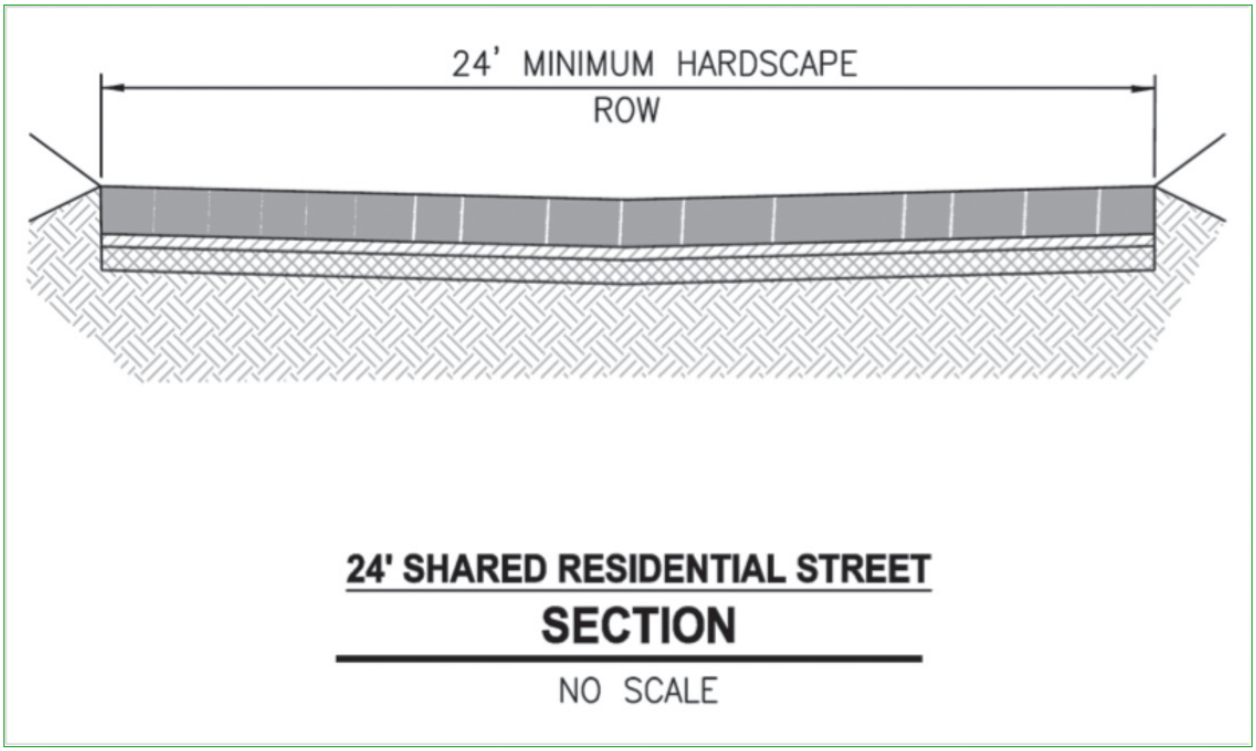
Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.



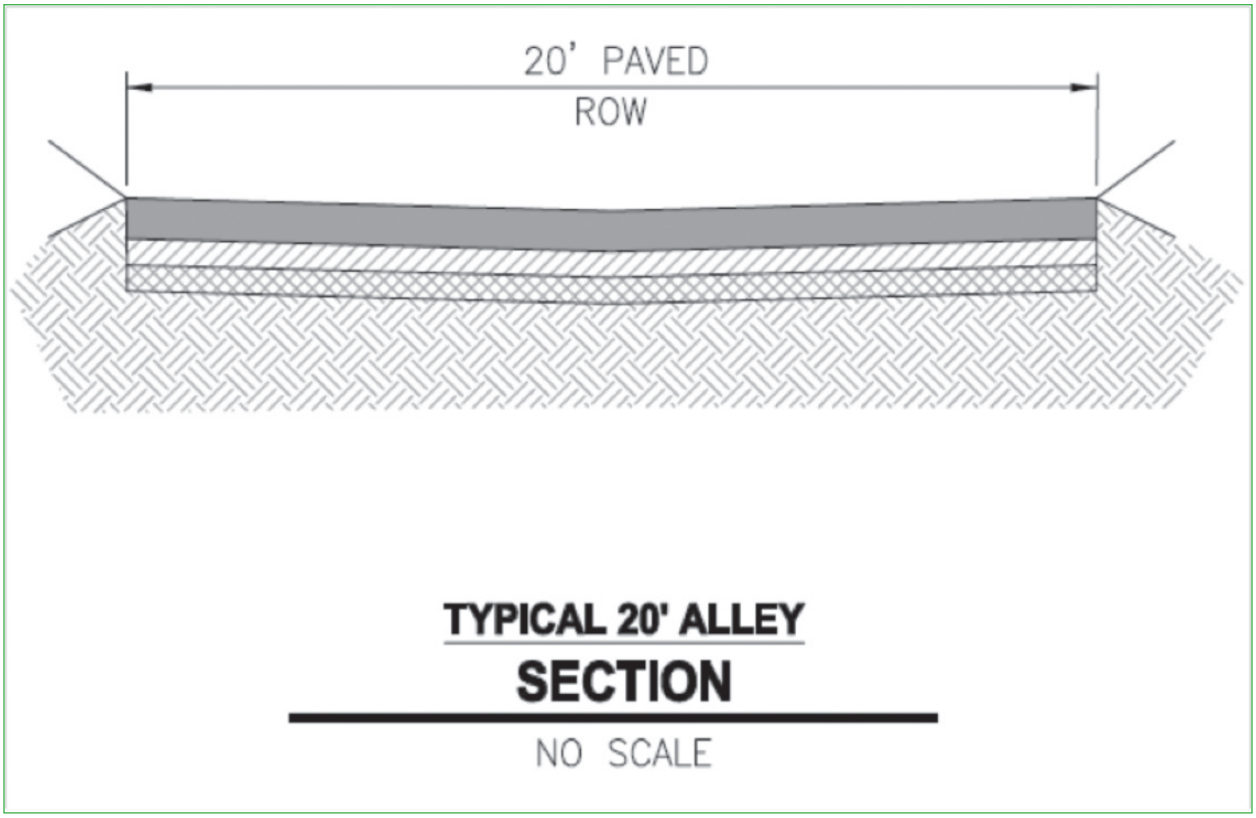
TYPICAL 56' PUBLIC STREET
SECTION
NO SCALE

Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.

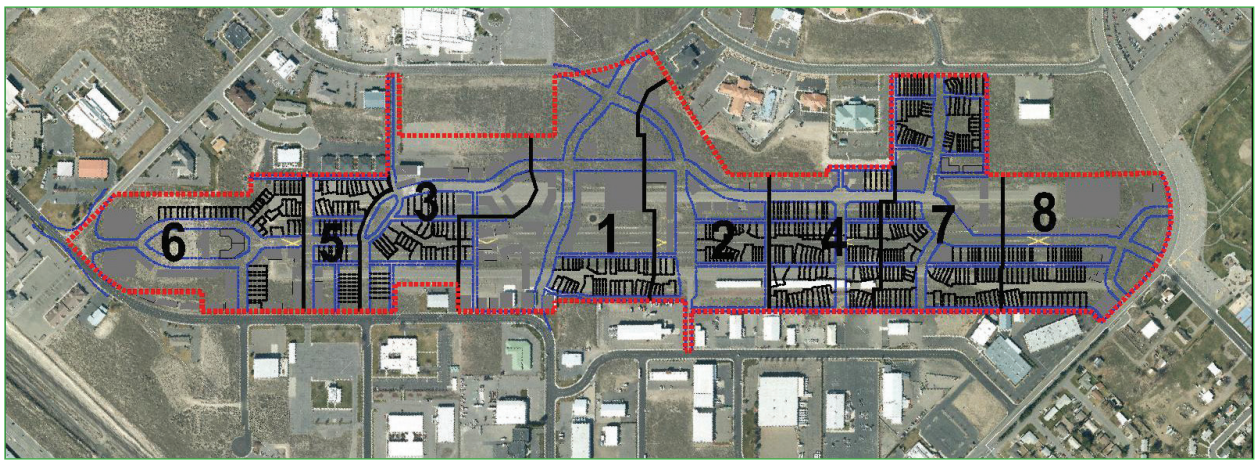


IMPLEMENTATION STRATEGIES

PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	*Phase 2*	*Phase 3*	*Phase 4*	*Phase 5*	*Phase 6*	*Phase 7*	*Phase 8*	*TOTAL*		
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495	Units	*1*
Residential Condo	50	20	10	15	25	50	50	30	250	Units	*2*
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350	Units	*2*
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000	SF	*1*
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000	SF	*2*
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000	SF	*2*
Dwelling Units	170	120	115	120	65	185	185	135	**1,095**	Units	
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	**600,000**	SF	
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000	SF	
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000	SF	*3*
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000	SF	
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000	SF	
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000	SF	*4*
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000	SF	
Educational	25,000	0	0	0	0	20,000	0	0	45,000	SF	
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	**740,000**	SF	
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	**2,330,000**	SF	
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	**273,000**	SF	

SUMMARY

Total Residential Units **1,095** **Dwelling Units** of which **495** are **Single Family Dwelling Units**

Total Multi-Family Buildings **600,000** **sq.ft.** **600** **Multi-Family Dwelling Units**

Total Commercial/Institutional (SF) **740,000** **sq.ft.**

Total Mixed Use Buildings **1,340,000** **sq.ft.**

Total Park **273,000** **sq.ft. or** **6.3** ***Acres*** *(does not include other open space plazas, community gardens, etc.)*

Notes:

1 Average 2,000 sq. ft.

2 Average 1,000 sq. ft.

3 Average 3,000 sq. ft.

4 30,000 sq. ft. footprint plus mezzanine

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT

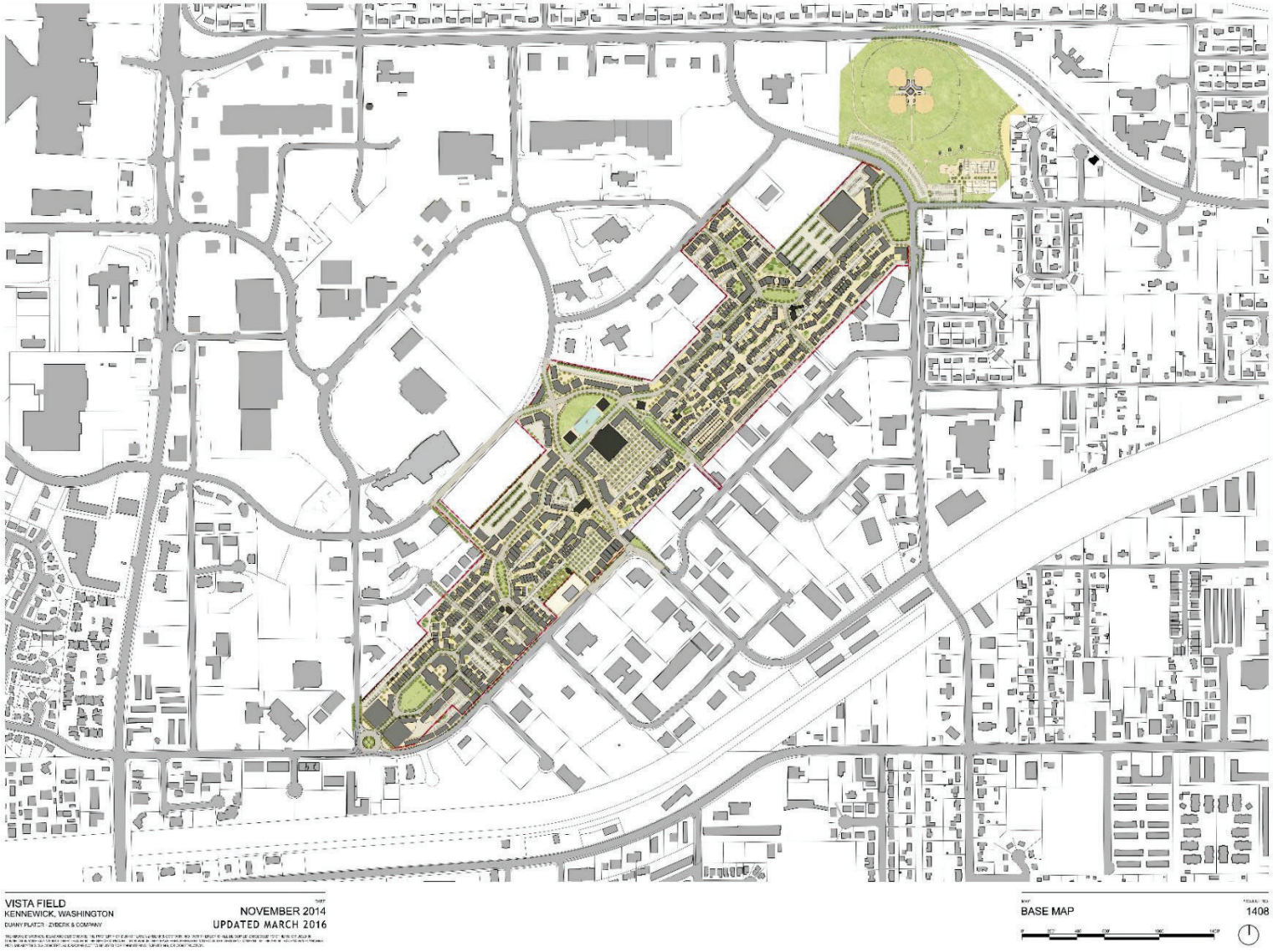


EXHIBIT E

Vista Field Roadway Design Criteria Elements

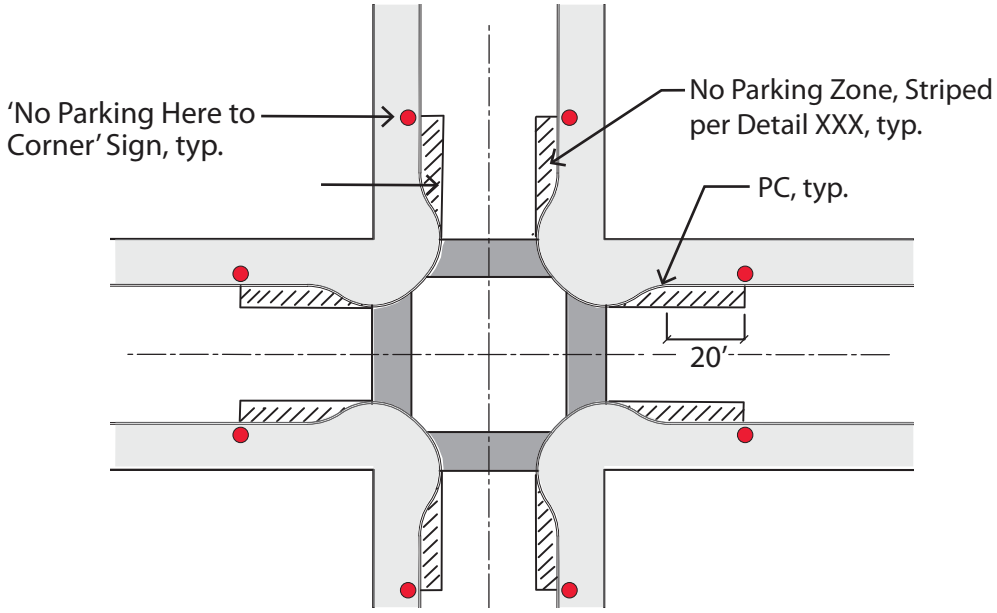
Street Types	
Commercial Street	36’ curb to curb, (2) 10’ lanes, (2) 8’ parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20’ minimum
Private Alley	20’ minimum.
Variants – i.e. one-way and median	2’ minimum width, 12’ lanes/8’ parking/8’ Grasscrete, bike lanes to be Sharrows
Lane Widths	10’ minimum, 11’ minimum adjacent to a curb
Parking Lane width	8’ typical, 7’ minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10’ minimum width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5’ from face of curb with 4’ square tree wells space accordingly (approximately 30’ on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5’ total pole height
Spacing	120’ (60’ staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
Curb Returns	15’ typical, 5’ minimum
Driveway Types Allowed	Special design details encompassing the 10’ sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) “Curb Tight Sidewalk Dropback Driveway”
Intersection & Commercial D/W Spacing	155’ typical, 105’ minimum. Propose using 75’ spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Intersection Visibility & Restrictions	Intersection of (2) City rights of way – Parking restricted with 20’ of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115’ vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
Speed Limits	20 MPH. Set sight distance and spacing accordingly.

EXHIBIT E

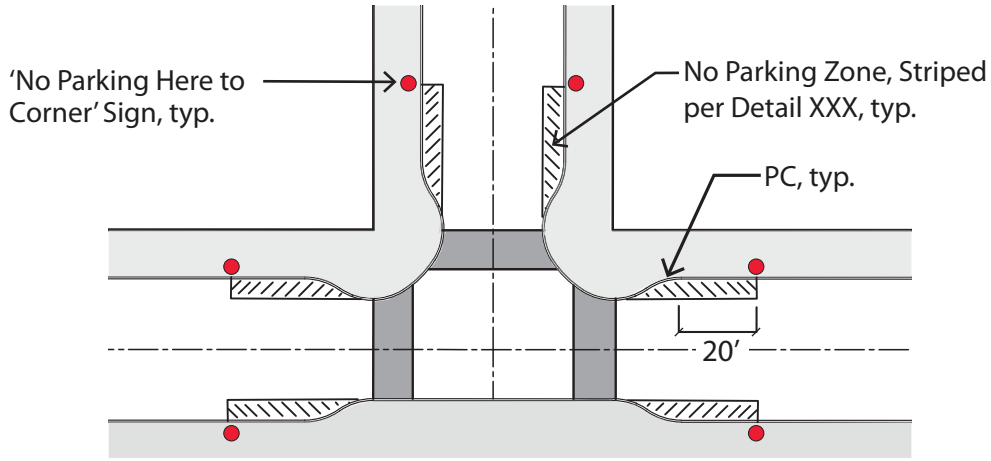
Vista Field Roadway Design Criteria Elements

Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall

EXHIBIT E

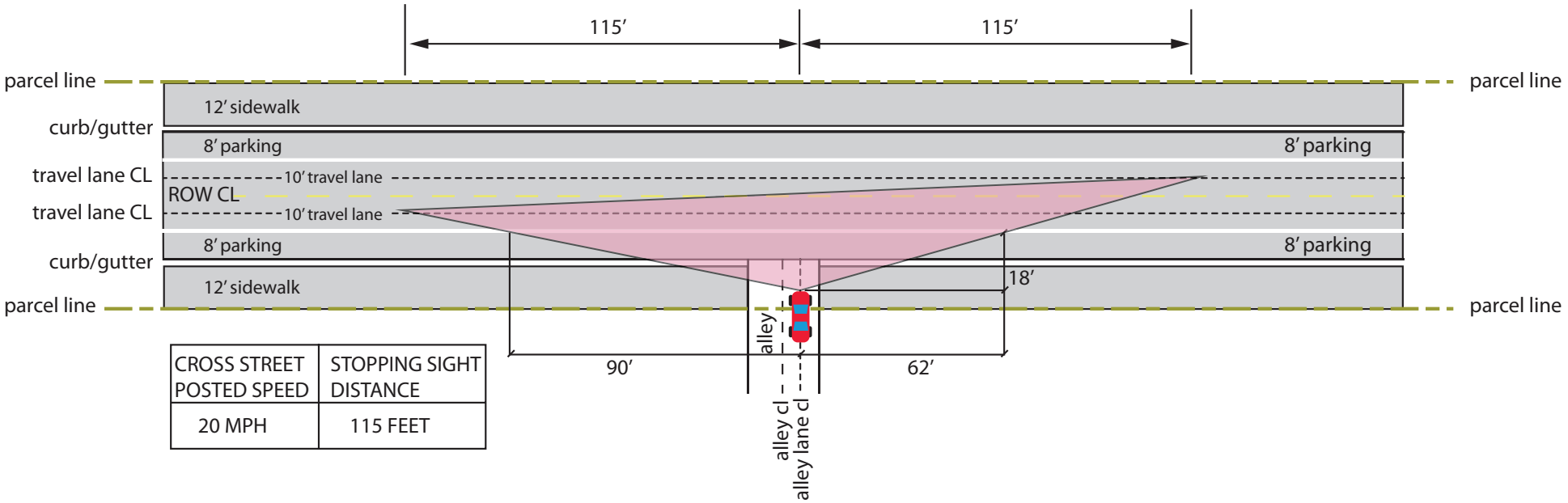


20' No Parking Setback from PC per COK



	VISTA FIELD CURB BULB WITH NO PARKING SETBACK ENGINEERING DEPARTMENT	DATE 10/25 DWN DCS REV X/XX CHK LWP SCALE NTS	DWG. NO. FIG 1

EXHIBIT E



CROSS STREET POSTED SPEED	STOPPING SIGHT DISTANCE
20 MPH	115 FEET

VISTA FIELD

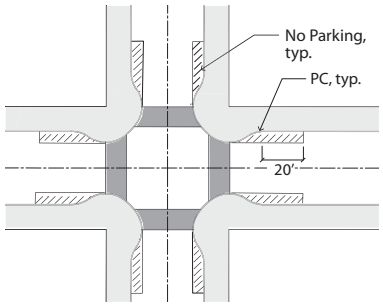
CLEAR SIGHT TRIANGLE

ENGINEERING DEPARTMENT

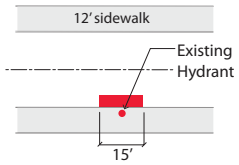
DATE	10/25
DWN	DCS
REV	X/XX
CHK	LWP
SCALE	NTS

DWG. NO.

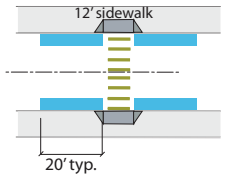
FIG 2



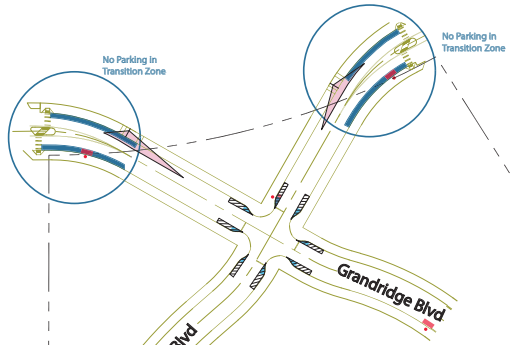
20' No Parking Setback from PC per COK

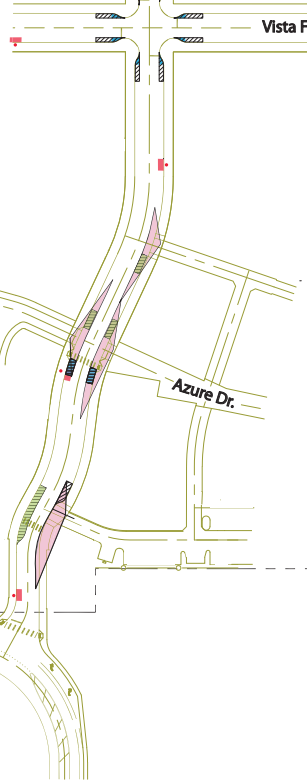


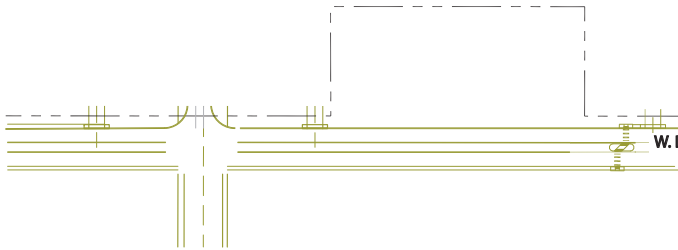
15' No Parking Setback from Existing Hydrant per IFC



20' No Parking Setback from Crosswalk per MUTCD

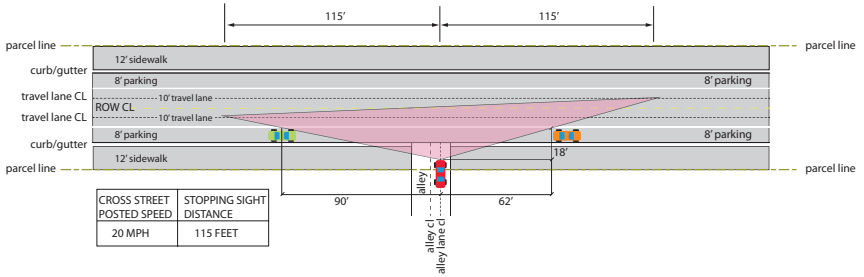






Legend

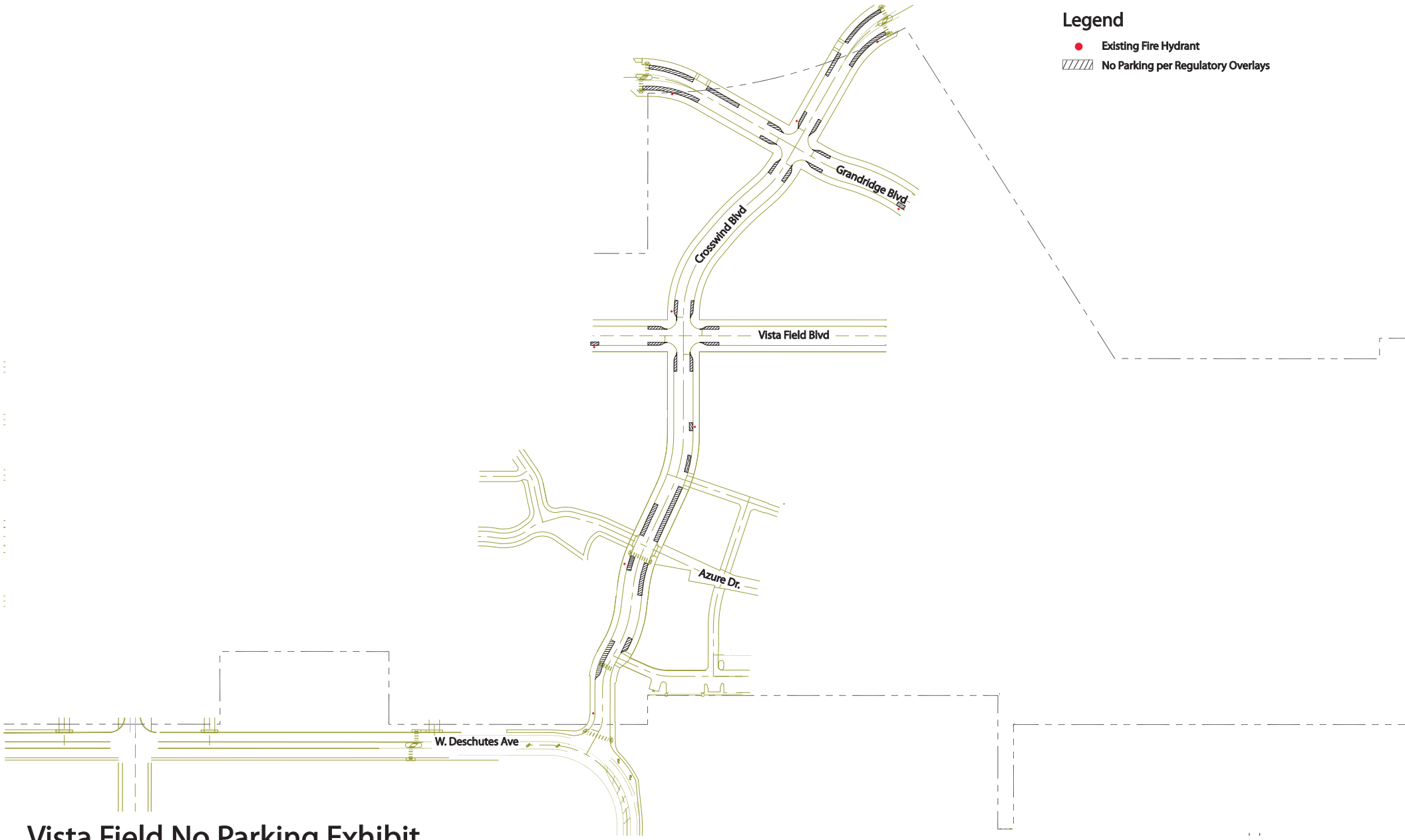
- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autoturn - See Exhibit



Sight Triangle
City ROW to Private Intersection

Vista Field No Parking Exhibit
Regulatory Restrictions

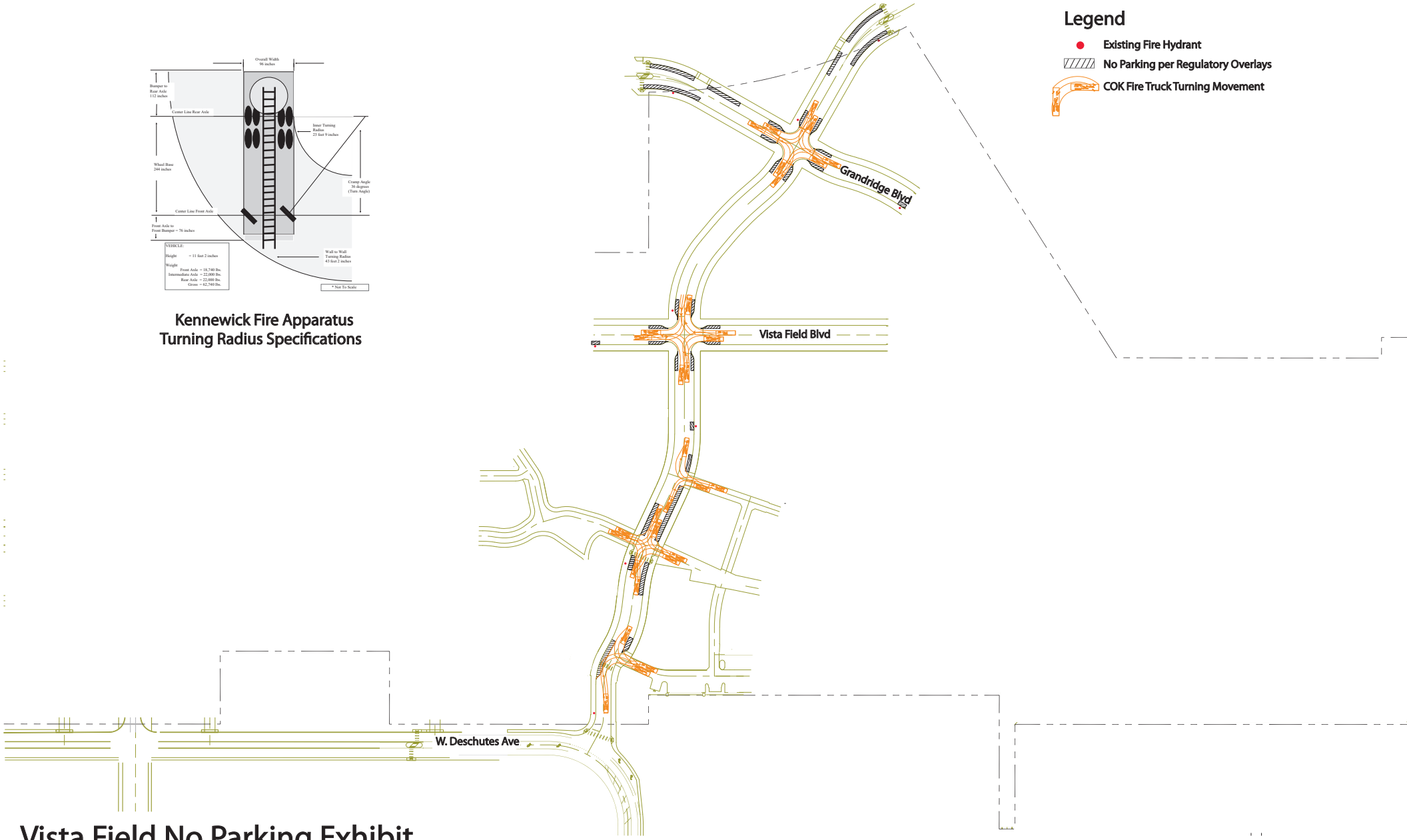
1/15/26



Vista Field No Parking Exhibit
No Parking Areas

1/15/26

Kennewick Fire Apparatus
Turning Radius Specifications



Vista Field No Parking Exhibit
Fire Truck Turning Movements

1/15/26

VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026)

Cost Allocation Percentages & ROM Cost Estimates

(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

		2035 Volumes			2035 Operations				Mitigation			Estimated Total Mitigation Cost ($)	AGREEDED MITIGATION FACTORS		Currently (2016) TIF Eligible
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations			Port of Kennewick (%)	Port of Kennewick ($)	
Phase 1															
6	**Columbia Center Boulevard & Grandridge Boulevard**														
	IMPROVEMENTS COMPLETED 2024 (POK shared Paid)														
10	**Colorado Street & Grandridge Boulevard**	**901**	**1365**	**34.0%**											
	Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in/right-out	A	9	$65,000	55%	$35,750	Yes
	Westbound	234	496	**52.8%**	A	8	A	8	only but allow east-west left and right-turns by placing	A	8				
	Northbound	216	216	0.0%	E	44	F	>300	curb along Grandridge Blvd.	B	11				
	Southbound	126	126	0.0%	C	15	E	38	-Striping/C-curb	B	13				
23	**Edison Street & Canal Drive**	**4581**	**5015**	**8.7%**	**D**	**48**	E	58		**D**	**39**				
	Eastbound	1143	1328	**13.9%**	C	34	E	57	-Add a second eastbound left-turn lane	D	40	$1,708,000	25%	$427,000	No
	Westbound	787	834	5.6%	C	25	D	36	-Add a southbound right-turn lane	C	34				
	Northbound	920	981	6.2%	E	61	E	76	-Signal modification	D	45				
	Southbound	1731	1872	7.5%	E	61	E	58		D	38				
New Intersection - Deschutes & Hangar area															
	Eastbound	Intersection was not included as a study area intersection so volumes were not developed.			Intersection was not included as a study area intersection so operations results were not calculated.				-New intersection with all-way stop control and eastbound right-turn bypass lane.			$780,000	**100.0%**	$780,000	No
	Northbound														
	Southbound														
Note: Movements highlighted in yellow with text in red and bold exceed City LOS thresholds									Subtotal Costs - Teir 1 (TIF Eligible)			$1,773,000		$462,750	
									Subtotal Costs - Teir 1 (Non-TIF Eligible)			$780,000		$780,000	
									Subtotal Costs - Teir 1 (Total)			$2,553,000		$1,242,750	

Exhibit F

		2035 Volumes			2035 Operations				Mitigation			AGREEDED MITIGATION FACTORS		
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations	Estimated Total Mitigation Cost ($)	Port of Kennewick (%)	Port of Kennewick ($)	Currently (2016) TIF Eligible
Phase 2														
4	**Columbia Center Boulevard & Quinault Avenue**	**5124**	**5669**	**9.6%**	**D**	**47**	**E**	**57**						
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.		$1,794,000	0%	$0	Yes
	Westbound	626	756	17.2%	D	46	E	58						
	Northbound	1693	1872	9.6%	D	40	D	49						
	Southbound	1913	2101	8.9%	D	42	E	57						
7	**Columbia Center Boulevard & Deschutes Avenue**	**4395**	**4840**	**9.2%**	**C**	**30**	**D**	**40**		**C**	**34**			
	Eastbound	526	564	6.7%	C	34	D	49	-Add a second WB left-turn lane	C	30	$1,696,000	25%	$424,000	Yes
	Westbound	653	853	**23.4%**	E	69	F	92	-Add a WB right-turn lane	E	60				
	Northbound	1568	1691	7.3%	C	21	C	20		C	20				
	Southbound	1648	1732	4.8%	C	23	C	30		C	33				
14	**Young Street & Deschutes Avenue**	**901**	**1349**	**33.2%**			**A**	**7**		**A**	**7**			
	Eastbound	288	443	35.0%	A	8	A	7	-Install a roundabout	A	7	$650,000	100%	$650,000	No
	Westbound	376	386	2.6%	na	na	A	6		A	6				
	Southbound	237	310	23.5%	C	17	A	10		A	10				
	Southwestbound	0	210	100.0%	na	na	A	7		A	7				
18	**Kellogg Street & Quinault Avenue**	**1479**	**1821**	**18.8%**			**B**	**13**		**A**	**10**			
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal	B	11	$390,000	75%	$292,500	No
	Westbound	162	303	46.5%	F	87	C	27		A	10				
	Northbound	674	643	-4.8%	na	na	A	6		B	10				
	Southbound	643	602	-6.8%	A	10	A	6		A	9				
19	**Kellogg Street & Metaline Avenue**	**1240**	**1519**	**18.4%**						**A**	**7**			
	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal	B	12	$390,000	75%	$292,500	No
	Westbound	105	199	47.2%	D	26	F	80		A	10				
	Northbound	534	572	6.6%	A	9	A	9		A	6				
	Southbound	560	707	20.8%	A	9	A	10		A	6				
20	**Kellogg Street & Deschutes Avenue**	**1684**	**2141**	**21.3%**						**C**	**27**			
	Eastbound	410	529	**22.5%**	F	52	F	242	-Install a signal	D	48	$1,125,000	75%	$843,750	No
	Northbound	569	771	26.2%	B	10	B	12		B	12				
	Southbound	705	841	16.2%	na	na	na	na		C	28				
21	**Kellogg Street & Clearwater Avenue**	**3678**	**4092**	**10.1%**	**C**	**33**	**D**	**44**		**C**	**33**			
	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane	C	29	$848,000	20%	$169,600	Yes
	Westbound	1233	1318	6.4%	C	32	D	37	-Signal modification	D	37				
	Northbound	348	404	13.9%	D	40	E	68		C	34				
	Southbound	1049	1304	**19.6%**	D	46	E	55		C	32				
24	**Edison Street & Metaline Avenue**	**1806**	**2023**	**10.7%**										
	Eastbound	100	223	**55.2%**	D	26	F	114	-Add a refuge area for left-turns from Edison St.	C	25	$26,000	55%	$14,300	No
	Northbound	725	772	6.1%	B	11	B	12		B	12				
	Southbound	981	1028	4.6%	na	na	na	na		na	na				

Subtotal Costs - Teir 2 (TIF Eligible)	$4,338,000	$593,600
Subtotal Costs - Teir 2 (Non-TIF Eligible)	$2,581,000	$2,093,050
Subtotal Costs - Teir 2 (Total)	$6,919,000	$2,686,650

TOTAL PROJECT COSTS (TIF Eligible)	**$6,111,000**	**$1,056,350**
TOTAL PROJECT COSTS (Non-TIF Eligible)	**$3,361,000**	**$2,873,050**
TOTAL PROJECT COSTS	**$9,472,000**	**$3,929,400**

PORT Total Mitigation Cost Estimate

NOTES

#1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;

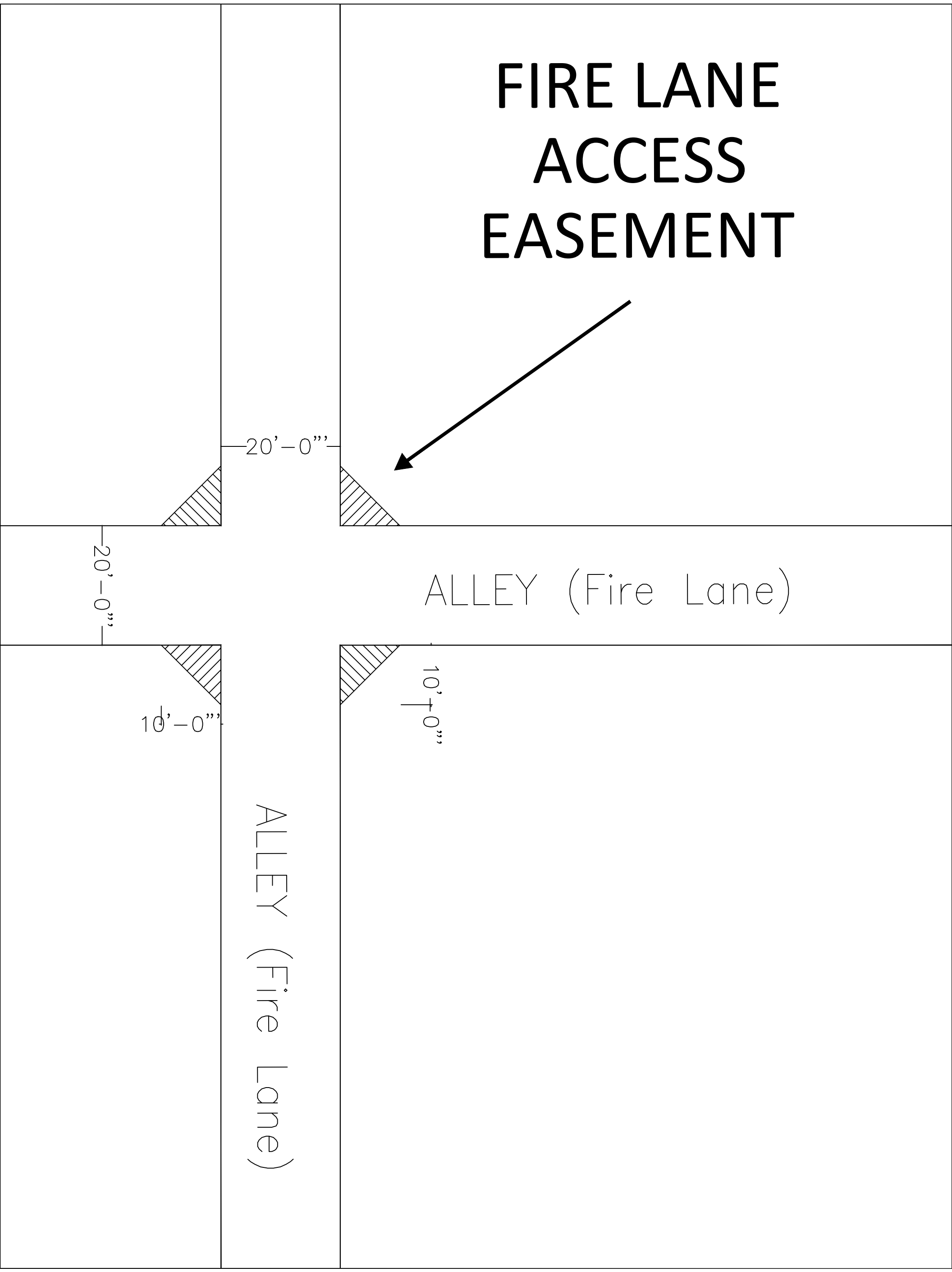
#2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;

#3) Port Request Intersection indentified with pink hatch be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF undate.

#4) Tier 1 and Teir 2 project listed by interesction mitigation priorit;y

COST ASSUMPTIONS (All costs estimates in 2016 dollars)

- Right-of-Way acquisition costs are included and assumed at $20/SF
- Design costs are included and assumed to be 15% of construction costs
- Construction costs & construction management (including survey) asumed to be 15% of construction cost
  - One Lane Roundabout Construction Cost - $700,000
  - New Signal Construction Cost - $600,000
  - Adding New Approach Lanes Cost - $500,000
  - Signal Modification Cost Per Lane - $150,000


FIRE LANE
ACCESS
EASEMENT
20'-0"
20'-0"
ALLEY (Fire Lane)
10'-0"
10'-0"
ALLEY (Fire Lane)

Vista Field Development Agreement

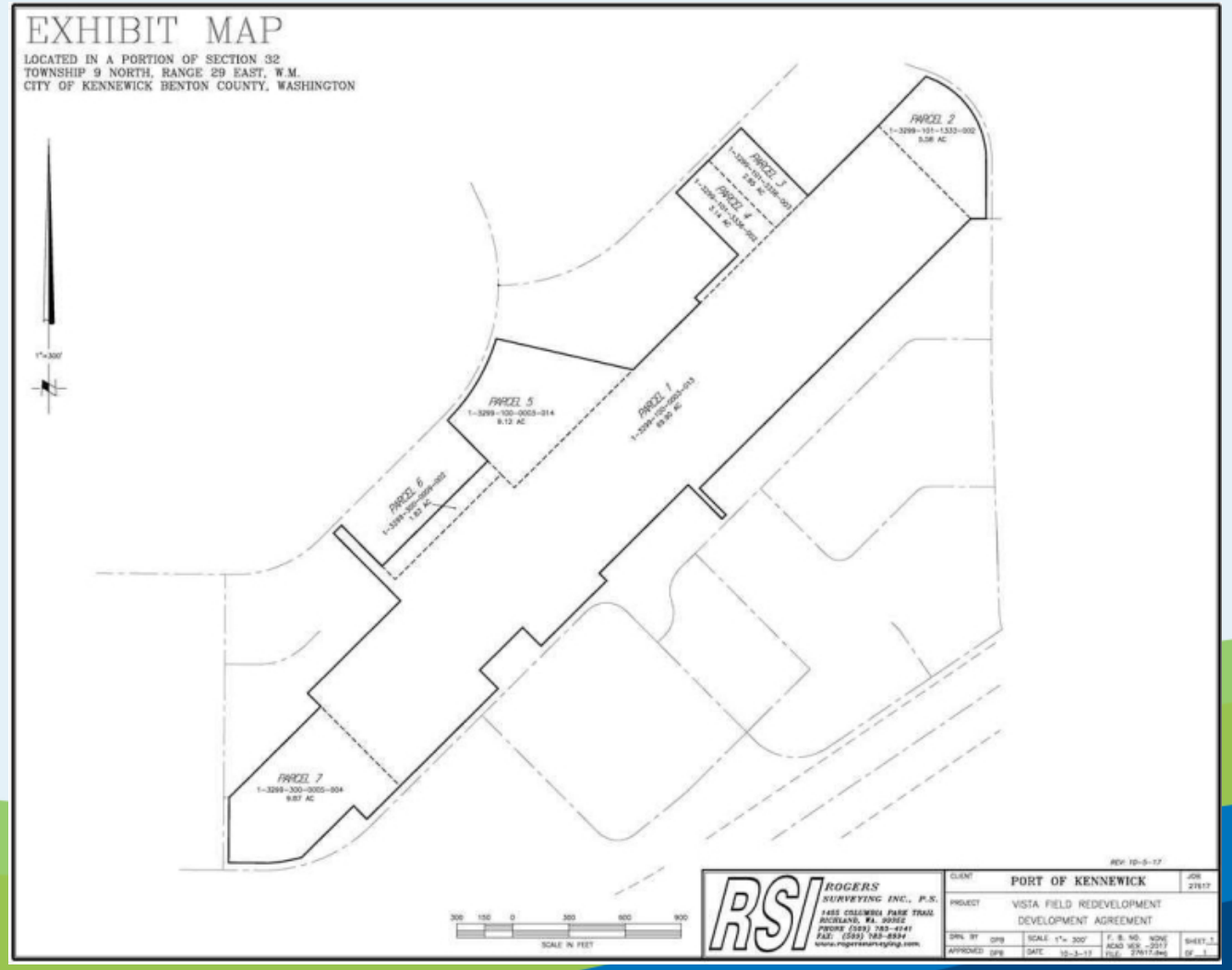
City Council Meeting

April 21, 2026

Summary

- The City of Kennewick and Port of Kennewick entered into the Vista Field Development Agreement on December 5, 2017.
- The Port of Kennewick requested to extend the agreement an additional 10 years.
- City staff reviewed the agreement and has proposed minor amendments to it regarding mitigation construction costs, street design for fire access and Fire Impact Fees.

Area Map


EXHIBIT MAP
LOCATED IN A PORTION OF SECTION 32
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK BENTON COUNTY, WASHINGTON
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
PARCEL 6
PARCEL 7
RSI
ROGERS SURVEYING INC., P.S.
PORT OF KENNEWICK
VISTA FIELD REDEVELOPMENT
DEVELOPMENT AGREEMENT

Transportation

The proposed amendment to Section 5 will ensure that the amount paid for mitigation is based on actual construction costs at the time of construction.

Design Specifications

The following is summary of proposed amendments to Section 7:

- Ensure the proper modeling is being used for the proposed street designs.
- Establish the design requirements for aerial fire apparatus roads.
- Change subsection numbers due to the added subsection.
- Establish new signage requirements for fire apparatus roads.
- Applicability of Fire Impact Fees to the Vista Field Area.

Analysis

- Pursuant to KMC 18.48.020 the City may enter into a Development Agreement.
- KMC 18.48.020(4) authorizes extensions of 1 to 10 years for Development Agreements.
- KMC 18.48.050, requires the Planning Commission to hold a public hearing and make a recommendation to the City Council on proposed development agreements and extensions.

Hearing Summary

- The Planning Commission held a public hearing on April 6, 2026.
- Staff recommended approval of the amendments and extension.
- A Port of Kennewick staff member spoke in favor of the proposed amendments and extension.
- The Planning Commission vote 5-0 to recommend approval of the amendments and extension.

Recommendation

The Planning Commission recommends that City Council approve to amend and extend the City of Kennewick and Port of Kennewick Vista Field Development Agreement.

Questions?

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

CITY OF KENNEWICK AND PORT OF KENNEWICK
VISTA FIELD DEVELOPMENT AGREEMENT
AMENDMENT AND EXTENSION

Public Hearing Date: April 6, 2026

Proposal: The City of Kennewick and Port of Kennewick Vista Field Development Agreement Amendment and Extension.

Agreement Parties: City of Kennewick and Port of Kennewick

Staff Contact: Steve Donovan, Planning Manager, AICP

Background:

The City of Kennewick and Port of Kennewick executed the original development agreement on December 5. 2017. The development agreement is valid for 10 years, or until December 5, 2027.

The reason for the development agreement is to develop the Vista Field Area pursuant to the agreement and vest to applicable laws/standards in effect at the time of adoption of the agreement. The term of the agreement shall be 10 years from the effective date.

The Port of Kennewick has requested an extension of the development agreement for an additional 10 years. Both the Port and the City of Kennewick have also proposed minor amendments to the agreement that provide updates to obligations that have been fulfilled and to provide clarity to specific design guidelines for certain infrastructure improvements. If approved the agreement will be valid until December 5, 2037.

Discussion and Analysis:

City staff reviewed the development agreement and determined that in addition to the requested extension, minor modifications needed to be made, based on completed infrastructure improvements and revised City Standards. Amendments are proposed in the following Sections:

- 5 – Transportation:

  Subsection 5.2 changes ensure that allocated payment percentage for improvements is based on the actual construction costs at the time of construction.

  Subsection 5.2.2, adding “the” at the beginning of the section.

- 7 – City of Kennewick Design Standards and Park and Fire Protection Facilities Impact Fees:

  Subsection 7.1.1 changes establish the design vehicles for the modeling of the street designs.

  Subsection 7.1.5 is a new section to establish design requirements for aerial fire apparatus roads.

The renumbering of Subsections 7.1.6-7.1.8, due to the added section.

Subsection 7.1.8 changes establish new signage requirements for fire apparatus access roads.

Subsection 7.3 change discusses the applicability of fire impact fees to the Vista Field Area.

Modifications can be made to the agreement if the City believes there is a threat to public health, safety, environmental impacts or requirements of state or federal regulations.

Any of the parties can apply for amendments to the agreement.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapter 18.48 – Development Agreements

Findings of Fact:

1. The development agreement is between the City of Kennewick and the Port of Kennewick.
2. The development agreement shall be valid for an additional 10 years, until December 5. 2037.
3. The development agreement is needed to ensure that applicable development regulations and improvements agreed upon are met.
4. Amendment to subsection 5.2 will ensure proper payment for traffic mitigation.
5. Amendment to subsection 5.2.2 is a grammatical correction.
6. Amendment to subsection 7.1.1 is to ensure that proper street design modeling is used.
7. Amendment to subsection 7.1.5 establishes design requirements for aerial fire apparatus roads.
8. Amendment to subsection 7.1.8 establishes signage for fire apparatus access roads.
9. Amendment to subsection 7.3 allows for the creation of a fire impact fee for the Vista Field Area if necessary.
10. Any of the parties may apply for amendments to the agreement.

Conclusions of Law:

1. The City of Kennewick can enter into a development agreement pursuant to KMC Section 18.48.020.
2. The Planning Commission has the authority to make a recommendation to the City Council pursuit to KMC Section 18.48.050.

Staff Recommendation:

Based on the above analysis of this request, staff recommend the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request to amend and extend the City of Kennewick and Port of Kennewick Vista Field Development Agreement.

Exhibits:

1. Staff Report

2. Proposed Development Agreement

AFTER RECORDING RETURN TO:
City of Kennewick
210 W. 6th Avenue
Kennewick WA 99336
Attn: City Clerk

CITY OF KENNEWICK AND PORT OF KENNEWICK

VISTA FIELD DEVELOPMENT AGREEMENT

Abbreviated Legal Description:
Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;
Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;
Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;
Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;
Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND
Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;
RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

Tax Parcel Identification Numbers:
Benton County Assessor's Tax Parcels:
1-3299-100-0003-013
1-3299-101-1333-002
1-3299-101-3336-003
1-3299-101-3336-002
1-3299-100-0003-014
1-3299-300-0009-002
1-3299-300-0005-004

FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

TABLE OF CONTENTS

Page

1. DEVELOPMENT AGREEMENT 1
2. VISTA FIELD PROPERTY 1
3. RECITALS AND FINDINGS 1
4. VISTA FIELD MASTER PLAN AND ZONING 1
   - 4.1 Approval of Vista Field Master Plan and Map 1
   - 4.2 Urban Mixed Use Zoning Ordinance 1
5. TRANSPORTATION 2
   - 5.1 Vista Field Roadway Design Criteria Element 2
   - 5.2 Transportation System Impacts and Mitigation 2
6. UTILITIES 3
   - 6.1 Stormwater System Improvements 3
   - 6.2 Sewer System Improvements 3
   - 6.3 Water System Improvements 3
7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK IMPACT FEES. 3
   - 7.1 Street & Access Design 4
   - 7.2 Park Impact Fees 4
   - 7.3 Fire Protection Facilities Impact Fees 4
8. VESTING 4
   - 8.1 Effect of Development Agreement on Subsequent Development Regulations 4
   - 8.2 Vested Rights 4
   - 8.3 Exception to Vesting/Serious Threat to Public Health 5
9. AGREEMENT TERM AND EFFECTIVE DATE 5
10. MINOR PLAN MODIFICATIONS 5
11. GENERAL PROVISIONS 5
   - 11.1 Default 5
   - 11.2 Extension of Time for Performance 5
   - 11.3 Governing Law, Remedies and Venue 6
   - 11.4 Dispute Resolution 6
   - 11.5 Construction 6
   - 11.6 Complete Agreement and Conflicts 6
   - 11.7 Waiver and Severability 7
   - 11.8 Binding Effect 7

11.9 Cooperation 7
11.10 Transfer or Assignment 7
11.11 Effect of Development Agreement on City Rates and Fees 8
11.12 No Public Official Liability 8
11.13 Notices 8
11.14 Warranty of Authority 8

EXHIBITS TO THIS AGREEMENT

Exhibit A: Vista Field Property Legal Description
Exhibit B: Vista Field Property Parcel Map
Exhibit C: Vista Field Master Plan 2017
Exhibit D: Vista Field Master Plan - Layout
Exhibit E: Vista Field Roadway Design Criteria Elements
Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
Exhibit G: Fire Lane Access Intersection Triangle Example

City of Kennewick and Port of Kennewick
VISTA FIELD DEVELOPMENT AGREEMENT

1. DEVELOPMENT AGREEMENT. **THIS VISTA FIELD DEVELOPMENT AGREEMENT ("Agreement")** is entered between the City of Kennewick, Washington, a Washington municipal corporation ("City") and the Port of Kennewick, a Washington municipal corporation ("Port"). The City and Port are each a "Party," and collectively the "Parties" to this Agreement. The Parties agree as follows.

2. VISTA FIELD PROPERTY. This Agreement applies to the Vista Field Redevelopment Area (the, "Property"). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 **Approval of Vista Field Master Plan and Map**. The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance**. Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

5. TRANSPORTATION.

5.1 **Vista Field Roadway Design Criteria Element**. Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 **Transportation System Impacts and Mitigation**. The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Allocated percentage shall be based on actual construction costs at time of construction. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.4 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.5 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young

Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

6. UTILITIES

6.1 **Stormwater System Improvements**. The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 **Sewer System Improvements**. The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 **Water System Improvements**. The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES IMPACT FEES.

7.1 **Street and Access Design**. The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the "errant truck." The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a "fire truck staging location" as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Where the vertical distance between the grade plane and the highest roof

surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

7.1.65 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.76 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.87 The non-City alleys function as fire apparatus access roads ~~lane access routes~~ with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road requirement. "No Parking Fire Lane" signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. "No Parking Fire Lane" signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5. ~~Signage at the point of connection with City rights of way is deemed sufficient signage at the time of initial approval, however the City Fire Department reserves the rights to revisit the fire lane access route signage if parking within the alley has been demonstrated to pose ongoing emergency vehicle circulation concerns.~~

7.2 **Park Impact Fees.** The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees**. The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

8. VESTING.

8.1 **Effect of Development Agreement on Subsequent Development Regulations**. Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 **Vested Rights**. All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E,

F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health**. In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

9. AGREEMENT TERM AND EFFECTIVE DATE. This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement, following the effective date of the City Ordinance approving this Agreement (the "Effective Date"). The Agreement term shall commence on the Effective Date and extend for ten (10) years (the "Agreement Term"). The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

10. MINOR PLAN MODIFICATIONS. The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

11. GENERAL PROVISIONS.

11.1 **Default**. In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance**. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods , earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for

such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 **Governing Law, Remedies and Venue**. This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **Dispute Resolution**. The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 Mediation. Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 Arbitration. Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction**. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 **Complete Agreement and Conflicts**. This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the

Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 **Waiver and Severability**. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 **Binding Effect**. This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation**. Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

11.10 **Transfer or Assignment**.

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port’s obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be

deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 **Effect of Development Agreement on City Rates and Fees**. Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability**. No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 **Notices**. Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

Port: Chief Executive Officer
350 Clover Island Drive, Suite 200
Kennewick WA 99336

City: City Manager
210 W. 6th Avenue
Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

11.14 **Warranty of Authority**.

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the below dates.

CITY OF KENNEWICK

Jason McShane, Mayor

DATE:_____

Attest:

City Clerk
Approved as to form:

City Attorney

PORT OF KENNEWICK

Ken Hohenberg, Port Commission President

DATE:_____

EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION

PARCEL 1
REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00°05'15" EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°54'25" WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°11'01" WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE; THENCE SOUTH 45°11'04" WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 45°11'04" WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 44°48'56" EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 45°11'04" WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 44°48'56" EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH 45°11'04" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT; THENCE NORTH 44°48'56" WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT, SAID POINT BEING ON THE

SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11'04" EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND TRACT "B" OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 45°11'04" EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B" TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48'56" EAST, 101.21 FEET; THENCE NORTH 45°11'04" EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11'04" EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48'56" EAST, 700.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

PARCEL 2
LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333.
CONTAINS 5.58 ACRES.

PARCEL 3
LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 2.85 ACRES

PARCEL 4
LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 3.14 ACRES

PARCEL 5
THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11'04" WEST, 700.00 FEET; THENCE NORTH 44°48'56" WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT "B" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" AND TRACT "A" OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49'51" WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32'17" TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09'13" EAST (SOUTH 77°09'37" EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48'56"EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING.
CONTAINS 9.12 ACRES.

PARCEL 6
TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48'56" EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11'04" EAST 797.11 FEET. THENCE SOUTH 44°48'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11'04" WEST 797.11 FEET. THENCE NORTH 44°48'56" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.
CONTAINS 1.83 ACRES.

PARCEL 7
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST

DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16’47” EAST 30.00 FEET; THENCE NORTH 0°28’48” EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°28’48” EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11’04” EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48’56” EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48’56” WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11’04” WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48’56” WEST 100.00 FEET; THENCE SOUTH 45°11’04” WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29’00” WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16’47” WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 9.87 ACRES.

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP

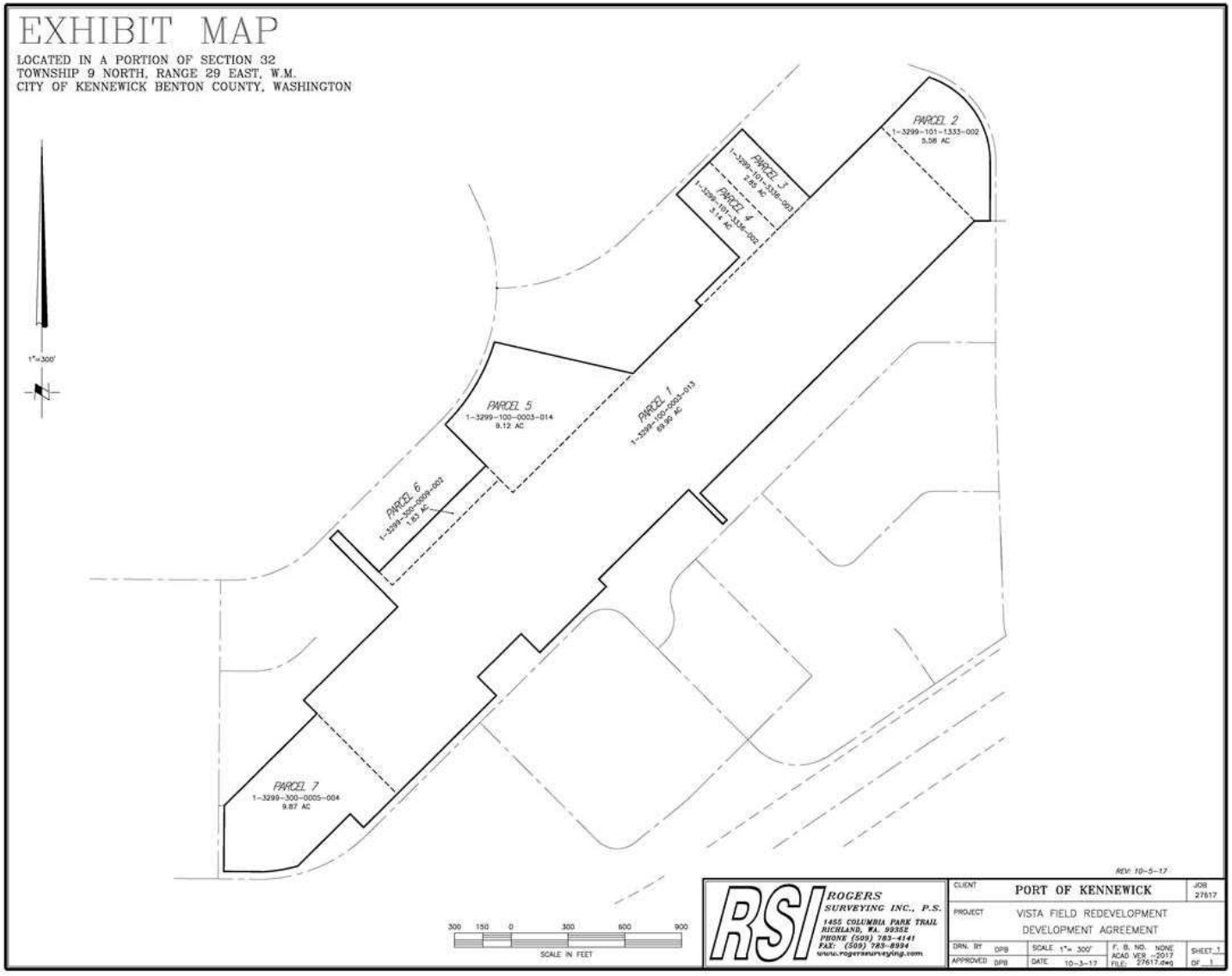
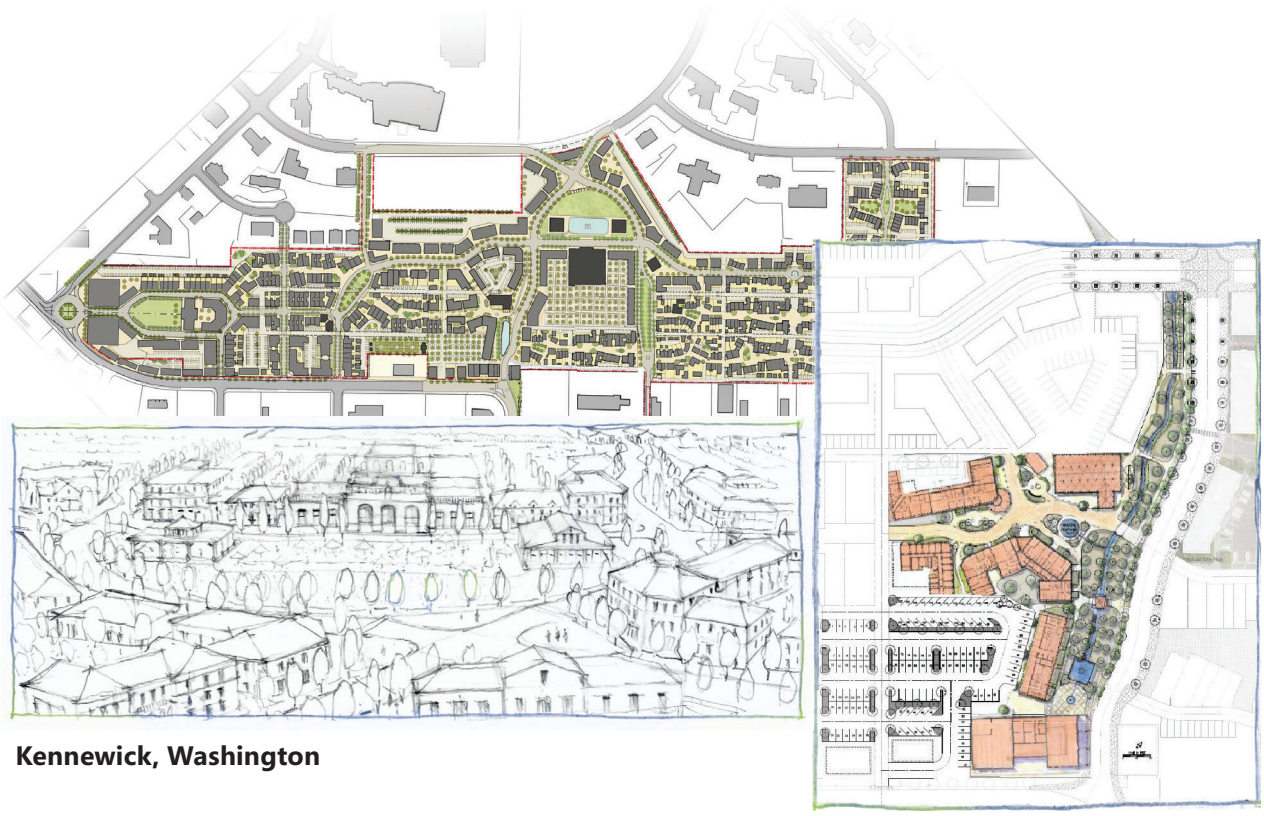


Exhibit C

VISTA FIELD
REDEVELOPMENT MASTER PLAN 2017

An opportunity initiated by the Port of Kennewick in collaboration with the City of Kennewick and guided by the citizens of the Tri-Cities.

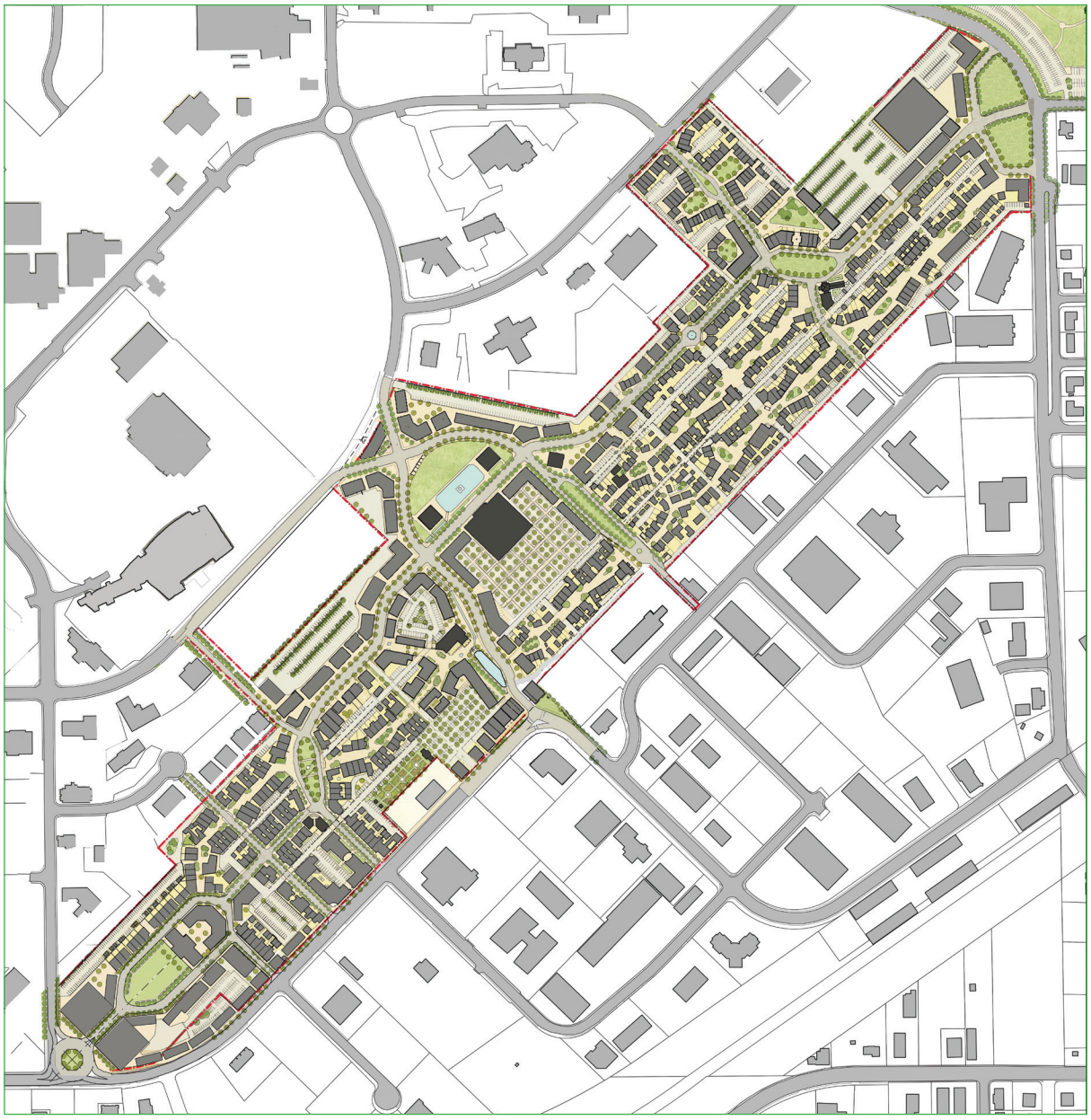


Kennewick, Washington

Prepared in partnership with
Duany Plater-Zyberk & Company
(Architects and Town Planners)

October 6, 2017

ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

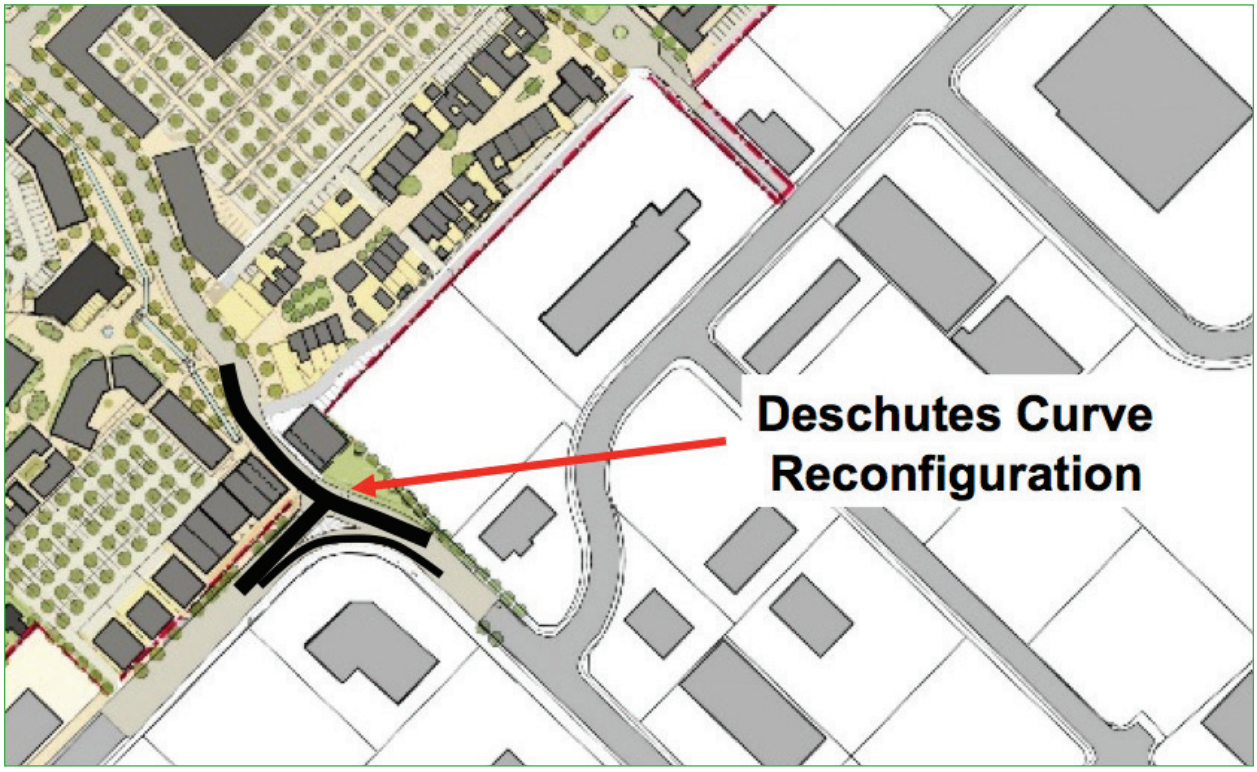


Vista Field Full-Site Redevelopment Plan

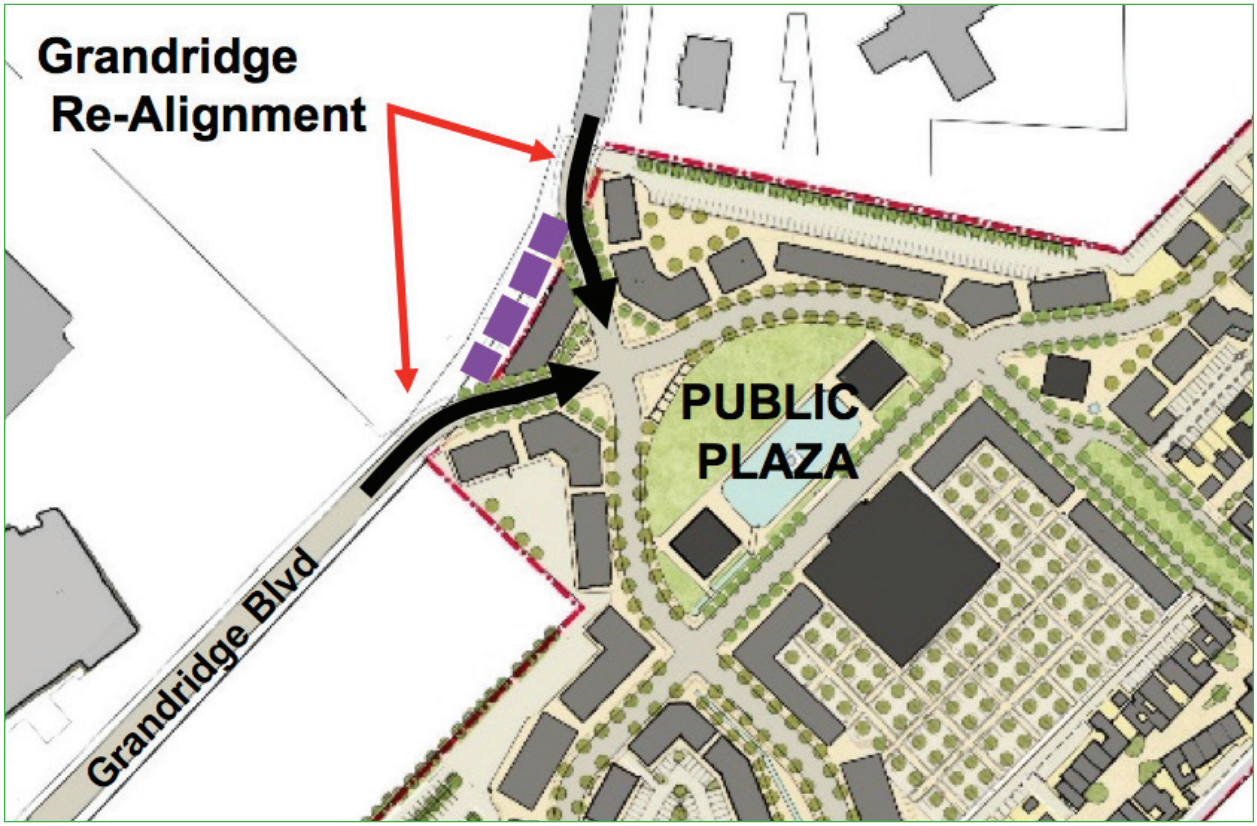
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



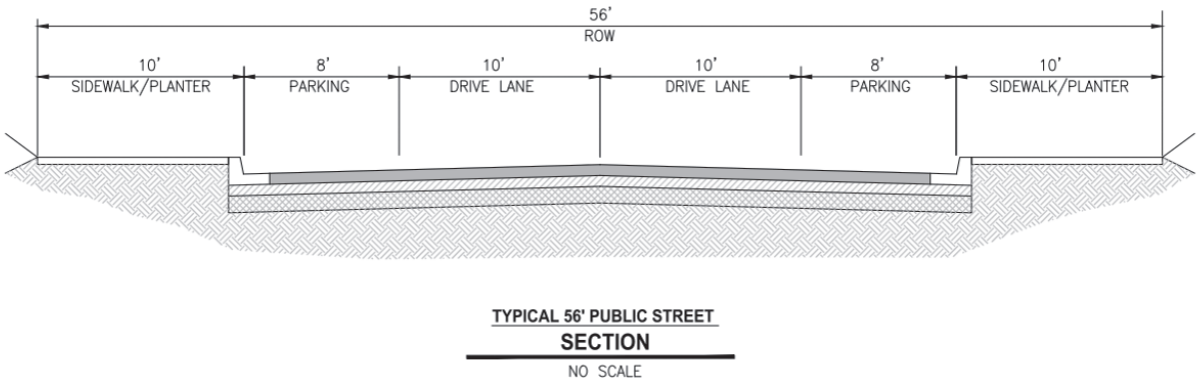
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



STREET DESIGN STANDARDS

A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

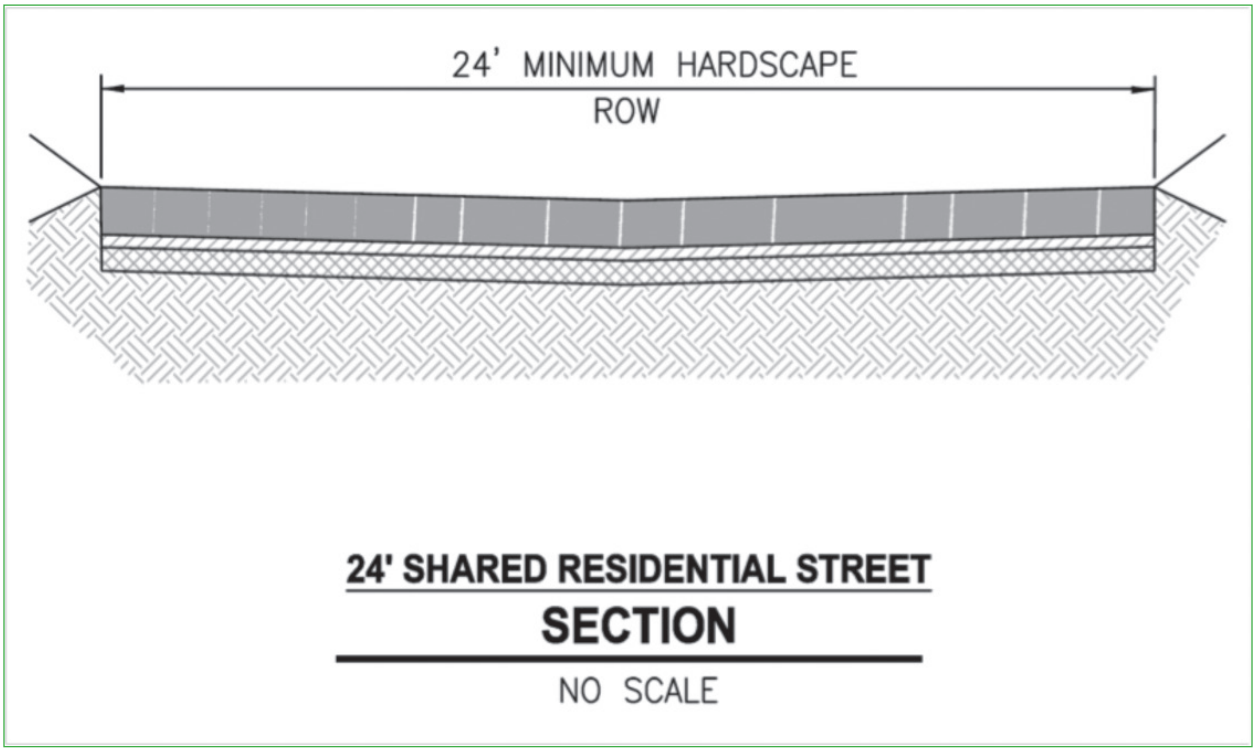
Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.



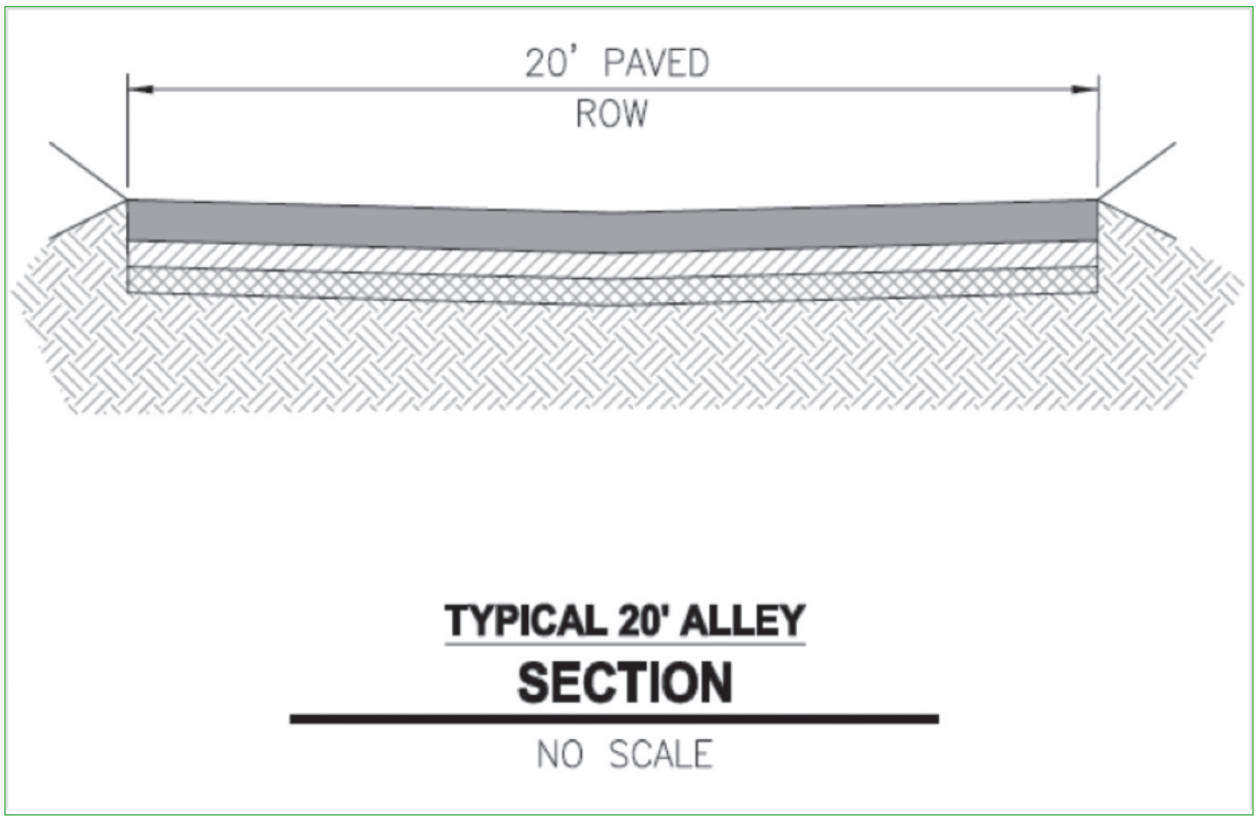
TYPICAL 56' PUBLIC STREET
SECTION
NO SCALE

Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.

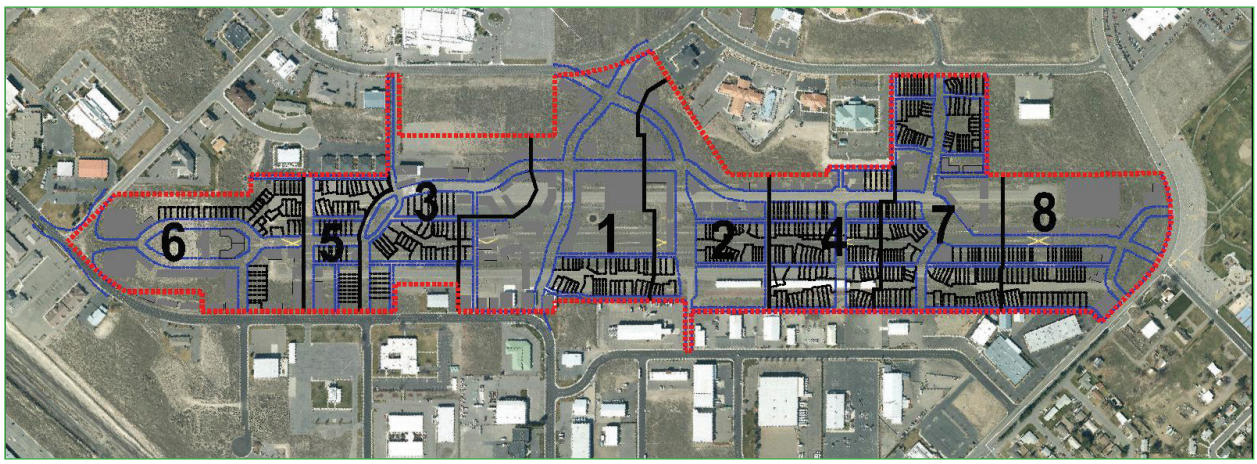


IMPLEMENTATION STRATEGIES

PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	*Phase 2*	*Phase 3*	*Phase 4*	*Phase 5*	*Phase 6*	*Phase 7*	*Phase 8*	*TOTAL*		
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495	Units	*1*
Residential Condo	50	20	10	15	25	50	50	30	250	Units	*2*
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350	Units	*2*
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000	SF	*1*
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000	SF	*2*
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000	SF	*2*
Dwelling Units	170	120	115	120	65	185	185	135	**1,095**	Units	
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	**600,000**	SF	
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000	SF	
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000	SF	*3*
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000	SF	
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000	SF	
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000	SF	*4*
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000	SF	
Educational	25,000	0	0	0	0	20,000	0	0	45,000	SF	
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	**740,000**	SF	
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	**2,330,000**	SF	
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	**273,000**	SF	

SUMMARY

Total Residential Units **1,095** **Dwelling Units** of which **495** are **Single Family Dwelling Units**

Total Multi-Family Buildings **600,000** **sq.ft.** **600** **Multi-Family Dwelling Units**

Total Commercial/Institutional (SF) **740,000** **sq.ft.**

Total Mixed Use Buildings **1,340,000** **sq.ft.**

Total Park **273,000** **sq.ft. or** **6.3** ***Acres*** *(does not include other open space plazas, community gardens, etc.)*

Notes:

1 Average 2,000 sq. ft.

2 Average 1,000 sq. ft.

3 Average 3,000 sq. ft.

4 30,000 sq. ft. footprint plus mezzanine

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT

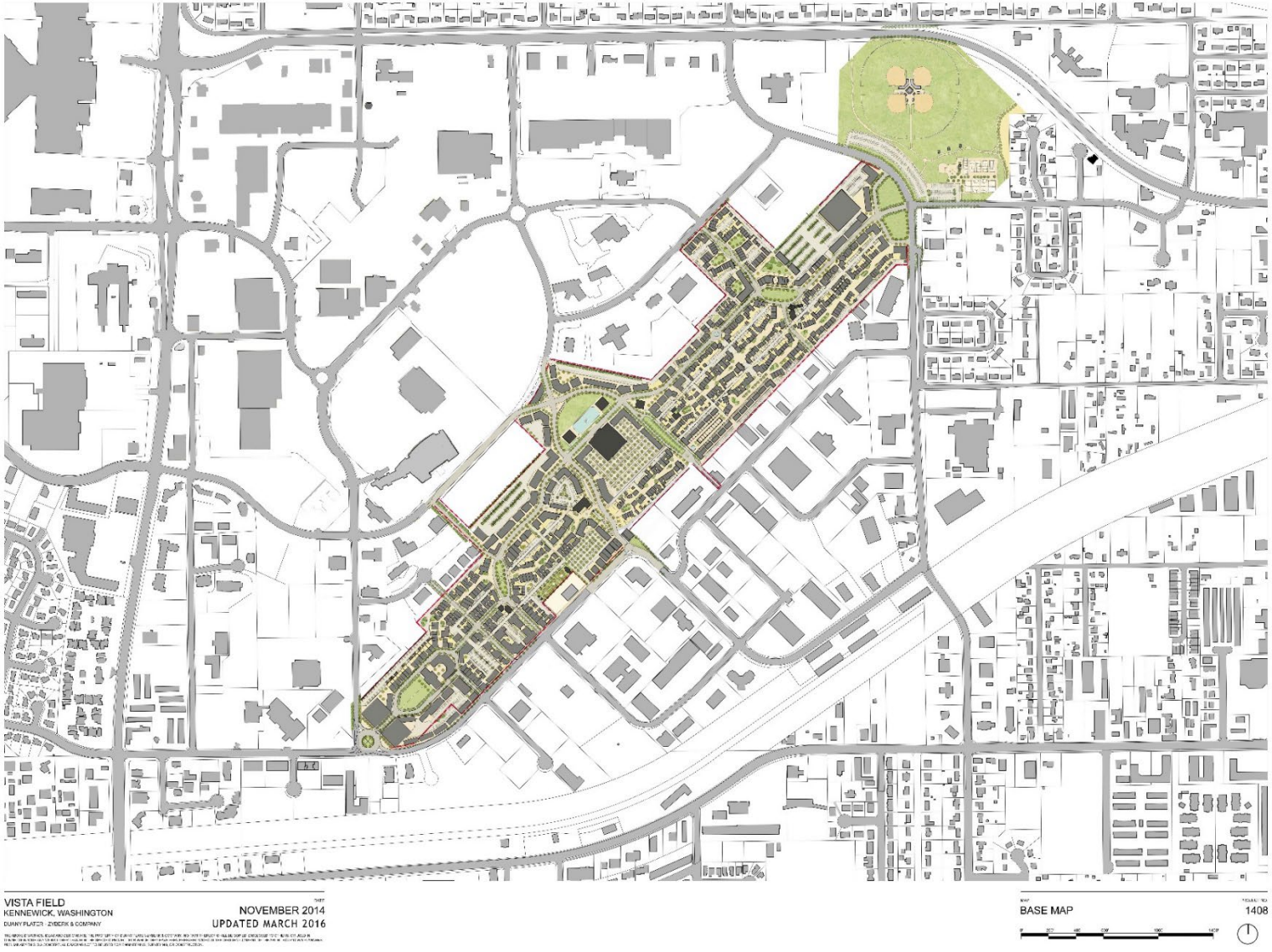


EXHIBIT E

Vista Field Roadway Design Criteria Elements

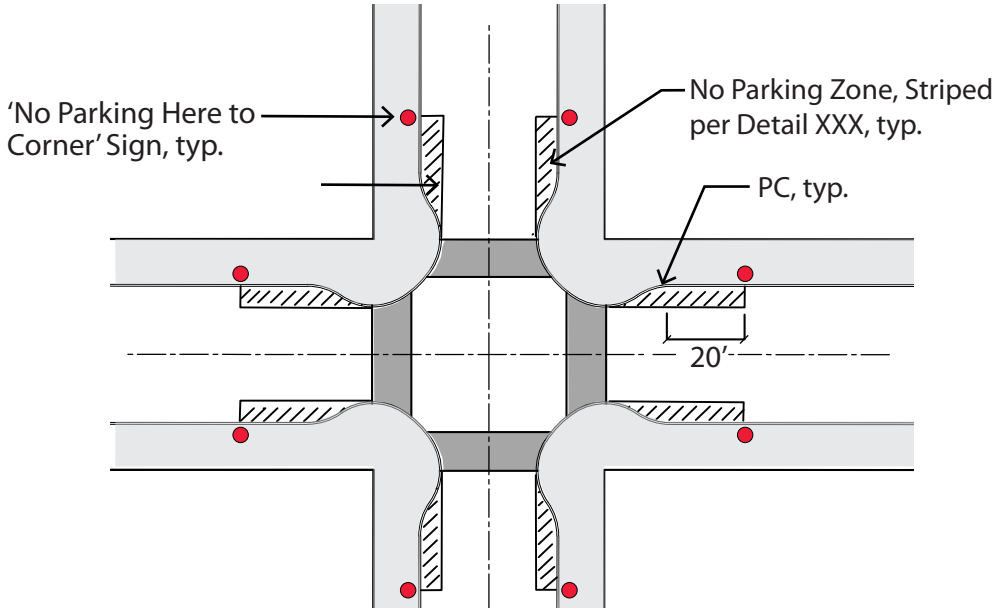
Street Types	
Commercial Street	36’ curb to curb, (2) 10’ lanes, (2) 8’ parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20’ minimum
Private Alley	20’ minimum.
Variants – i.e. one-way and median	2’ minimum width, 12’ lanes/8’ parking/8’ Grasscrete, bike lanes to be Sharrows
Lane Widths	10’ minimum, 11’ minimum adjacent to a curb
Parking Lane width	8’ typical, 7’ minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10’ minimum width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5’ from face of curb with 4’ square tree wells space accordingly (approximately 30’ on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5’ total pole height
Spacing	120’ (60’ staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
Curb Returns	15’ typical, 5’ minimum
Driveway Types Allowed	Special design details encompassing the 10’ sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) “Curb Tight Sidewalk Dropback Driveway”
Intersection & Commercial D/W Spacing	155’ typical, 105’ minimum. Propose using 75’ spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Intersection Visibility & Restrictions	Intersection of (2) City rights of way – Parking restricted with 20’ of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115’ vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
Speed Limits	20 MPH. Set sight distance and spacing accordingly.

EXHIBIT E

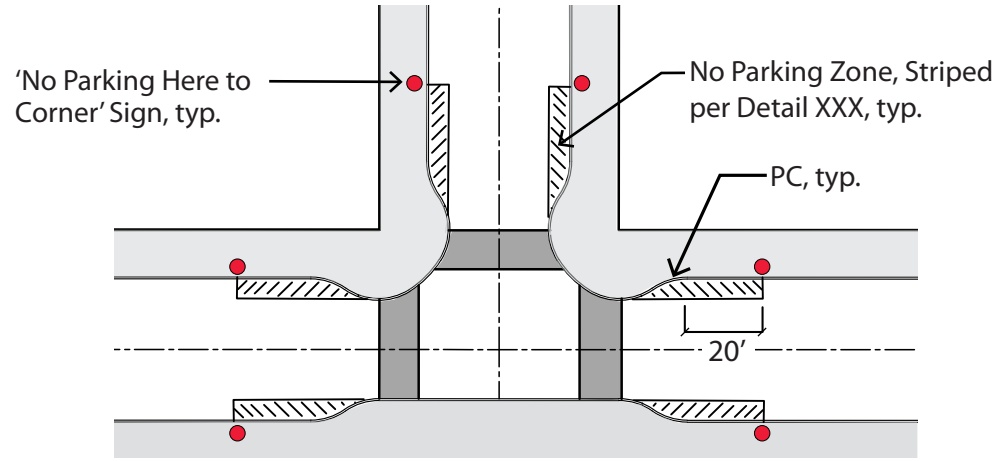
Vista Field Roadway Design Criteria Elements

Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall

EXHIBIT E

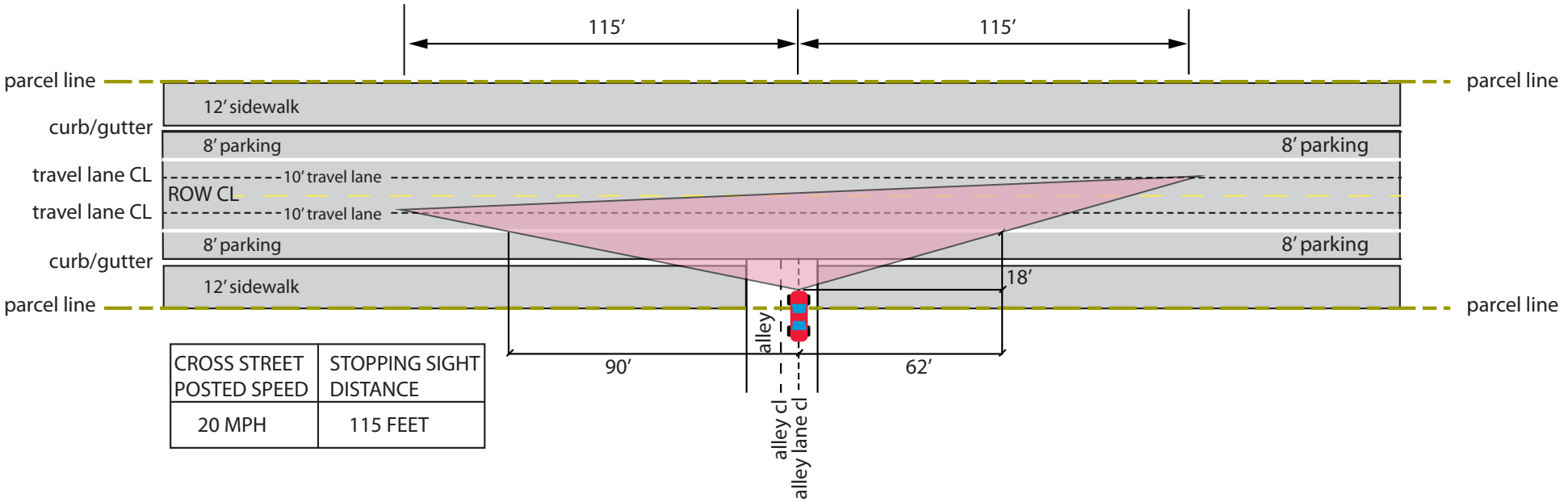


20' No Parking Setback from PC per COK



	VISTA FIELD CURB BULB WITH NO PARKING SETBACK ENGINEERING DEPARTMENT	DATE 10/25 DWN DCS REV X/XX CHK LWP SCALE NTS	DWG. NO. FIG 1

EXHIBIT E



CROSS STREET POSTED SPEED	STOPPING SIGHT DISTANCE
20 MPH	115 FEET

VISTA FIELD

CLEAR SIGHT TRIANGLE

ENGINEERING DEPARTMENT

DATE	10/25
DWN	DCS
REV	X/XX
CHK	LWP
SCALE	NTS

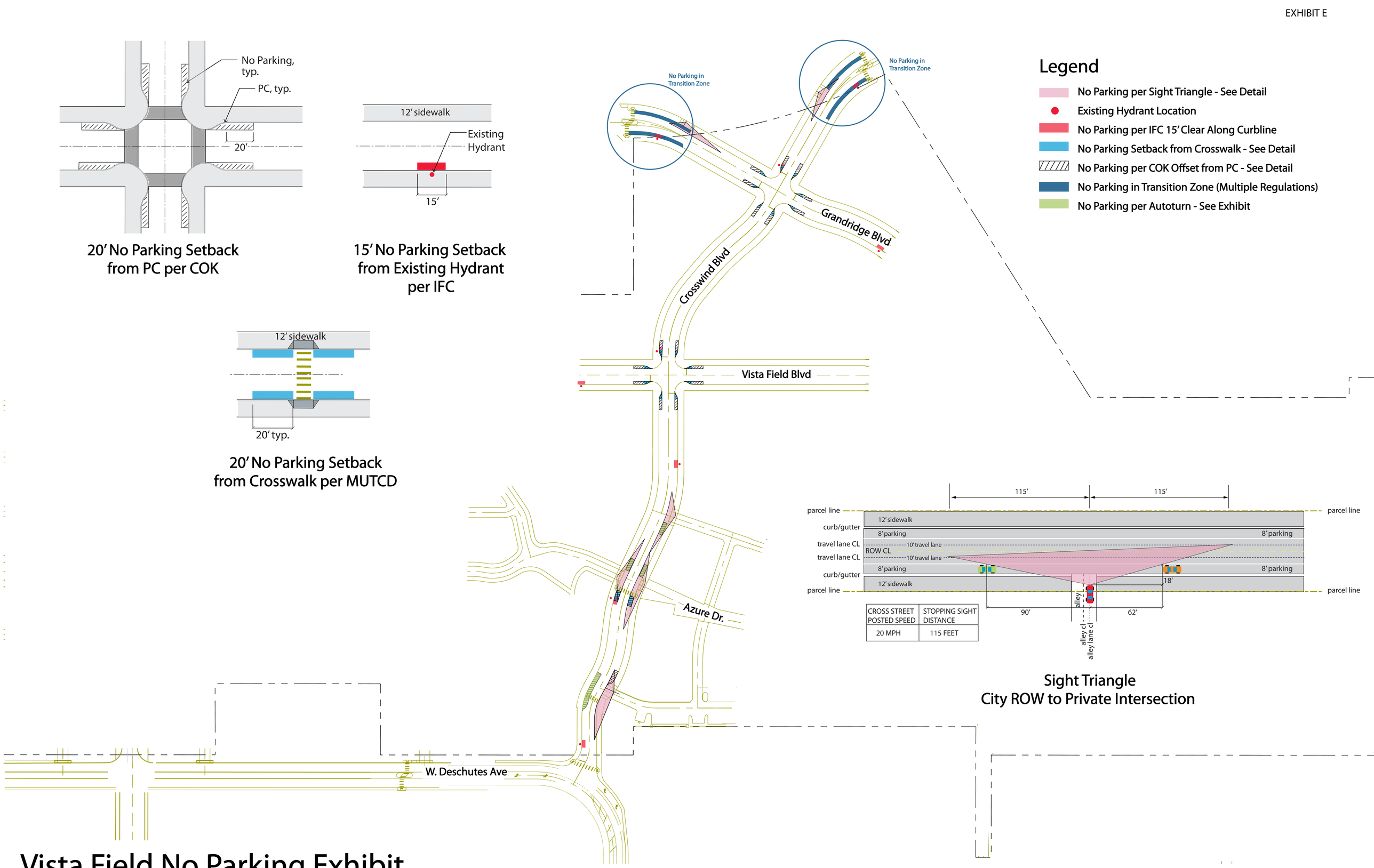
DWG. NO.

FIG 2

20' No Parking Setback from PC per COK

15' No Parking Setback from Existing Hydrant per IFC

20' No Parking Setback from Crosswalk per MUTCD



Legend

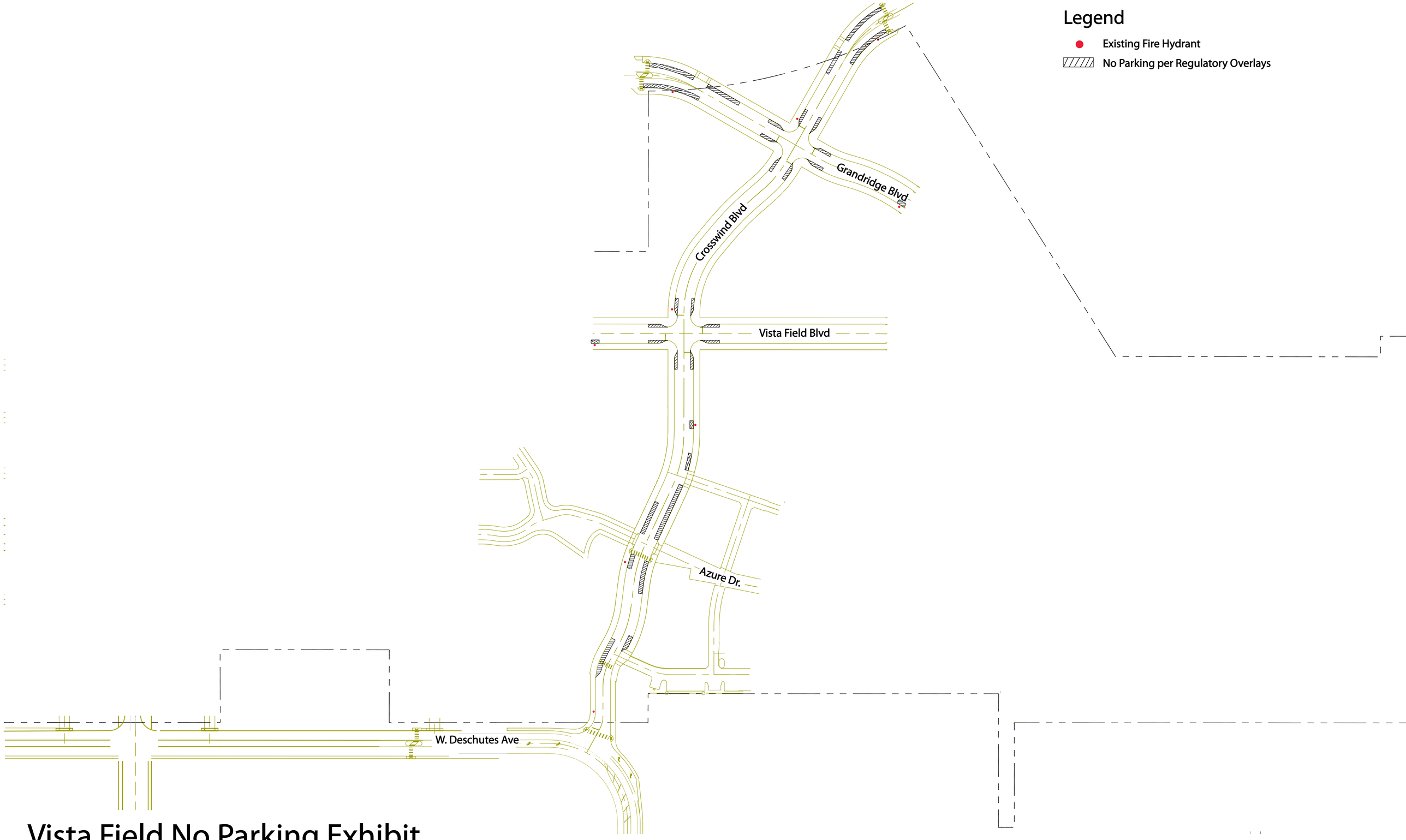
- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autoturn - See Exhibit

CROSS STREET POSTED SPEED	STOPPING SIGHT DISTANCE
20 MPH	115 FEET

Sight Triangle
City ROW to Private Intersection

Vista Field No Parking Exhibit
Regulatory Restrictions

1/15/26

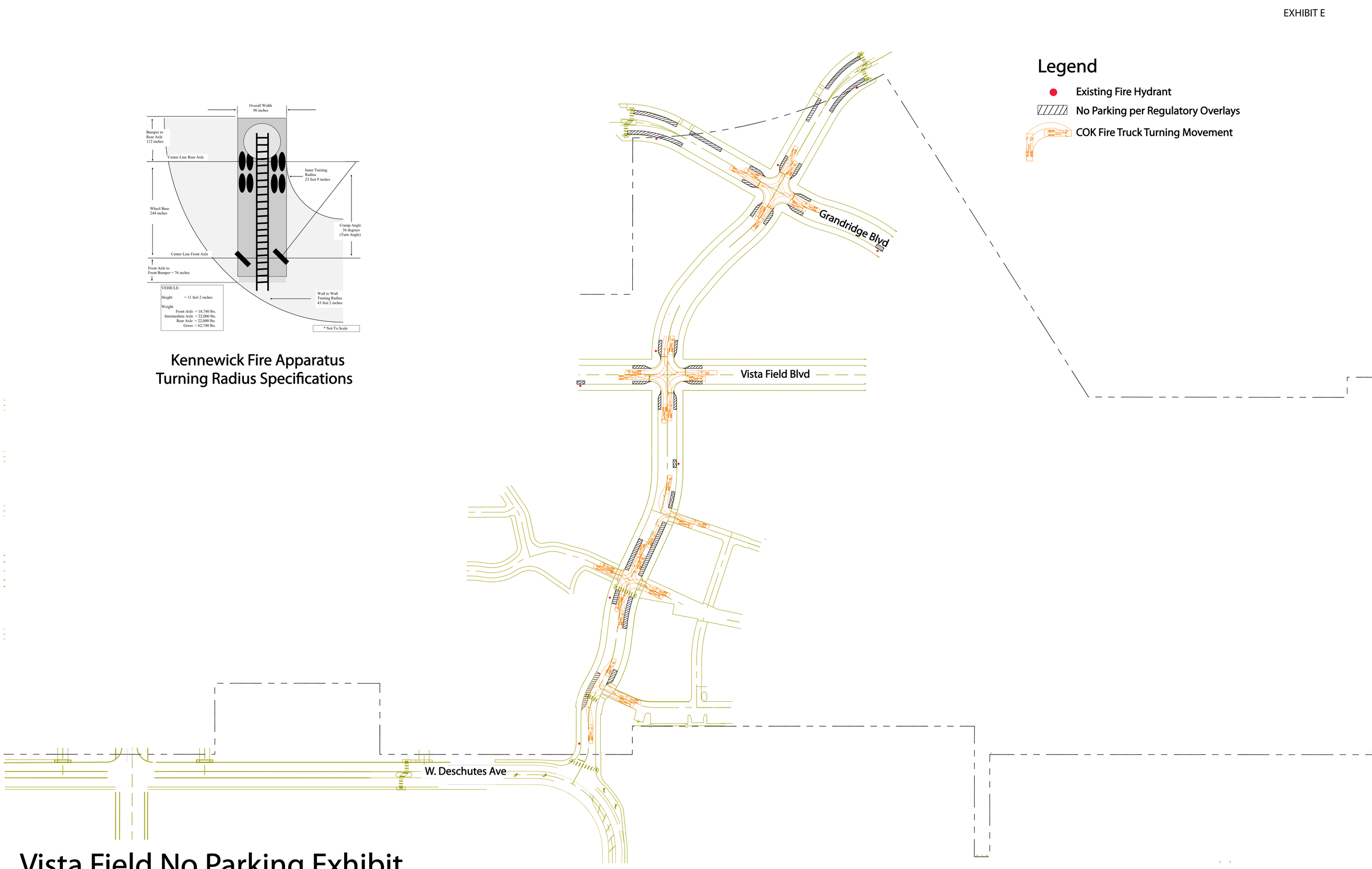


Vista Field No Parking Exhibit

No Parking Areas

1/15/26

Kennewick Fire Apparatus Turning Radius Specifications



Legend

- Existing Fire Hydrant
- No Parking per Regulatory Overlays
- COK Fire Truck Turning Movement

Vista Field No Parking Exhibit

Fire Truck Turning Movements

1/15/26

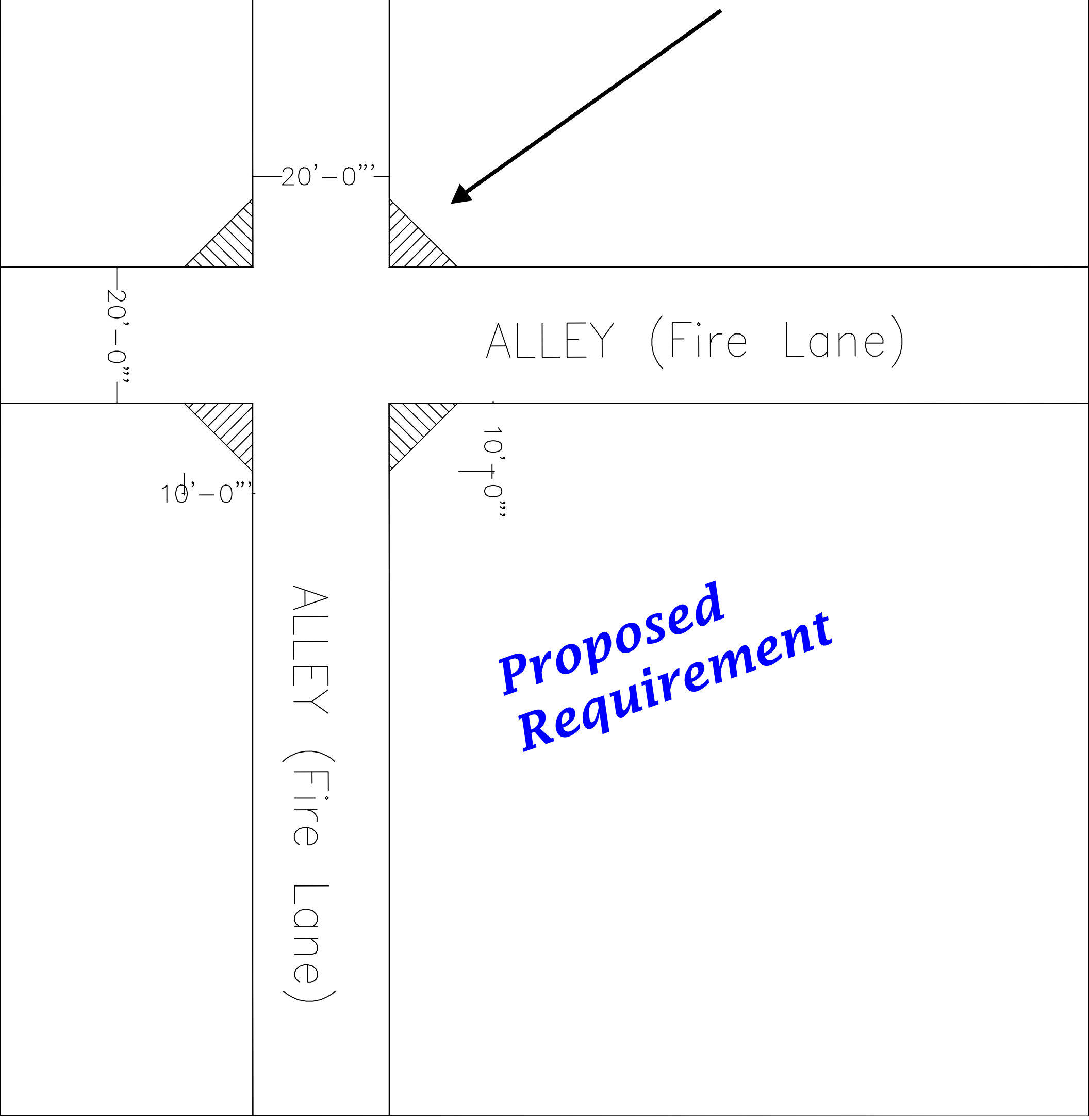
VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026)

Cost Allocation Percentages & ROM Cost Estimates

(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

		2035 Volumes			2035 Operations				Mitigation			Estimated Total Mitigation Cost ($)	AGREEDED MITIGATION FACTORS		Currently (2016) TIF Eligible
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations			Port of Kennewick (%)	Port of Kennewick ($)	
Phase 1															
6	**Columbia Center Boulevard & Grandridge Boulevard**														
	IMPROVEMENTS COMPLETED 2024 (POK shared Paid)														
10	**Colorado Street & Grandridge Boulevard**	**901**	**1365**	**34.0%**											
	Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in/right-out	A	9				
	Westbound	234	496	**52.8%**	A	8	A	8	only but allow east-west left and right-turns by placing	A	8	$65,000	55%	$35,750	Yes
	Northbound	216	216	0.0%	E	44	**F**	**>300**	curb along Grandridge Blvd.	B	11				
	Southbound	126	126	0.0%	C	15	E	38	-Striping/C-curb	B	13				
23	**Edison Street & Canal Drive**	**4581**	**5015**	**8.7%**	**D**	**48**	**E**	**58**		**D**	**39**				
	Eastbound	1143	1328	**13.9%**	C	34	**E**	**57**	-Add a second eastbound left-turn lane	D	40				
	Westbound	787	834	5.6%	C	25	D	36	-Add a southbound right-turn lane	C	34	$1,708,000	25%	$427,000	No
	Northbound	920	981	6.2%	E	61	E	76	-Signal modification	D	45				
	Southbound	1731	1872	7.5%	E	61	E	58		D	38				
New Intersection - Deschutes & Hangar area															
	Eastbound	Intersection was not included as a study area intersection so volumes were not developed.			Intersection was not included as a study area intersection so operations results were not calculated.				-New intersection with all-way stop control and eastbound right-turn bypass lane.			$780,000	**100.0%**	$780,000	No
	Northbound														
	Southbound														
Note: Movements highlighted in yellow with text in red and bold exceed City LOS thresholds									Subtotal Costs - Teir 1 (TIF Eligible)			$1,773,000		$462,750	
									Subtotal Costs - Teir 1 (Non-TIF Eligible)			$780,000		$780,000	
									Subtotal Costs - Teir 1 (Total)			$2,553,000		$1,242,750	

FIRE LANE ACCESS EASEMENT



Proposed Requirement

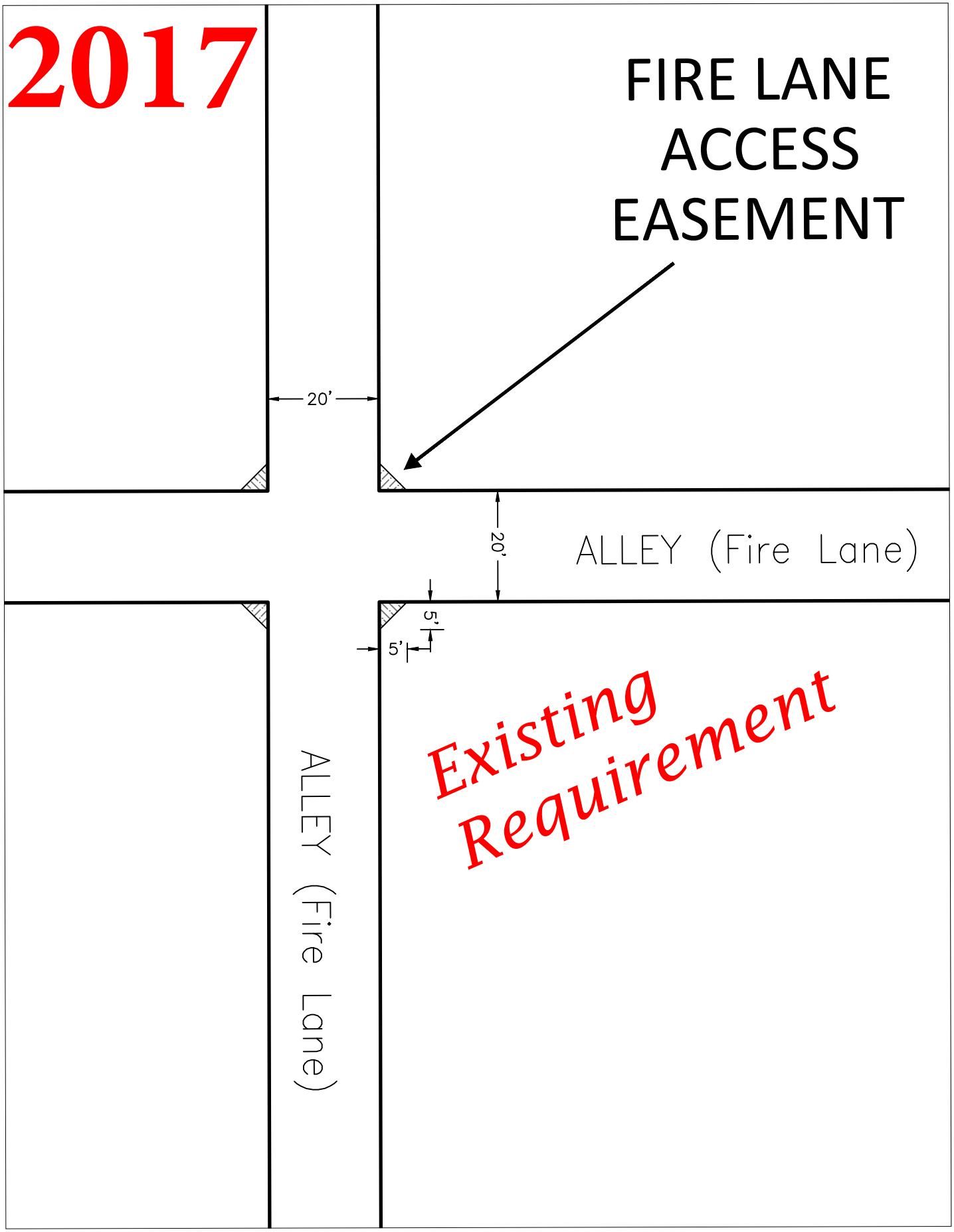

2017
FIRE LANE ACCESS EASEMENT
20'
20'
ALLEY (Fire Lane)
5'
5'
ALLEY (Fire Lane)
Existing Requirement

Exhibit F

		2035 Volumes			2035 Operations				Mitigation			Estimated Total Mitigation Cost ($)	AGREEDED MITIGATION FACTORS		Currently (2016) TIF Eligible
		No Build	Build	% Difference	No Build		Build		Mitigation	2035 Operations			Port of Kennewick (%)	Port of Kennewick ($)	
Phase 2															
4	**Columbia Center Boulevard & Quinault Avenue**	**5124**	**5669**	**9.6%**	**D**	**47**	**E**	**57**							
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.			$1,794,000	0%	$0	Yes
	Westbound	626	756	17.2%	D	46	E	58							
	Northbound	1693	1872	9.6%	D	40	D	49							
	Southbound	1913	2101	8.9%	D	42	E	57							
7	**Columbia Center Boulevard & Deschutes Avenue**	**4395**	**4840**	**9.2%**	**C**	**30**	**D**	**40**		**C**	**34**				
	Eastbound	526	564	6.7%	C	34	D	49	-Add a second WB left-turn lane	C	30	$1,696,000	25%	$424,000	Yes
	Westbound	653	853	**23.4%**	E	69	F	92	-Add a WB right-turn lane	E	60				
	Northbound	1568	1691	7.3%	C	21	C	20		C	20				
	Southbound	1648	1732	4.8%	C	23	C	30		C	33				
14	**Young Street & Deschutes Avenue**	**901**	**1349**	**33.2%**			**A**	**7**		**A**	**7**				
	Eastbound	288	443	35.0%	A	8	A	7	-Install a roundabout	A	7	$650,000	100%	$650,000	No
	Westbound	376	386	2.6%	na	na	A	6		A	6				
	Southbound	237	310	23.5%	C	17	A	10		A	10				
	Southwestbound	0	210	100.0%	na	na	A	7		A	7				
18	**Kellogg Street & Quinault Avenue**	**1479**	**1821**	**18.8%**			**B**	**13**		**A**	**10**				
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal	B	11	$390,000	75%	$292,500	No
	Westbound	162	303	46.5%	F	87	C	27		A	10				
	Northbound	674	643	-4.8%	na	na	A	6		B	10				
	Southbound	643	602	-6.8%	A	10	A	6		A	9				
19	**Kellogg Street & Metaline Avenue**	**1240**	**1519**	**18.4%**						**A**	**7**				
	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal	B	12	$390,000	75%	$292,500	No
	Westbound	105	199	47.2%	D	26	F	80		A	10				
	Northbound	534	572	6.6%	A	9	A	9		A	6				
	Southbound	560	707	20.8%	A	9	A	10		A	6				
20	**Kellogg Street & Deschutes Avenue**	**1684**	**2141**	**21.3%**						**C**	**27**				
	Eastbound	410	529	**22.5%**	F	52	F	242	-Install a signal	D	48	$1,125,000	75%	$843,750	No
	Northbound	569	771	26.2%	B	10	B	12		B	12				
	Southbound	705	841	16.2%	na	na	na	na		C	28				
21	**Kellogg Street & Clearwater Avenue**	**3678**	**4092**	**10.1%**	**C**	**33**	**D**	**44**		**C**	**33**				
	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane	C	29	$848,000	20%	$169,600	Yes
	Westbound	1233	1318	6.4%	C	32	D	37	-Signal modification	D	37				
	Northbound	348	404	13.9%	D	40	E	68		C	34				
	Southbound	1049	1304	**19.6%**	D	46	E	55		C	32				
24	**Edison Street & Metaline Avenue**	**1806**	**2023**	**10.7%**											
	Eastbound	100	223	**55.2%**	D	26	F	114	-Add a refuge area for left-turns from Edison St.	C	25	$26,000	55%	$14,300	No
	Northbound	725	772	6.1%	B	11	B	12		B	12				
	Southbound	981	1028	4.6%	na	na	na	na		na	na				

Subtotal Costs - Teir 2 (TIF Eligible)	$4,338,000		$593,600
Subtotal Costs - Teir 2 (Non-TIF Eligible)	$2,581,000		$2,093,050
Subtotal Costs - Teir 2 (Total)	$6,919,000		$2,686,650

TOTAL PROJECT COSTS (TIF Eligible)	**$6,111,000**	**$1,056,350**
TOTAL PROJECT COSTS (Non-TIF Eligible)	**$3,361,000**	**$2,873,050**
TOTAL PROJECT COSTS	**$9,472,000**	**$3,929,400**

PORT Total Mitigation Cost Estimate

NOTES

#1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;

#2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;

#3) Port Request Intersection indentified with pink hatch be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF undate.

#4) Tier 1 and Teir 2 project listed by interesction mitigation priorit;y

COST ASSUMPTIONS (All costs estimates in 2016 dollars)

- Right-of-Way acquisition costs are included and assumed at $20/SF
- Design costs are included and assumed to be 15% of construction costs
- Construction costs & construction management (including survey) asumed to be 15% of construction cost
  - One Lane Roundabout Construction Cost - $700,000
  - New Signal Construction Cost - $600,000
  - Adding New Approach Lanes Cost - $500,000
  - Signal Modification Cost Per Lane - $150,000

Planning Commission Action Summary
City of Kennewick and Port of Kennewick Vista Field Development Agreement

The Kennewick Planning Commission conducted a public hearing on April 6, 2026. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Development Agreement, concurring with the findings and conclusions in the City of Kennewick and Port of Kennewick Vista Field Development Agreement and recommends approval of the proposed Development Agreement to City Council.

Findings of Fact:

1. The development agreement is between the City of Kennewick and the Port of Kennewick.
2. The development agreement shall be valid for an additional 10 years, until December 5. 2037.
3. The development agreement is needed to ensure that applicable development regulations and improvements agreed upon are met.
4. Amendment to subsection 5.2 will ensure proper payment for traffic mitigation.
5. Amendment to subsection 5.2.2 is a grammatical correction.
6. Amendment to subsection 7.1.1 is to ensure that proper street design modeling is used.
7. Amendment to subsection 7.1.5 establishes design requirements for aerial fire apparatus roads.
8. Amendment to subsection 7.1.8 establishes signage for fire apparatus access roads.
9. Amendment to subsection 7.3 allows for the creation of a fire impact fee for the Vista Field Area if necessary.
10. Any of the parties may apply for amendments to the agreement.

Conclusion of Law:

1. The City of Kennewick can enter into a development agreement pursuant to KMC Section 18.48.020.
2. The Planning Commission has the authority to make a recommendation to the City Council pursuit to KMC Section 18.48.050.

The motion to recommend approval to City Council was moved by Commissioner Barger and seconded by Commissioner Arneson. The motion was passed unanimously, with Commissioners Perez, Arneson, Barger, Vice Chair Gregory and Chairman Hempstead all in favor.

VISTA FIELD REDEVELOPMENT

a PORT & CITY project

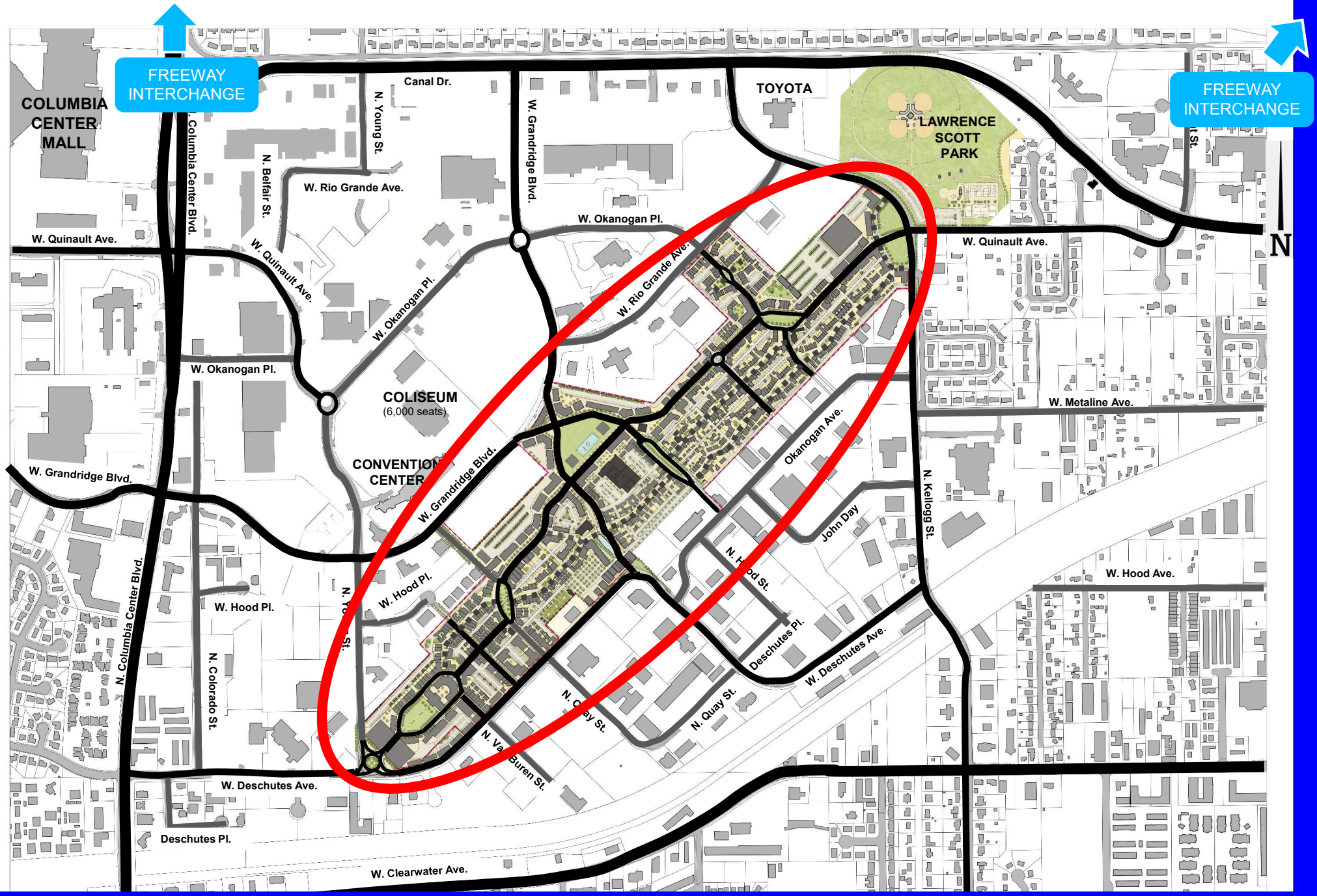
Development Agreement Extension



Presented by
Larry Peterson
Planning & Development Director
Port of Kennewick

April 6, 2026

VISTA FIELD REDEVELOPMENT



Vista Field Redevelopment

WHAT'S SO DIFFERENT?

a PORT & CITY project

Answer, basically the "Whole Thing" …. The Pattern of Development and all the Elements the City Regulates and Owns.

LAND USE: Zoning Allows Mixing Uses from building to building and floor to floor. Since World War II zoning regulations in 99% of all cities in the U.S., including Kennewick have been written to separate uses, all done with the good intention of assuring compatibility.

BUILDING & SITE DESIGN: Kennewick design standards along with most cities focused on building placement, required landscape areas and parking lot layout, whereas in Vista Field the focus is "Placemaking" which emphasizes building "form" and moving parking areas to the rear.

URBAN MIXED USE (UMU) ZONING: City created the UMU District to "Allow" Vista Field as envisioned by the citizens

CITY STREET & UTILITY STANDARDS: City, without compromising safety or quality established flexible standards to "Allow" Vista Field transportation & utility systems as envisioned.

VISTA FIELD REDEVELOPMENT

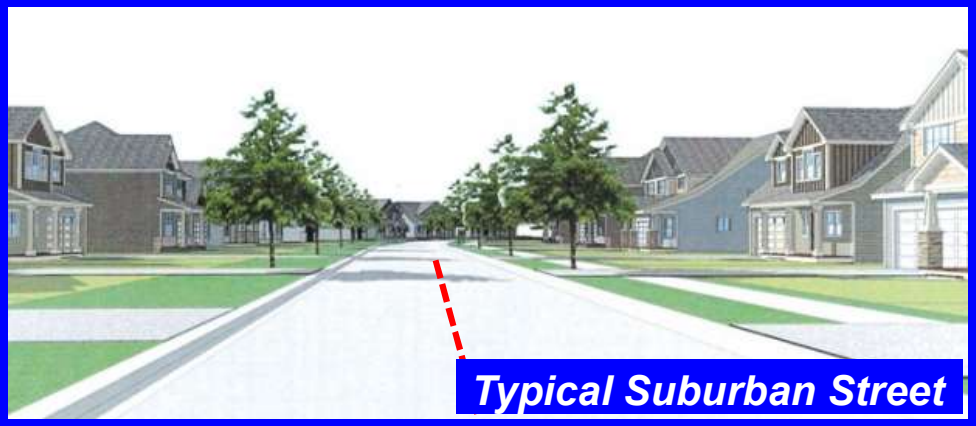
WHAT'S THE CONCEPT?



Vista Field Residential Shared Street



Vista Field Commercial Shared Street



Typical Suburban Street



Typical Strip Mall Development

VISTA FIELD REDEVELOPMENT

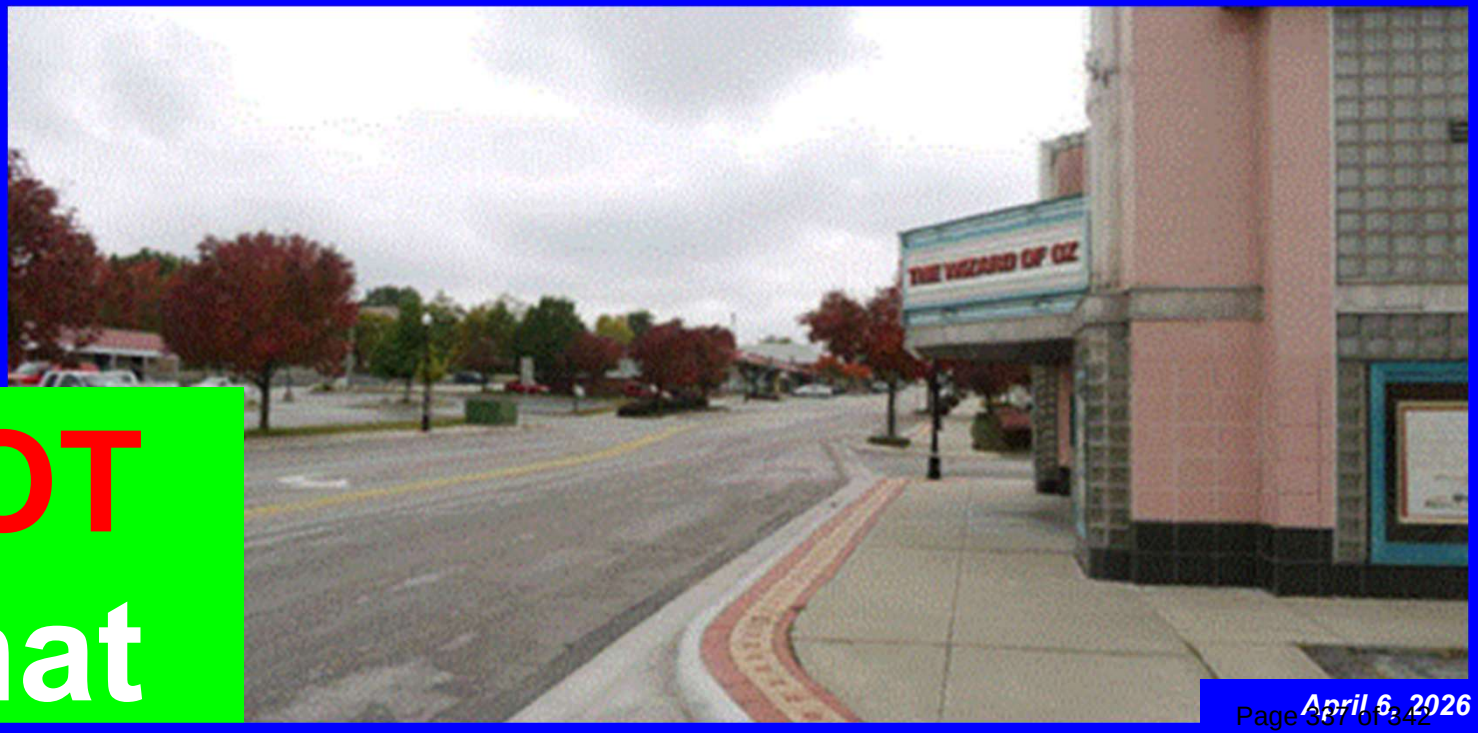
WHAT'S This *the Difference?*

- ✓ *QUALITY of Concept*
- ✓ *QUALITY of Design*
- ✓ *QUALITY of Construction*

which enhance

- ❖ *QUALITY of Experience*
- ❖ *Quality of Life*





NOT That

VISTA FIELD REDEVELOPMENT

30 People Getting Coffee

WHY so Different?

This



Designed for PEOPLE

Designed for CARS



NOT That

VISTA FIELD REDEVELOPMENT

Now This

Designed for
PEOPLE

VIBRANCY & ACTIVITY



VISTA FIELD Southern Gateway Project

Designed for
STORAGE



Was That

VISTA FIELD REDEVELOPMENT

a PORT & CITY project



April 6, 2026

VISTA FIELD REDEVELOPMENT

a PORT & CITY project



April 6, 2026

VISTA FIELD REDEVELOPMENT

a PORT & CITY project



April 6, 2026