



City Council REGULAR MEETING Agenda

May 2, 2023 at 6:30 PM

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

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections or if applicable to provide public testimony for a Public Hearing, please register at https://us02web.zoom.us/webinar/register/WN_FSU4I2i3QWOdhaWFcf1jUg. Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to clerkinfo@ci.kennewick.wa.us, or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the Monday before the meeting.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Public Service Recognition Week Proclamation
- Building Safety Month Proclamation
- International Firefighters Day Proclamation
- Professional Municipal Clerks Week Proclamation

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

- Meeting Minutes - April 18, 2023
Motion to approve the minutes as presented.
- Claim Roster - Toyota Center Operations and Box Office Accounts
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2023 in the amount of \$609,464.39, comprised of check numbers 26044-26146 in the amount of \$482,178.33 and electronic transfers in the amount of \$127,286.06.

- c. Claims Roster - Columbia Park Golf Course Account
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2023 in the amount of \$30,360.91, comprised of check numbers 2739-2742 in the amount of \$5,669.00 and electronic transfers in the amount of \$24,691.91.
- d. Payroll Roster Approval for the Pay Period Ending 4/15/2023
Motion to approve the Payroll Roster for the pay period ending 4/15/2023.
- e. Regional Algal Bloom Lab Screening Services Interlocal Agreement
Motion to authorize the City Manager to sign the Interlocal Agreement with Richland, Pasco, West Richland and Benton-Franklin Health District (BFHD) for Regional Algal Bloom Laboratory Screening Services.
- f. Interlocal Agreement with Benton PUD
Motion to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Deschutes and Columbia Center Blvd Intersection Improvement Project.
- g. Special Investigations Unit Interlocal Agreement
Motion to authorize the City Manager to sign the Special Investigation Unit (SIU) Interlocal Agreement.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 6020: Providing for Modifications of the 2023/2024 Biennial Budget
- b. Ordinance 6021: Change of Zone (COZ-2023-0002) from Residential, High Density (RH) to Industrial, Light (IL) at 9496 W. Clearwater Ave

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 6022: Right-of-Way Vacation at 4621 Southridge Blvd
- b. Resolution 23-07: Easement Vacation at 4621 Southridge Blvd
- c. Ordinance 6023: Right-of -Way Vacation at 5654 W. Canal Dr
- d. Notice of Intent for Annexation (AZ-2023-0001) - 801 and 721 S. Steptoe Street

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

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

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

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

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

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

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, do hereby proclaim May 7 through May 13, 2023 as

PUBLIC SERVICE RECOGNITION WEEK

in the City of Kennewick, and encourage all residents to recognize the accomplishments and contributions of City of Kennewick employees and to the extent to which we all rely upon and benefit from their service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be affixed this 2nd day of May 2023.


W.D. (BILL) MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





Proclamation

WHEREAS, our city is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

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

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

WHEREAS, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

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

WHEREAS, the theme for 2023 is "Building Safety Starts with You!", encourages all of us to raise awareness about the importance of building codes in ensuring safety in the spaces we live, work, play, and learn, and;

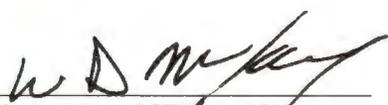
WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments,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

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, Washington, do hereby proclaim the month of May 2023, as

BUILDING SAFETY MONTH

in the City of Kennewick, Washington, and call upon all citizens to consider participating in the Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 2nd day of May 2023.


W.D. (BILL) MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





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 created in 1999 after 5 firefighters died tragically during a wildfire in Australia when the direction of the wind changed suddenly and engulfed them in flames. It is celebrated on May 4th because that is Saint Florian's Day, and Saint Florian was the first commanding firefighter of an actual Roman battalion saving many lives and is considered the patron saint of firefighters; and

WHEREAS, International Firefighter Day is a time where the World's community can recognize and honor the sacrifices that firefighters make to ensure that their communities and environment are safe as possible and remember those that gave the ultimate sacrifice of their lives to protect the safety of others, **NOW, THEREFORE,**

I, BILL MCKAY, Mayor of the City of Kennewick, do hereby proclaim May 4, 2023 as

INTERNATIONAL FIREFIGHTERS DAY

and encourage all citizens to outwardly thank and show there appreciate to firefighters who dedicate their lives to protect life and property to all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 2nd day of May 2023.

W.D. (Bill) McKay, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





Proclamation

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community, and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; NOW, THEREFORE,

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, do hereby proclaim April 30 through May 6, 2023, as

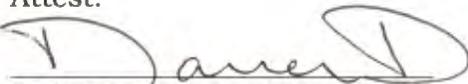
PROFESSIONAL MUNICIPAL CLERKS WEEK

and further extend appreciation to our Professional Municipal Clerk, **TERRI L. WRIGHT** and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 2nd day of May 2023.


W.D. (BILL) MCKAY, Mayor

Attest:


DANA DOLLARHYDE, Deputy City Clerk



DRAFT

CITY OF KENNEWICK
CITY COUNCIL
REGULAR MEETING
April 18, 2023

1. CALL TO ORDER

Mayor Bill McKay called the meeting to order at 6:33 p.m.

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Marie Mosley	Chris Guerrero
Councilmember John Trumbo	Anthony Muai	Chad Michael
Councilmember Chuck Torelli	Lisa Beaton	Sorin Juster
Councilmember Jim Millbauer	Cary Roe	Steve Donovan
Councilmember Brad Beauchamp	Krystal Townsend	
Councilmember Loren Anderson	Dan Legard	
Mayor Bill McKay	Nick Farline	

Frank Bono, Kennewick, provided the Invocation.

Councilmember Beauchamp led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- a. Arbor Day Proclamation
Mayor McKay read the proclamation into the record and presented it to Parks & Recreation Commission Chair Ken Hahn.
- b. Service Recognition – Berry Duty 24-years (Police Department)
Mayor McKay presented a plaque to Officer Duty in recognition of his years of service to the Kennewick Community. Officer Duty briefly spoke to the audience. At 6:40 p.m. Mayor McKay announced a 10-minute recess for a reception honoring Officer Duty. The meeting was called back to order at 6:50 p.m.

2. VISITORS

Enrique Rosas, Kennewick – Spoke to items 5.a. and 4.f.

3. APPROVAL OF AGENDA

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

4. CONSENT AGENDA

- a. Motion to approve the meeting minutes of April 4, 2023.
- b. Motion to approve the Claims Roster for March 2023 in the amount of \$6,261,711.91, comprised of electronic payments and check numbers 308842-309276.
- c. Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2023 in the amount of \$457,032.79.
- d. Motion to approve the Claims Roster for the Columbia Park Golf Course Account for February 2023.
- e. Motion to approve the Payroll Roster for the pay period ending 3/31/2023.

DRAFT

- f. Motion to approve the request from Visit Tri-Cities and the Tri-City Regional Hotel-Motel Commission to release reserve funds in the amount of \$441,500 in excess funds from the TPA Reserve Funds.
- g. Motion to award Contract 23-021 utilizing Washington State Department of Enterprise Services Master Contract No.02919 HVAC Services to Apollo Heating & Air Conditioning to conduct HVAC maintenance in the amount of \$120,407 and authorize the City Manager to execute the contract.
- h. Motion to set the date of May 2, 2023 for the required public meeting on AZ-2023-0001 King-Lowry Steptoe St Annexation.
- i. Motion to award Contract P2301-23 2023 City-Wide Asphalt Overlay to Granite Construction Co. in the amount of \$1,952,105.45, plus a 10% contingency of \$195,210.55, for a total amount of \$2,147,316.00.
- j. Motion to approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract with the International Association of Fire Fighters, Local #1296, through 2023.

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

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 6018: Change of Zone (COZ), Solbrack COZ-2023-0001, to change the zoning of 25.41 acres from Commercial, Community (CC) to Residential, High Density (RH). Senior Planner Steve Donovan presented a staff report.

Mayor McKay explained the importance of the appearance of fairness for this quasi-judicial proceeding. He read fairness-related questions to the Council and asked that any ex-parte communications or perceived conflicts of interest be declared prior to proceeding with action on the resolution. No Councilmembers described an appearance of fairness concern, none declared a conflict of interest, and none disclosed ex-parte communications.

Deputy City Clerk Krystal Townsend read the ordinance title into the record:

ORDINANCE NO. 6018

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 9812, 10072, 10314, 10600, 11228, AND 11358 W. CLEARWATER AVENUE FROM COMMERCIAL, COMMUNITY (CC) TO RESIDENTIAL, HIGH DENSITY (RH) (COZ 2023-0001, Knutzen Engineering, c/o Nathan Machiela)

Mr. Torelli moved, seconded by Mr. Trumbo, to adopt Ordinance 6018. The motion passed unanimously.

- b. Ordinance 6019: City Council Ethics Policy. City Attorney Lisa Beaton provided a staff report.

Deputy City Clerk Krystal Townsend read the ordinance title into the record:

ORDINANCE NO. 6019

AN ORDINANCE RELATING TO ADMINISTRATION AND PERSONNEL AND AMENDING CHAPTER 2.06 OF THE KENNEWICK MUNICIPAL CODE

Mr. Torelli moved, seconded by Mr. Millbauer, to adopt Ordinance 6019. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 23-04: Amending the 2023-2028 Six-Year TIP. Traffic Engineer Sorin Juster shared a staff report.

The public hearing was opened at 7:19 p.m. and closed at 7:20 p.m. No public testimony was provided.

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Deputy City Clerk Krystal Townsend read the resolution title into the record:

RESOLUTION NO. 23-04

A RESOLUTION AMENDING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN AS REQUIRED BY RCW 35.77.010

Mr. Torelli moved, seconded by Mr. Anderson, to adopt Resolution 23-04. The motion passed unanimously.

7. NEW BUSINESS – None.

8. UNFINISHED BUSINESS – None.

9. VISITORS

Tina Gregory, Kennewick – Spoke to her opinions regarding current affairs.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

The meeting concluded at 7:41 p.m.

Krystal Townsend, CMC, CPRO
Deputy City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.b. Council Date: 5/2/2023 Agenda Item Type: General Business Item	Category: Consent Agenda
	Subject: Claim Roster - Toyota Center Operations/Box Office Department: Finance Ordinance/Reso # Contract # Project # Permit #	
<p><u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2023.</p> <p><u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2023 in the amount of \$609,464.39, comprised of check numbers 26044-26146 in the amount of \$482,178.33 and electronic transfers in the amount of \$127,286.06.</p> <p><u>Summary</u> None.</p> <p><u>Alternatives</u> None.</p> <p><u>Fiscal Impact</u> \$609,464.39.</p>		
Attachments: 1. Roster		

**Toyota Center and Arena
Claims Roster
February 2023**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
<u>TOYO Sterling Operating Account</u>					
02/02/2023		Wire Transfer	King Beverage (0000486)		462.00
	02/02/2023	2632805	Beer Order 1/31/23		462.00
	101413	• Inventory - Beer	Beer Order 1/31/23	462.00	
02/07/2023		Wire Transfer	King Beverage (0000486)		231.00
	02/07/2023	2635483	Beer Order 2/3/23		231.00
	101413	• Inventory - Beer	Beer Order 2/3/23	231.00	
02/08/2023	26044	Auto Check	8x8, INC (00002829)		1,081.62
	02/08/2023	3718402	Phone Services - JAN 23		1,081.62
	107204	• Other Utilities	Phone Services - JAN 23		
			Due To/From TRCC	540.81	
				540.81	
02/08/2023	26045	Auto Check	Abbott & Abbott LLC (00002770)		195.66
	02/08/2023	448-010471	FiltaFry Fryer Service		195.66
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	195.66	
02/08/2023	26046	Auto Check	Advanced Protection Services, Inc. (00002751)		721.51
	02/08/2023	R140736	TA Fire Monitoring - FEB 23		73.86
	107209	• Security & Fire Alarm System	TA Fire Monitoring - FEB 23	73.86	
	02/08/2023	R140737	Ammonia Monitoring - FEB 23		68.43
	107209	• Security & Fire Alarm System	Ammonia Monitoring - FEB 23	68.43	
	02/08/2023	R140738	Fire Monitoring - FEB 23		73.86
	107209	• Security & Fire Alarm System	Fire Monitoring - FEB 23	73.86	
	02/08/2023	R140739	Open Eye Video Cloud		418.50
	107209	• Security & Fire Alarm System	Open Eye Video Cloud	418.50	
	02/08/2023	R140740	Security Monitoring - FEB 23		43.43
	107209	• Security & Fire Alarm System	Security Monitoring - FEB 23	43.43	
	02/08/2023	R140741	Security Monitoring - FEB 23		43.43
	107209	• Security & Fire Alarm System	Security Monitoring - FEB 23	43.43	
02/08/2023	26047	Auto Check	AlSCO (00002738)		1,695.12
	02/08/2023	LSPO2606624	Linen		1,695.12
			Due To/From TRCC	443.32	
			Due To/From TRCC	362.82	
	107503	• F&B Linens	Linen	163.16	
	107405	• Linens & Laundry	Linen	725.82	
02/08/2023	26048	Auto Check	Andrew Overman (00003363)		260.00
	02/08/2023	Refund: Adult League	Refund: Adult League		260.00
	105005	• Adult Hockey League	Refund: Adult League	260.00	
02/08/2023	26049	Auto Check	Apollo Heating and Air Conditioning (00002933)		4,112.31
	02/08/2023	KS-940047257	HVAC Repair		622.99
	107210	• HVAC Repairs & Maintenance	HVAC Repair	622.99	
	02/08/2023	KS-940047509	HVAC Contract - FEB 23		2,018.19
	107210	• HVAC Repairs & Maintenance	HVAC Contract - FEB 23	2,018.19	
	02/08/2023	KS-940047471	HVAC Repair		1,471.13
	107210	• HVAC Repairs & Maintenance	HVAC Repair	1,471.13	
02/08/2023	26050	Auto Check	Ascentis Corporation (00002983)		1,411.80
	02/08/2023	SI-140295	NOVA5000 Series - JAN23		1,411.80
	107070	• Payroll Processing	NOVA5000 Series - JAN23		
			Due To/From TRCC	705.90	
				705.90	
02/08/2023	26051	Auto Check	Baskin Robbins (00002754)		4,026.89
	02/08/2023	44954.5665	Third Party Sales 1/27/23		1,137.90
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/27/23	1,137.90	
	02/08/2023	44954.8936	Third Party Sales 1/28/23		1,446.73
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/28/23	1,446.73	
	02/08/2023	44958.9407	Third Party Sales 2/1/23		492.72
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/1/23	492.72	
	02/08/2023	44960.9113	Third Party Sales 2/3/23		949.54
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/3/23	949.54	

**Toyota Center and Arena
Claims Roster
February 2023**

Date	Check	Method	Name	Amount
02/08/2023	26052	Auto Check	Brian Schienbein (00003364)	320.00
	02/08/2023	Refund: Adult League	Refund: Adult League	320.00
	105005	• Adult Hockey League	Refund: Adult League	320.00
02/08/2023	26053	Auto Check	Canon Solutions (00002757)	37.29
	02/08/2023	6003248206	QHM Copier Maintenance	37.29
	107105	• Printing / Copying	QHM Copier Maintenance	37.29
02/08/2023	26054	Auto Check	Central Washington Refrigeration, LLC (00002949)	1,500.00
	02/08/2023	46865	RETA Operator Class - Tyler	1,500.00
	107111	• Employee Development & Recognition	RETA Operator Class - Tyler	1,500.00
02/08/2023	26055	Auto Check	Chapala Express (00002758)	5,509.29
	02/08/2023	44954.8927	Third Party Sales 1/28/23	1,867.16
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/28/23	1,867.16
	02/08/2023	44954.5680	Third Party Sales 1/27/23	1,574.22
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/27/23	1,574.22
	02/08/2023	44958.9415	Third Party Sales 2/1/23	778.36
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/1/23	778.36
	02/08/2023	44960.9090	Third Party Sales 2/3/23	1,289.55
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/3/23	1,289.55
02/08/2023	26056	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)	145.64
	02/08/2023	80707	Zamboni Knives Maintenance	72.82
	107201	• Tools & Supplies	Zamboni Knives Maintenance	72.82
	02/08/2023	80768	Zamboni Knives Maintenance	72.82
	107201	• Tools & Supplies	Zamboni Knives Maintenance	72.82
02/08/2023	26057	Auto Check	City of Kennewick - Grounds Maintenance (00002761)	5,179.00
	02/08/2023	15365	Grounds Maintenance - 4th QTR	5,179.00
	107213	• Grounds Repairs & Maintenance	Grounds Maintenance - 4th QTR 22	5,179.00
02/08/2023	26058	Auto Check	Coca-Cola (00000213)	148.00
	02/08/2023	135743	Beer Order 1/26/23	148.00
	101413	• Inventory - Beer	Beer Order 1/26/23	148.00
02/08/2023	26059	Auto Check	Coffee Crush (00002762)	1,731.08
	02/08/2023	44954.5775	Third Party Sales 1/27/23	370.76
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/27/23	370.76
	02/08/2023	44954.8916	Third Party Sales 1/28/23	527.69
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/28/23	527.69
	02/08/2023	44958.9422	Third Party Sales 2/1/23	329.01
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/1/23	329.01
	02/08/2023	44960.9154	Third Party Sales 2/3/23	503.62
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/3/23	503.62
02/08/2023	26060	Auto Check	Columbia Fire Protection (00002841)	2,201.18
	02/08/2023	17048	Hood Cleaning 1/4/23	2,201.18
	107508	• F&B Equipment Repairs & Maintenance	Hood Cleaning 1/4/23	2,201.18
02/08/2023	26061	Auto Check	Concessions Supply (00002860)	1,596.31
	02/08/2023	90827	Food Order 2/7/23	1,596.31
	101411	• Inventory - Food	Food Order 2/7/23	1,596.31
02/08/2023	26062	Auto Check	Cougar Digital Marketing & Design (00002861)	250.25
	02/08/2023	10975	TA Website Maintenance	250.25
	107302	• Venue Marketing & Non-Event Advertising	TA Website Maintenance	250.25
02/08/2023	26063	Auto Check	Culligan Water Conditioning (00002766)	92.94
	02/08/2023	128733	Bottle Water 2/3/23	92.94
	107201	• Tools & Supplies	Bottle Water 2/3/23	92.94
02/08/2023	26064	Auto Check	DevFuzion (00000278)	0.00
			VOID	0.00

**Toyota Center and Arena
Claims Roster
February 2023**

Date	Check	Method	Name		Amount
02/08/2023	26065	Auto Check	Doggie Style Gourmet (00002767)		5,158.28
	02/08/2023	44954.5690	Third Party Sales 1/27/23		1,436.96
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/27/23	1,436.96	
	02/08/2023	44954.8933	Third Party Sales 1/28/23		1,861.13
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/28/23	1,861.13	
	02/08/2023	44958.9411	Third Party Sales 2/1/23		692.37
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/1/23	692.37	
	02/08/2023	44960.9102	Third Party Sales 2/3/23		1,167.82
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/3/23	1,167.82	
02/08/2023	26066	Auto Check	Ferrell Gas (00002769)		632.70
	02/08/2023	1122075086	Propane		632.70
	107204	• Other Utilities	Propane		
			Due To/From TRCC	316.35	
				316.35	
02/08/2023	26067	Auto Check	Jordan Matilla (00003362)		260.00
	02/08/2023	Refund: Adult League	Refund: Adult League		260.00
	105005	• Adult Hockey League	Refund: Adult League	260.00	
02/08/2023	26068	Auto Check	KAPP-KVEW (00002980)		127.50
	02/08/2023	261238-1	TV Ads - Bluey		127.50
	107402	• Event Advertising	TV Ads - Bluey	127.50	
02/08/2023	26069	Auto Check	KC Brand (00002773)		6,236.30
	02/08/2023	44954.5726	Third Party Sales 1/27/23		1,845.21
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/27/23	1,845.21	
	02/08/2023	44954.8989	Third Party Sales 1/28/23		2,219.83
	104690	• Concession Sales - Third Party Expense	Third Party Sales 1/28/23	2,219.83	
	02/08/2023	44958.9402	Third Party Sales 2/1/23		815.44
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/1/23	815.44	
	02/08/2023	44960.9137	Third Party Sales 2/3/23		1,355.82
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/3/23	1,355.82	
02/08/2023	26070	Auto Check	KIMA-TV - KEPR-TV (00002775)		212.50
	02/08/2023	R1917514-2	TV Ads - Brew & Bacon		212.50
			Due To/From TRCC	212.50	
02/08/2023	26071	Auto Check	KNDO/KNDU (00002825)		1,190.00
	02/08/2023	210511-1	TV Ads - REO		1,190.00
	107402	• Event Advertising	TV Ads - REO	1,190.00	
02/08/2023	26072	Auto Check	KUMA FM - Elkhorn Media Group (00003370)		225.00
	02/08/2023	IN-1230129988	Radio Ads - REO		225.00
	107402	• Event Advertising	Radio Ads - REO	225.00	
02/08/2023	26073	Auto Check	Lowe's Commercial Services (00002776)		279.92
	02/08/2023	916609	PO3978 - Tools		115.57
	107201	• Tools & Supplies	Tools	115.57	
	02/08/2023	916921	PO3949 - Tool Return		-709.43
	107201	• Tools & Supplies	Tool Return	-709.43	
	02/08/2023	908545	PO4038 - Supplies		14.19
	107201	• Tools & Supplies	Supplies	14.19	
	02/08/2023	911476	PO3949 - Tools		709.43
	107201	• Tools & Supplies	Tools	709.43	
	02/08/2023	911850	PO3949 - Tool Refund		-297.89
	107201	• Tools & Supplies	Tool Refund	-297.89	
	02/08/2023	909299	PO4038 - Janitorial Supplies		143.20
	107203	• Janitorial Supplies	Janitorial Supplies	143.20	
	02/08/2023	916392-KIPERY	PO4078 - Supplies		179.49
	107201	• Tools & Supplies	Supplies	179.49	
	02/08/2023	929893	PO3949 - Tools Refund		-709.43
	107201	• Tools & Supplies	Tools Refund	-709.43	
	02/08/2023	929895	PO3949 - Tools		709.43
	107201	• Tools & Supplies	Tools	709.43	
	02/08/2023	916007 - KIXUY	PO4038 - Janitorial Supplies		21.69
	107203	• Janitorial Supplies	Janitorial Supplies	21.69	
	02/08/2023	909515	PO4038 - Supplies		67.14
	107203	• Janitorial Supplies	Supplies	67.14	
	02/08/2023	908839	PO4038 - Supplies		12.30
	107203	• Janitorial Supplies	Supplies	12.30	
	02/08/2023	916893	PO4038 - Supplies		24.23
	107203	• Janitorial Supplies	Supplies	24.23	

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<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
02/08/2023	26074	Auto Check	Pacific Backflow Services LLC (00002843)		2,053.39
	02/08/2023	1231	Backflow Testing		2,053.39
	107212	• Building Repairs & Maintenance	Backflow Testing		
			Due To/From TRCC	1,679.79	
				373.60	
02/08/2023	26075	Auto Check	Patricia Rouleau (00003365)		468.18
	02/08/2023	REIMBURSEMENT:LTS Registratic	REIMB: LTS Registration		468.18
	105004	• Learn to Skate	REIMB: LTS Registration & Programs		
				468.18	
02/08/2023	26076	Auto Check	Pearson, Corey (00000007)		59.11
	02/08/2023	REIMBURSEMENT: Finance Lunch	REIMB: Finance Lunch 1/26/23		59.11
	107112	• Travel & Entertainment	REIMB: Finance Lunch 1/26/23		
			Due To/From TRCC	29.55	
				29.56	
02/08/2023	26077	Auto Check	Perfection Glass (00003361)		543.50
	02/08/2023	10014645	Glass Replacement		543.50
	107212	• Building Repairs & Maintenance	Glass Replacement		
				543.50	
02/08/2023	26078	Auto Check	PNW Signs & Designs (00003161)		1,100.00
	02/08/2023	1297	Half Payment - First Aid Decal		1,100.00
	107304	• Contracted Services	Half Payment - First Aid Decal		
				2,108.78	
02/08/2023	26079	Auto Check	Reign Drop LLC (00003211)		1,128.42
	02/08/2023	S4176-23-9518	Pizza Order 1/28/23		168.99
	101411	• Inventory - Food	Pizza Order 1/28/23		
	02/08/2023	S4176-23-9517	Pizza Order 1/28/23		304.99
	101411	• Inventory - Food	Pizza Order 1/28/23		
	02/08/2023	S4176-23-9514	Pizza Order 1/27/23		108.49
	101411	• Inventory - Food	Pizza Order 1/27/23		
	02/08/2023	S4176-23-9513	Pizza Order 1/27/23		139.99
	101411	• Inventory - Food	Pizza Order 1/27/23		
	02/08/2023	S4176-23-9521	Pizza Order 2/1/23		126.99
	101411	• Inventory - Food	Pizza Order 2/1/23		
	02/08/2023	S4176-23-9522	Pizza Order 2/1/23		76.99
	101411	• Inventory - Food	Pizza Order 2/1/23		
	02/08/2023	S4176-23-9524	Pizza Order 2/3/23		97.99
	101411	• Inventory - Food	Pizza Order 2/3/23		
	02/08/2023	S4176-23-9523	Pizza Order 2/3/23		103.99
	101411	• Inventory - Food	Pizza Order 2/3/23		
02/08/2023	26080	Auto Check	Roto-Rooter (00002782)		2,520.21
	02/08/2023	42314443	Plumbing Repair 1/17/23		1,926.71
	107212	• Building Repairs & Maintenance	Plumbing Repair 1/17/23		
	02/08/2023	46600011	TA Plumbing Repair		593.50
	107212	• Building Repairs & Maintenance	Plumbing Repair		
				593.50	
02/08/2023	26081	Auto Check	Staples Advantage (00002740)		130.42
	02/08/2023	3528253247	PO4069 - Office Supplies		130.42
	107102	• Office Supplies	Office Supplies		
			Due To/From TRCC	65.21	
				65.21	
02/08/2023	26082	Auto Check	Stephens Media Group (00002844)		743.75
	02/08/2023	IN-123019753	Radio Ads - REO		531.25
	107402	• Event Advertising	Radio Ads - REO		
	02/08/2023	IN-123019750	Radio Ads - REO		212.50
	107402	• Event Advertising	Radio Ads - REO		
				531.25	
				212.50	
02/08/2023	26083	Auto Check	Sunbelt Rentals, Inc. (00002783)		754.78
	02/08/2023	134839334-0001	Skidsteer		754.78
	107305	• General Rental Equipment	Skidsteer		
				754.78	
02/08/2023	26084	Auto Check	The UPS Store (00002801)		140.75
	02/08/2023	WL0206	PO4102 -Wine Labels		140.75
	107406	• Event Supplies	Wine Labels		
				140.75	

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<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
02/08/2023	26085	Auto Check	Tri-City Americans (0000851)		127,702.21
02/08/2023	111020123TY		Naming Rights Sponsorship		8,333.33
	104240	• Signage & Sponsorship	Naming Rights Sponsorship	8,333.33	
02/08/2023	Ams v Spokane 12/31/22		Ams v Spokane 12/31/22		39,723.18
	102150	• A/P Settlements	V-3902 Tri-City Americans/Ams v Spokane 12/31/22	39,723.18	
02/08/2023	Ams v Vancouver 1/6/23		Ams v Vancouver 1/6/23		11,976.02
	102150	• A/P Settlements	V-3903 Tri-City Americans/Ams v Vancouver 1/6/23	11,976.02	
02/08/2023	Ams v Victoria 1/7/23		Ams v Victoria 1/7/23		15,705.48
	102150	• A/P Settlements	V-3904 Tri-City Americans/Ams v Victoria 1/7/23	15,705.48	
02/08/2023	Ams v Victoria 1/18/23		Ams v Victoria 1/18/23		5,741.36
	102150	• A/P Settlements	V-3905 Tri-City Americans/Ams v Victoria 1/18/23	5,741.36	
02/08/2023	Ams v Everett 1/27/23		Ams v Everett 1/27/23		15,004.90
	102150	• A/P Settlements	V-3906 Tri-City Americans/Ams v Everett 1/27/23	15,004.90	
02/08/2023	Ams v Spokane 1/28/23		Ams v Spokane 1/28/23		31,217.94
	102150	• A/P Settlements	V-3907 Tri-City Americans/Ams v Spokane 1/28/23	31,217.94	
02/08/2023	26086	Auto Check	US Foods (00002786)		11,539.21
02/08/2023	4434662		Food Order 1/26/23		7,461.04
	101411	• Inventory - Food	Food Order 1/26/23	7,461.04	
02/08/2023	5914629		Food Credit 1/31/23		-72.28
	101411	• Inventory - Food	Food Credit 1/31/23	-72.28	
02/08/2023	4606728		Food Order 2/2/23		292.32
	101411	• Inventory - Food	Food Order 2/2/23	292.32	
02/08/2023	4606729		Food Order 2/2/23		157.72
	101411	• Inventory - Food	Food Order 2/2/23	157.72	
02/08/2023	4601196		Food Order & PO4097		3,431.43
	101411	• Inventory - Food	Food Order	3,345.37	
	107510	• F&B Tools, Supplies & Equipment	PO4097 - Kitchen Supplies	86.06	
02/08/2023	4601197		PO4097 - Kitchen Supplies		268.98
	107510	• F&B Tools, Supplies & Equipment	Kitchen Supplies	268.98	
02/08/2023	26087	Auto Check	Vistar Corporation (00002787)		1,976.88
02/08/2023	67212434		Food Order 2/1/23		1,976.88
	101411	• Inventory - Food	Food Order 2/1/23	1,976.88	
02/08/2023	26088	Auto Check	Weaver Exterminating Service, Inc. (00002804)		1,262.01
02/08/2023	12052		Monthly Rodent Control - NOV22		280.45
	107304	• Contracted Services	Monthly Rodent Control - NOV22	280.45	
02/08/2023	12053		Monthly Rodent Control - NOV22		140.22
	107304	• Contracted Services	Monthly Rodent Control - NOV22	140.22	
02/08/2023	13027		Monthly Rodent Control - DEC22		280.45
	107304	• Contracted Services	Monthly Rodent Control - DEC22	280.45	
02/08/2023	13024		Monthly Rodent Control - DEC22		140.22
	107304	• Contracted Services	Monthly Rodent Control - DEC22	140.22	
02/08/2023	15620		Monthly Rodent Control - JAN23		280.45
	107304	• Contracted Services	Monthly Rodent Control - JAN23	280.45	
02/08/2023	15613		Monthly Rodent Control - JAN23		140.22
	107304	• Contracted Services	Monthly Rodent Control - JAN23	140.22	
02/09/2023	26089	Auto Check	DevFuzion (00000278)		5,473.69
02/09/2023	20997		IT Services - FEB 23		5,473.69
	107104	• IT Support Services	IT Services - FEB 23		
			Due To/From TRCC	2,736.84	
				2,736.85	
02/13/2023		Wire Transfer	Odom East LLC (00003343)		363.00
02/13/2023	14848021		Beer Order 2/9/23		363.00
	101413	• Inventory - Beer	Beer Order 2/9/23	363.00	
02/13/2023		Wire Transfer	King Beverage (00000486)		5,111.50
02/13/2023	2637213		Beer Order 2/9/23		5,111.50
	101413	• Inventory - Beer	Beer Order 2/9/23	5,111.50	
02/17/2023		Wire Transfer	Southern Glazer's of WA (00002855)		3,120.55
02/17/2023	4285973		Liquor Order 2/15/23		3,120.55
	101415	• Inventory - Liquor	Liquor Order 2/15/23	3,120.55	
02/14/2023	26090	Auto Check	Backstage Electric, Inc. (00002752)		1,104.40
02/14/2023	2483		Additional Outlets for WWAGG		1,104.40
	104370	• Reimbursed Outside Event Expense	Additional Outlets for WWAGG	1,104.40	

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Date	Check	Method	Name		Amount
02/14/2023	26091	Auto Check	Backstage Electric, Inc. (00002752)		6,915.50
	02/14/2023	2490	Labor for Bluey		6,915.50
	104370	· Reimbursed Outside Event Expense	Labor for Bluey	6,915.50	
02/14/2023	26092	Auto Check	AMPD Lighting and Audio Visual (00003380)		5,025.74
	02/14/2023	INV-03590	Lighting for Bluey		5,025.74
	104370	· Reimbursed Outside Event Expense	Lighting for Bluey	5,025.74	
02/14/2023	26093	Auto Check	Rocky Mountain Rigging (00002781)		1,437.40
	02/14/2023	Bluey	Rigging for Bluey		1,437.40
	104370	· Reimbursed Outside Event Expense	Rigging for Bluey	1,437.40	
02/14/2023	26094	Auto Check	Ford Audio Service (00003049)		7,537.67
	02/14/2023	3587	Audio for Bluey		7,537.67
	104370	· Reimbursed Outside Event Expense	Audio for Bluey	7,537.67	
02/25/2023		Wire Transfer	Washington State Department of Revenue (00002989)		27,901.52
	02/25/2023	January B&O taxes due			27,901.52
	102325	· B&O Tax Payable	January taxes due, paid in Feb	1,627.48	
	102310	· Sales Tax Payable - State	January taxes due, paid in Feb	25,944.70	
	107603	· B&O Taxes	January taxes due, paid in Feb	329.34	
02/21/2023		Wire Transfer	Odom East LLC (00003343)		514.76
	02/21/2023	14848090	Beer Order 2/16/23		514.76
	101413	· Inventory - Beer	Beer Order 2/16/23	514.76	
02/23/2023		Wire Transfer	Odom East LLC (00003343)		1,871.28
	02/23/2023	14848144	Beer Order 2/21/23		1,871.28
	101413	· Inventory - Beer	Beer Order 2/21/23	1,871.28	
02/21/2023		Wire Transfer	King Beverage (00000486)		17,466.50
	02/21/2023	2640213	Beer Order 2/16/23		10,864.75
	101413	· Inventory - Beer	Beer Order 2/16/23	10,864.75	
	02/21/2023	2640252	Beer Order 2/16/23		4,740.75
	101413	· Inventory - Beer	Beer Order 2/16/23	4,740.75	
	02/21/2023	2641551	Beer Order 2/17/23		1,386.00
	101413	· Inventory - Beer	Beer Order 2/17/23	1,386.00	
	02/21/2023	2641571	Beer Order 2/17/23		475.00
	101413	· Inventory - Beer	Beer Order 2/17/23	475.00	
02/24/2023		Wire Transfer	Southern Glazer's of WA (00002855)		971.76
	02/24/2023	4291781	Liquor Order 2/22/23		971.76
	101415	· Inventory - Liquor	Liquor Order 2/22/23	971.76	
02/24/2023		Wire Transfer	Nederlander (00002659)		51,848.86
	02/24/2023	Bluey 2/14/23	Bluey 2/14/23		51,848.86
	102150	· A/P Settlements	Bluey 2/14/23	51,848.86	
02/19/2023	26095	Auto Check	Paul Boskovich (00002984)		300.00
	02/19/2023	22-01204	Runner for Ana Gabriel		300.00
	107404	· Event Contracted Labor	Runner for Ana Gabriel	300.00	
02/19/2023	26096	Auto Check	Rocky Mountain Rigging (00002781)		7,916.40
	02/19/2023	Ana Gabriel	Rigging for Ana Gabriel		7,916.40
	104370	· Reimbursed Outside Event Expense	Rigging for Ana Gabriel	7,916.40	
02/21/2023	26097	Auto Check	Backstage Electric, Inc. (00002752)		11,002.25
	02/21/2023	2482	Labor for Ana Gabriel		11,002.25
	104370	· Reimbursed Outside Event Expense	Labor for Ana Gabriel	11,002.25	
02/21/2023	26098	Auto Check	Purple Star Winery (00003384)		1,089.65
	02/21/2023	Wine	Wine		1,089.65
	107406	· Event Supplies	Wine	1,089.65	
02/23/2023	26099	Auto Check	PNW Signs & Designs (00003161)		1,008.78
	02/23/2023	1297	Half Payment - First Aid Decal		1,008.78
	107304	· Contracted Services	Half Payment - First Aid Decal	2,108.78	

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Date	Check	Method	Name	Amount
02/23/2023	26100	Auto Check	Abbott & Abbott LLC (00002770)	391.32
	02/23/2023	448-010555	FiltaFry Fryer Service	195.66
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	195.66
	02/23/2023	448-010603	FiltaFry Fryer Service	195.66
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	195.66
02/23/2023	26101	Auto Check	Adrienne Emineth (00003013)	250.00
	02/23/2023	23-0225365	Runner for Old Dominion	250.00
	107404	• Event Contracted Labor	Runner for Old Dominion	250.00
02/23/2023	26102	Auto Check	Advanced Protection Services, Inc. (00002751)	4,657.31
	02/23/2023	15643	OpenEye Cameras & Hardware	4,657.31
	107209	• Security & Fire Alarm System	OpenEye Cameras & Hardware	2,328.65
			Due To/From TRCC	2,328.66
02/23/2023	26103	Auto Check	Ann Doherty (00003036)	120.00
	02/23/2023	LTS: January 2023	LTS: January 2023	120.00
	107304	• Contracted Services	LTS: January 2023	120.00
02/23/2023	26104	Auto Check	Baskin Robbins (00002754)	4,448.44
	02/23/2023	44967.9292	Third Party Sales 2/10/23	1,134.51
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/10/23	1,134.51
	02/23/2023	44968.8656	Third Party Sales 2/11/23	1,099.72
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/11/23	1,099.72
	02/23/2023	44974.9151	Third Party Sales 2/17/23	785.24
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/17/23	785.24
	02/23/2023	44975.9013	Third Party Sales 2/18/23	1,428.97
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	1,428.97
02/23/2023	26105	Auto Check	Canon Financial Services, Inc (00002793)	333.99
	02/23/2023	29978140	Copier Contract - FEB 23	333.99
	107105	• Printing / Copying	Copier Contract - FEB 23	166.99
			Due To/From TRCC	167.00
02/23/2023	26106	Auto Check	Canon Solutions (00002757)	24.59
	02/23/2023	6003301196	UMT Copier Maintenance	24.59
	107105	• Printing / Copying	UMT Copier Maintenance	24.59
02/23/2023	26107	Auto Check	Cascade Natural Gas (00000161)	6,804.87
	02/23/2023	01/11/23-02/07-23	Gen Com Service 1/11-2/7-23	6,804.87
	107217	• Natural Gas	Gen Com Service 1/11-2/7-23	6,804.87
02/23/2023	26108	Auto Check	Cascade Natural Gas (00000161)	5,551.72
	02/23/2023	1/11/2023-2/7/2023	Gen Com Service 1/11-2/7-23	5,551.72
	107217	• Natural Gas	Gen Com Service 1/11-2/7-23	5,551.72
02/23/2023	26109	Auto Check	Chapala Express (00002758)	6,457.95
	02/23/2023	44967.9141	Third Party Sales 2/10/23	1,286.56
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/10/23	1,286.56
	02/23/2023	44968.8669	Third Party Sales 2/11/23	1,884.69
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/11/23	1,884.69
	02/23/2023	44974.9128	Third Party Sales 2/17/23	1,160.88
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/17/23	1,160.88
	02/23/2023	44975.9138	Third Party Sales 2/18/23	2,125.82
	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	2,125.82
02/23/2023	26110	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)	145.44
	02/23/2023	80889	Zamboni Knives Maintenance	145.44
	107201	• Tools & Supplies	Zamboni Knives Maintenance	145.44
02/23/2023	26111	Auto Check	Coca-Cola (00000213)	11,122.50
	02/23/2023	136148	Beverage Order 2/9/23	5,993.50
	101411	• Inventory - Food	Beverage Order 2/9/23	5,993.50
	02/23/2023	1248326	Beverage Credit 2/15/23	-20.00
	101411	• Inventory - Food	Beverage Credit 2/15/23	-20.00
	02/23/2023	136381	Beverage Order 2/15/23	5,149.00
	101411	• Inventory - Food	Beverage Order 2/15/23	5,149.00

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Date	Check	Method	Name	Amount
02/23/2023	26112	Auto Check	Coffee Crush (00002762)	1,722.44
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/10/23	410.89
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/11/23	487.78
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/17/23	337.20
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	486.57
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	486.57
02/23/2023	26113	Auto Check	Concessions Supply (00002860)	1,709.86
02/23/2023	101411	• Inventory - Food	Food Order 2/21/23	1,709.86
02/23/2023	107304	• Contracted Services	LTS: January 2023	490.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	490.00
02/23/2023	26114	Auto Check	Craig Bond (00002810)	490.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	490.00
02/23/2023	26115	Auto Check	Culligan Water Conditioning (00002766)	155.71
02/23/2023	107201	• Tools & Supplies	Bottle Water 2/17/23	155.71
02/23/2023	26116	Auto Check	Doggie Style Gourmet (00002767)	6,047.49
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/10/23	1,261.19
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/11/23	1,523.29
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/17/23	1,344.09
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	1,918.92
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	1,918.92
02/23/2023	26117	Auto Check	Exclusively Expo (00002795)	1,117.10
02/23/2023	107211	• Equipment Repairs & Maintenance	PO4084 - Vinyl for Rink Boards	1,117.10
02/23/2023	107304	• Contracted Services	LTS: January 2023	80.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	80.00
02/23/2023	26118	Auto Check	Grace McNally (00002807)	80.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	80.00
02/23/2023	26119	Auto Check	Janine Adamson (00002809)	120.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	120.00
02/23/2023	26120	Auto Check	Jennifer Bond (00002941)	1,360.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	1,360.00
02/23/2023	107304	• Contracted Services	Learn to Skate Administration	1,000.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	360.00
02/23/2023	26121	Auto Check	Jessica Boyd (00002812)	75.00
02/23/2023	107304	• Contracted Services	LTS: January 2023	75.00
02/23/2023	26122	Auto Check	KAPP-KVEW (00002980)	1,997.50
02/23/2023	107402	• Event Advertising	PO4089 - TV Ads for Bluey	1,997.50
02/23/2023	107402	• Event Advertising	TV Ads for Bluey	1,997.50
02/23/2023	26123	Auto Check	KC Brand (00002773)	7,783.39
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/10/23	1,548.30
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/11/23	2,272.05
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/17/23	1,491.83
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	2,471.21
02/23/2023	104690	• Concession Sales - Third Party Expense	Third Party Sales 2/18/23	2,471.21

**Toyota Center and Arena
Claims Roster
February 2023**

Date	Check	Method	Name	Amount
02/23/2023	26124	Auto Check	Kim Rhodes (00002953)	250.00
	02/23/2023	23-0225366	Runner for Old Dominion	250.00
	107404	• Event Contracted Labor	Runner for Old Dominion	250.00
02/23/2023	26125	Auto Check	Loomis (00002895)	301.98
	02/23/2023	13183670	Armored Car Service - FEB 23	301.98
	107304	• Contracted Services	Armored Car Service - FEB 23	150.99
			Due To/From TRCC	150.99
02/23/2023	26126	Auto Check	MD Draft Team (00002835)	477.84
	02/23/2023	3404-23	Equipment Maintenance	477.84
	107508	• F&B Equipment Repairs & Maintenance	Equipment Maintenance	477.84
02/23/2023	26127	Auto Check	Netspend Corporation (00003008)	25.00
	02/23/2023	2353281	Employee Payroll Cards	25.00
	107070	• Payroll Processing	Employee Payroll Cards	12.50
			Due To/From TRCC	12.50
02/23/2023	26128	Auto Check	Paul Boskovich (00002984)	250.00
	02/23/2023	23-1215365	Runner for Old Dominion	250.00
	107404	• Event Contracted Labor	Runner for Old Dominion	250.00
02/23/2023	26129	Auto Check	PeopleReady Inc (00002903)	2,269.37
	02/23/2023	27950712	Labor for 2/17/23	679.34
	107515	• F&B Contracted Labor	Labor for 2/17/23	679.34
	02/23/2023	27950713	Labor for 2/18/23	1,590.03
	104320	• Reimbursed Event Labor	Labor for 2/18/23	1,590.03
02/23/2023	26130	Auto Check	Performance Digital (00002778)	3,400.00
	02/23/2023	3868	Bluey Advertising	3,400.00
	107402	• Event Advertising	Bluey Advertising	3,400.00
02/23/2023	26131	Auto Check	Purchase Power (00002904)	200.00
	02/23/2023	Postage Fees: JAN 23	Postage Fees: JAN 23	200.00
	107101	• Postage & Shipping	Postage Fees: JAN 23	100.00
			Due To/From TRCC	100.00
02/23/2023	26132	Auto Check	Reign Drop LLC (00003211)	1,210.91
	02/23/2023	S4176-23-9526	Pizza Order 2/10/23	76.99
	101411	• Inventory - Food	Pizza Order 2/10/23	76.99
	02/23/2023	S4176-23-9525	Pizza Order 2/10/23	145.99
	101411	• Inventory - Food	Pizza Order 2/10/23	145.99
	02/23/2023	S4176-23-9528	Pizza Order 2/11/23	103.99
	101411	• Inventory - Food	Pizza Order 2/11/23	103.99
	02/23/2023	S4176-23-9527	Pizza Order 2/11/23	181.49
	101411	• Inventory - Food	Pizza Order 2/11/23	181.49
	02/23/2023	S4176-23-9532	Pizza Order 2/18/23	114.49
	101411	• Inventory - Food	Pizza Order 2/18/23	114.49
	02/23/2023	S4176-23-9531	Pizza Order 2/18/23	197.99
	101411	• Inventory - Food	Pizza Order 2/18/23	197.99
	02/23/2023	S4176-23-9529	Pizza Order 2/17/23	229.49
	101411	• Inventory - Food	Pizza Order 2/17/23	229.49
	02/23/2023	S4176-23-9530	Pizza Order 2/17/23	76.99
	101411	• Inventory - Food	Pizza Order 2/17/23	76.99
	02/23/2023	S4176-23-9534	Pizza Order 2/22/23	83.49
	101411	• Inventory - Food	Pizza Order 2/22/23	83.49
02/23/2023	26133	Auto Check	Rob Gierke (00002700)	85.00
	02/23/2023	Reimbursement: 2/19/23	REIMB: Crew Breakfast	85.00
	107112	• Travel & Entertainment	REIMB: Crew Breakfast	85.00
02/23/2023	26134	Auto Check	Rocky Mountain Rigging (00002781)	14,079.60
	02/23/2023	Ana Gabriel Final	Rigging for Ana Gabriel	1,572.80
	104370	• Reimbursed Outside Event Expense	Rigging for Ana Gabriel	1,572.80
	02/23/2023	Old Dominion	Rigging for Old Dominion	12,506.80
	104370	• Reimbursed Outside Event Expense	Rigging for Old Dominion	12,506.80

**Toyota Center and Arena
Claims Roster
February 2023**

Date	Check	Method	Name	Amount
02/23/2023	26135	Auto Check	Roto-Rooter (00002782)	2,576.74
	02/23/2023	46712139	PO4103 - Plumbing Repair	793.51
	107212	• Building Repairs & Maintenance	Plumbing Repair	793.51
	02/23/2023	46710859	PO4083 - Plumbing Repair	717.96
	107212	• Building Repairs & Maintenance	Plumbing Repair	717.96
	02/23/2023	46710475	PO4082 - Plumbing Repair	516.33
	107212	• Building Repairs & Maintenance	Plumbing Repair	516.33
	02/23/2023	46709843	PO4081 - Plumbing Repair	548.94
	107212	• Building Repairs & Maintenance	Plumbing Repair	548.94
02/23/2023	26136	Auto Check	Spectrum Reach (00002871)	357.85
	02/23/2023	700021692	TV Ads for REO Speedwagon	357.85
	107402	• Event Advertising	TV Ads for REO Speedwagon	357.85
02/23/2023	26137	Auto Check	Springhill Suites of Kennewick (00002726)	671.15
	02/23/2023	206D500004214	Room Rental: Bluey	133.63
	104370	• Reimbursed Outside Event Expense	Room Rental: Bluey	133.63
	02/23/2023	206D500004215	Room Rental: Bluey	537.52
	104370	• Reimbursed Outside Event Expense	Room Rental: Bluey	537.52
02/23/2023	26138	Auto Check	Staples Advantage (00002740)	81.50
	02/23/2023	3530206411	PO4104 - Office Supplies	81.50
	107102	• Office Supplies	Office Supplies	81.50
			Due To/From TRCC	40.75
				40.75
02/23/2023	26139	Auto Check	Sunbelt Rentals, Inc. (00002783)	914.48
	02/23/2023	135924049-0001	Forklift for Bluey	914.48
	104370	• Reimbursed Outside Event Expense	Forklift for Bluey	914.48
02/23/2023	26140	Auto Check	Tim Berry (00002808)	116.25
	02/23/2023	LTS: January 2023	LTS: January 2023	116.25
	107304	• Contracted Services	LTS: January 2023	116.25
02/23/2023	26141	Auto Check	Tri-City Americans (00000851)	21,490.77
	02/23/2023	Ams v Everett 12/27/23	Ams v Everett 12/27/23	21,490.77
	102150	• A/P Settlements	Ams v Everett 12/27/23	21,490.77
02/23/2023	26142	Auto Check	US Foods (00002786)	27,236.75
	02/23/2023	4746207	Food Order 2/8/23	325.91
	101411	• Inventory - Food	Food Order 2/8/23	325.91
	02/23/2023	4772133	Food Order 2/9/23	5,474.42
	101411	• Inventory - Food	Food Order 2/9/23	5,474.42
	02/23/2023	4940948	Food Order 2/16/22	10,299.83
	101411	• Inventory - Food	Food Order 2/16/22	10,299.83
	02/23/2023	5044757	Food Order 2/21/23	11,136.59
	101411	• Inventory - Food	Food Order 2/21/23	11,136.59
02/23/2023	26143	Auto Check	VenuWorks, Inc. (00000894)	69,070.75
	02/23/2023	18445	Management Fee - FEB 23	10,406.41
	107306	• VenuWorks Management Fee	Management Fee - FEB 23	10,406.41
	02/23/2023	18397	Advertising Commissions	20,331.14
	102140	• Accrued Expenses - Other	Advertising Commissions	20,331.14
	02/23/2023	18398	F&B Commissions	38,333.20
	102140	• Accrued Expenses - Other	F&B Commissions	38,333.20
02/23/2023	26144	Auto Check	Vistar Corporation (00002787)	3,993.99
	02/23/2023	67355992	Food Order 2/15/23	1,154.32
	101411	• Inventory - Food	Food Order 2/15/23	1,154.32
	02/23/2023	67428971	Food Order 2/22/23	2,839.67
	101411	• Inventory - Food	Food Order 2/22/23	2,839.67
02/23/2023	26145	Auto Check	WCP Solutions (00002788)	1,625.89
	02/23/2023	13110383	PO4107 - Janitorial Supplies	158.42
	107203	• Janitorial Supplies	Janitorial Supplies	158.42
	02/23/2023	13110382	PO4107 - Janitorial Supplies	1,467.47
	107203	• Janitorial Supplies	Janitorial Supplies	1,467.47

**Toyota Center and Arena
Claims Roster
February 2023**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
02/27/2023		Wire Transfer	King Beverage (0000486)	6,104.25
	02/27/2023	2643523	Beer Order 2/23/23	6,129.35
	101413	• Inventory - Beer	Beer Order 2/23/23	6,129.35
	02/27/2023	40010157	Beer Credit 2/23/23	-25.10
	101413	• Inventory - Beer	Beer Credit 2/23/23	-25.10
02/28/2023		Wire Transfer	American Payment Solutions - APS (00002969)	431.73
	02/28/2023	Feb 2023 CC Fees TOYO		431.73
	107310	• Credit Card Fees	APS CC fees TOYO	431.73
02/28/2023		Wire Transfer	Revel Systems (00003299)	2,314.24
	02/28/2023	Monthly POS fees TOYO		2,314.24
			Due To/From TRCC	2,314.24
02/28/2023		Wire Transfer	Revel Systems (00003299)	8,065.63
	02/28/2023	Revel CC fees Feb 2023		8,065.63
	107310	• Credit Card Fees	Revel CC fees Feb 2023	8,065.63
02/28/2023		Wire Transfer	Umpqua Bank (00003286)	393.44
	02/28/2023	TOYO CC deposit adjust		393.44
	104510	• Concessions Sales - Food	TOYO CC deposit adjust	393.44
02/28/2023		Wire Transfer	Fintech (00003296)	23.37
	02/28/2023	Fintech fees Feb 2023		23.37
	107311	• Banking Fees	Fintech processing fees Feb 2023	23.37
02/26/2023	26146	Auto Check	Backstage Electric, Inc. (00002752)	21,053.50
	02/26/2023	2495	Old Dominion Stagehands	21,053.50
	104320	• Reimbursed Event Labor	Stagehands and load in/out Old Dominion	21,053.50
<u>TOYO Sterling Box Office Account</u>				
02/28/2023		Wire Transfer	American Express Card Processing (00003298)	90.67
	02/28/2023	Feb 2023 Box office AMEX		90.67
	107310	• Credit Card Fees	Feb 2023 Box office AMEX	
			Credit Card Fees	90.67
Total Paid:				\$ 609,464.39

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



Dan Legard, Finance Director

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

Check numbers 26044-26146	\$ 482,178.33
Electronic transfers - Operations	127,195.39
Electronic transfers - Box Office	90.67
Total	\$ 609,464.39

Exceptions:

Council Agenda Coversheet	Agenda Item Number: 4.c. Council Date: 5/2/2023 Agenda Item Type: General Business Item	Category: Consent Agenda
	Subject: Claims Roster - Columbia Park Golf Course Account Department: Finance Ordinance/Reso # Contract # Project # Permit #	
<p><u>Recommendation</u> That Council approve the Claims Roster for the Columbia Park Golf Course Account for March 2023.</p> <p><u>Motion for Consideration</u> Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2023 in the amount of \$30,360.91, comprised of check numbers 2739-2742 in the amount of \$5,669.00 and electronic transfers in the amount of \$24,691.91.</p> <p><u>Summary</u> The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.</p> <p><u>Alternatives</u> None.</p> <p><u>Fiscal Impact</u> \$30,360.91.</p>		
<u>Attachments:</u> 1. Roster		

**COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
MARCH 2023**

Check Number	Vendor Check Name	Check Date	Amount	Type
2739	COLUMBIA POINT GOLF COURSE	3/13/2023	384.60	Check
2740	KENNEWICK GOLF CORPORATION	3/13/2023	5,106.45	Check
2741	TOTAL E INTEGRATED INC.	3/13/2023	137.95	Check
2742	YELP	3/13/2023	40.00	Check
ADPTS 2452392	ADP TOTAL SOURCE (AUTOPAY)	3/13/2023	4,763.95	EFT
WA DOR 0032122038	DEPARTMENT OF REVENUE	3/27/2023	1,543.70	EFT
462796	WAMBEKE WINDOW WASHING	3/8/2023	25.00	EFT
463020	CITY OF KENNEWICK ELECTRICAL	3/15/2023	123.98	EFT
463099	ODP BUSINESS SOLUTIONS, LLC	3/15/2023	\$98.11	EFT
463995	NORTHWEST GOLF CARS LLC	3/29/2023	\$230.30	EFT
464031	PLANET TURF - SPOKANE VALLEY	3/29/2023	\$2,289.79	EFT
464082	WAMBEKE WINDOW WASHING	3/29/2023	\$25.00	EFT
Paid by ACH	CINTAS CORPORATION #085	3/9/2023	\$123.33	EFT
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	3/16/2023	\$101.32	EFT
Paid by ACH	CINTAS CORPORATION #085	3/30/2023	123.33	EFT
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	3/30/2023	62.75	EFT
Paid by ACH	R&R PRODUCTS INC	3/30/2023	\$963.57	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/10/2023	\$4,950.97	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/24/2023	\$7,397.47	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	3/31/2023	\$1,327.00	EFT
Bank Deduction	MERCHANT SERVICES	3/1/2023	\$495.12	EFT
Bank Deduction	US BANK	3/14/2023	\$47.22	EFT
			<u>\$30,360.91</u>	

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



Dan Legard, Finance Director

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

Check numbers 2739-2742	\$ 5,669.00
Electronic transfers	24,691.91
Total	<u>\$ 30,360.91</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2739	COLUMBIA POINT GOLF COURSE	3/13/2023		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2740	KENNEWICK GOLF CORPORATION	3/13/2023		\$5,106.45	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$5,106.45
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,277.20	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,829.25	
2741	TOTAL E INTEGRATED INC.	3/13/2023		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2742	YELP	3/13/2023		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
ADPTS 2452392	ADP TOTAL SOURCE (AUTOPAY)	3/13/2023		\$4,763.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,763.95
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,820.00	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,943.95	
WA DOR 0032122038	DEPARTMENT OF REVENUE	3/27/2023		\$1,543.70	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,543.70
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$682.02	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$861.68	
462796	WAMBEKE WINDOW WASHING	3/8/2023		\$25.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$25.00
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$25.00	
463020	CITY OF KENNEWICK ELECTRICAL	3/15/2023		\$123.98	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$123.98
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$94.82	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$29.16	
463099	ODP BUSINESS SOLUTIONS, LLC	3/15/2023		\$98.11	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$98.11
	PURCH	52500-080-244-00		\$98.11	
463995	NORTHWEST GOLF CARS LLC	3/29/2023		\$230.30	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$230.30
	PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR	\$230.30	
464031	PLANET TURF - SPOKANE VALLEY	3/29/2023		\$2,289.79	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$2,289.79
	PURCH	57000-060-244-00	CHEMICALS - FERTILIZER	\$2,095.79	
	PURCH	56000-060-244-00	MATERIALS - SEED (GREENS)	\$194.00	
464082	WAMBEKE WINDOW WASHING	3/29/2023		\$25.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$25.00
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$25.00	
Paid by ACH	CINTAS CORPORATION #085	3/9/2023		\$123.33	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$123.33
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$56.54	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$66.79	
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	3/16/2023		\$101.32	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$101.32
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$27.60	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$73.72	
Paid by ACH	CINTAS CORPORATION #085	3/30/2023		\$123.33	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$123.33
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$56.55	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$66.78	
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	3/30/2023		\$62.75	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$62.75
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$9.50	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$53.25	
Paid by ACH	R&R PRODUCTS INC	3/30/2023		\$963.57	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$963.57
	PURCH	55850-060-244-00	55850-060-244-00	\$963.57	

Check	Vendor	Date	Amount	Debit	Credit
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/10/2023		\$4,950.97	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$4,950.97
	PURCH	50200-050-244-00	HOURLY WAGES	\$2,630.99	
	PURCH	50200-060-244-00	HOURLY WAGES	\$2,314.58	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$562.29
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$381.15
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$471.50	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$367.53	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$82.11	
	PURCH	52100-050-244-00	CELL PHONE	\$27.70	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/24/2023		\$7,397.47	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$7,397.47
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,963.14	
	PURCH	50200-060-244-00	HOURLY WAGES	\$3,120.25	
	PURCH	50300-050-244-00	BONUSES		
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$562.29
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$381.15
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$698.39	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$505.24	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$26.19	
	PURCH	52100-050-244-00	CELL PHONE	\$27.70	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	3/31/2023		\$1,327.00	
	PURCH	50000-000-244-00	TEMPORARY ACCT		\$1,327.00
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$78.31	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENT	\$192.88	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENT	\$160.19	
	PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$315.55	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$52.89	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$126.50	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES	\$73.24	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.26	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$105.43	
	PURCH	55850-050-244-00	COURSE ACCESSORIES MAINT	\$212.75	
Bank Deduction	MERCHANT SERVICES	3/1/2023		\$495.12	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$495.12
	PURCH	54000-080-244-00	BANK CHARGES	\$495.12	
Bank Deduction	US Bank	3/14/2023		\$47.22	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$47.22
	PURCH	54000-080-244-00	BANK CHARGES	\$47.22	

Council Agenda Coversheet	Agenda Item Number: 4.d. Council Date: 5/2/2023 Agenda Item Type: General Business Item Subject: Payroll Roster - Pay Period Ending 4/15/2023 Department: Finance Ordinance/Reso # Contract # Project # Permit #	Category: Consent Agenda
	Recommendation Staff recommends that Council approve the Payroll Roster. Motion for Consideration Motion to approve the Payroll Roster for the pay period ending 4/15/2023. Summary None. Alternatives None. Fiscal Impact Total: \$2,527,938.01	
Attachments: 1. Roster		

May 2, 2023

All Departments:

April 15, 2023

ADMINISTRATIVE TEAM		2,959.12
CITY COUNCIL		4,787.50
CITY MANAGER		13,416.50
CIVIL SERVICE		1,773.75
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		27,863.50
EMPLOYEE & COMMUNITY RELATIONS		50,201.21
ENGINEERING		51,550.79
FACILITIES & GROUNDS		115,682.40
FINANCE		60,389.24
FIRE		112,932.16
LEGAL SERVICES		19,653.56
MANAGEMENT SERVICES		104,858.44
POLICE		525,415.02
	Subtotal General Fund	1,091,483.19
STREETS		24,952.84
TRAFFIC		22,605.87
	Subtotal Street Fund	47,558.71
BI-PIN		11,398.44
BUILDING SAFETY		47,241.75
COMMUNITY DEVELOPMENT		3,232.95
CRIMINAL JUSTICE		90,939.42
EQUIPMENT RENTAL		13,186.20
MEDICAL SERVICES		362,606.15
RISK MANAGEMENT		4,078.73
STORMWATER UTILITY		18,761.54
WATER & SEWER		143,098.08
	Subtotal Other Funds	694,543.26
	Total Salaries and Wages	1,833,585.16
Benefits:		
Dental Insurance		24,504.15
Industrial Insurance		53,368.93
Life Insurance		5,319.01
Long Term Disability Insurance		6,113.85
Medical Insurance		352,923.01
Medical Retirement Account		3,150.00
Retirement		133,337.15
Social Security (FICA)		108,209.57
Vision Insurance		0.13
Vision Insurance		3,607.81
WA Family Leave		3,819.24
	Total Benefits	694,352.85
	Grand Total	<u>\$2,527,938.01</u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,527,938.01 comprised of check numbers 76535 through 76550 and direct deposit numbers 212318 through 212765.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number: 4.e. Council Date: 5/2/2023 Agenda Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Regional Algal Bloom Lab Screening Services ILA Department: Public Works Ordinance/Reso # Contract # Project # Permit #	
<p><u>Recommendation</u> That council authorizes the City Manager to sign the Interlocal Agreement with Richland, Pasco, West Richland and Benton-Franklin Health District (BFHD) for Regional Algal Bloom Laboratory Screening Services.</p> <p><u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Interlocal Agreement with Richland, Pasco, West Richland and Benton-Franklin Health District (BFHD) for Regional Algal Bloom Laboratory Screening Services.</p> <p><u>Summary</u> In response to the Harmful Algal Bloom (HAB) experienced in the Columbia River in the fall of 2021, the Department of Health has recommended the Cities of Kennewick, Richland, Pasco, and West Richland develop an Algal Bloom Management and Response Plan as it relates to treatment of potable water sources.</p> <p>As this is a regional issue, an Interlocal Agreement (ILA) has been created between the cities and the Benton Franklin Health District (BFHD) to analyze screening samples as identified in the sampling plan. Should any of the screening samples come back with a positive HAB result, more detailed water analyses efforts will be required with samples being sent to King County Labs (or other EPA certified labs) for EPA approved analysis.</p> <p>This agreement is a renewal of the previously established ILA from 2022. This 2023 ILA has a 5-year term.</p> <p>Laboratory screening costs will be shared among participating agencies with Kennewick's portion being 22.2%. Assuming more detailed HAB analyses are not required, Kennewick's portion of the screening costs with BFHD are estimated at \$3,500.</p> <p><u>Alternatives</u> None recommended.</p> <p><u>Fiscal Impact</u> Water and Sewer Funds \$3500</p>		
<p><u>Attachments:</u> 1. Agreement</p>		

INTERLOCAL COOPERATION AGREEMENT

Between

**Cities of Kennewick, Richland, Pasco, West Richland, and the
Benton Franklin Health District**

For

Funding the Operation of a Regional Algal Bloom Laboratory Screening Service

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2023 by and between the **City of Kennewick** (hereinafter “Kennewick”), the **City of Richland** (hereinafter “Richland”), the **City of Pasco** (hereinafter “Pasco”), the **City of West Richland** (hereinafter “West Richland”), all municipal corporations of the State of Washington and referred to collectively as the “Cities”, and the **Benton-Franklin Health District** (hereinafter “BFHD”), a Washington public health district formed pursuant to Ch. 70.46 RCW. The Cities and BFHD are referred to collectively herein as the “Parties” and individually as a “Party”. This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the Cities access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by HABs to the region’s public water supplies; and

WHEREAS, in April 2022, the Parties executed an interlocal agreement to fund the operation of a regional algal bloom laboratory screening service, and that agreement has since expired; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and BFHD have partnered to equip BFHD with equipment and training to establish a local capability to screen untreated water samples for the presence of toxins associated with HABs; and

WHEREAS, there is a need to fund ongoing operation of the BFHD laboratory water screening process; and

WHEREAS, the Cities' best interests are served by collectively funding a fair share of the BFHD laboratory operation as an element of its harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize a collaborative effort between the Parties to fund a harmful algae bloom water quality laboratory screening program in support of the regional Quad-City Algal Bloom Management and Response Plan.

Section 2. Legal Entity

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

Section 3. Administration

For purposes of this Agreement, BFHD shall be the administrator and shall operate the harmful algae bloom screening laboratory and issue invoices to the Cities for laboratory services provided as described below.

Section 4. Costs, Funding and Contributions

BFHD laboratory testing expenses for untreated drinking water samples collected and delivered by the Cities shall be shared between Richland, West Richland, Pasco and Kennewick. BFHD, Richland, Kennewick, and Pasco shall each contribute an amount equal to $\frac{2}{7}$ (28.6%) of the laboratory operating costs. West Richland shall contribute an amount equal to $\frac{1}{7}$ (14.3%) of the laboratory operating costs. BFHD shall issue invoices to Richland, West Richland, Pasco, and Kennewick for the Cities' respective share of the expenses. Laboratory testing shall be provided at a flat rate of \$65.00 per test, based on the actual cost for providing the services and include time, materials, and indirect costs per BFHD Fee Policy. Testing fees will be reviewed annually and adjusted as costs change. Upon request, BFHD will provide an estimate for budgeting purposes to the Cities. BFHD shall submit monthly invoices via e-mail to the Billing/Financial contact of each city (or their successor) listed in **Exhibit A**.

Section 5. Water Quality Screening Program Responsibilities

BFHD will operate a laboratory using the ELISA analysis method that will be used to analyze untreated Columbia River water samples. The ELISA method is intended to provide screening for the presence of HAB-related toxins, but is not sufficient to accurately quantify specific concentrations of toxins that are needed for treatment process controls and public information. The intended program involves one (1) sample run every second and fourth Tuesday of each month beginning in early April through the end of November. BFHD will provide sample bottles and sample collection instructions to Richland, Pasco and Kennewick. Richland, Pasco and Kennewick will collect and deliver untreated Columbia River water samples to the BFHD on the designated days. BFHD will complete the laboratory analysis and provide preliminary results on or before the end of the business day following sample delivery.

In accordance with the Regional Quad-City Algal Bloom Management Plan, if algae bloom-related toxins are detected in the BFHD ELISA analysis, Richland, Pasco, and Kennewick will begin

analytical sampling of untreated and finished water samples at their water treatment plants. The analytical sampling will use another laboratory for the sample analysis. Richland, Pasco and Kennewick will cease delivering samples to BFHD's screening laboratory until such time as the Cities, operating under the terms of the Regional Algal Bloom Management Plan and the Washington State Department of Health regulatory oversight, cease analytical sampling at the water treatment plants. During analytical sampling, the cost-sharing approach to the BFHD ELISA laboratory will be suspended. If the BFHD ELISA laboratory is reactivated for municipal water supplies, the cost-sharing approach will resume.

Section 6. Property

No real or personal property shall be acquired as a consequence of the execution of this Agreement. Each Party shall own and receive its own copy of BFHD laboratory analysis reports produced as a result of this Agreement.

Section 7. Additional Resources

BFHD, Richland, Kennewick, Pasco, and West Richland will be responsible for its own labor and equipment as needed to support sample collection and transportation and for operational decisions and actions taken in response to laboratory results.

Section 8. Duration

This Agreement shall start effective May 1, 2023 and shall expire on December 31, 2028. This Agreement may be renegotiated sooner if any rules or regulations regarding the monitoring or management of HAB change.

Section 9. Termination

This Agreement may be terminated by a Party's written notice to the others, which notice shall be effective 120 (120) days after received by the last party required to be notified. The remaining Parties may choose to provide a written modification to this Agreement or continue to operate under this Agreement without the noticing Party.

Section 10. Notices

Contact information for each agency is provided in **Exhibit A**. Written notice shall be directed to the first two names of each agency as identified on **Exhibit A**. For purposes of this Agreement, email is considered an acceptable form of official notice.

Section 11. Filing

Upon execution by all Parties, this Agreement shall become effective as of the date first written above. The Cities will post the fully executed Agreement on their respective websites pursuant to RCW 39.34.040.

Section 12. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned Party.

Section 13. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of this Agreement or the applications of the remainder of this Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 14. Jurisdiction & Venue

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

Section 15. Waiver

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

Section 16. Authority to Execute.

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

Section 17. Counterpart Originals.

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

BENTON-FRANKLIN HEALTH DISTRICT

Jason Zaccaria, District Administrator

CITY OF RICHLAND

Jon Amundson, ICMA-CM, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Brent Gerry, Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz, City Attorney

CITY OF KENNEWICK

Marie Mosley, City Manager

Attest:

Terri L. Wright, City Clerk

Approved as to form:

Lisa Beaton, City Attorney

CITY OF PASCO

Adam R. Lincoln, City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, City Attorney

Exhibit A – Organizational Contracts

Benton-Franklin Health District		Phone: (509) 460-4200	
7102 W. Okanogan Place		Fax: (509) 460-4590	
Kennewick, WA 99336			
Title/Role	Contact Name	Phone	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	Jasonz@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Climate Effects Specialist	Jim Coleman	509-460-4319	Jamesc@bfhd.wa.gov
Investigations Planning & Preparedness Manager	Erin Hockaday	509-460-4326	Erint@bfhd.wa.gov
Billing Manager	Cyndi Cantu	509-460-4276	Cynthiaca@bfhd.wa.gov

City of Richland		Phone: (509) 942-7500	
625 Swift Blvd, MS-26		Fax: n/a	
Richland, WA 99352			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Jon Amundson	(509) 942-7380	jamundson@ci.richland.wa.us
Public Works Director	Pete Rogalsky	(509) 942-7558	progalsky@ci.richland.wa.us
Public Works Admin (Billing/Finance)	Kristin Rawlinson	(509) 942-7466	krawlinson@ci.richland.wa.us

City of Kennewick		Phone: (509) 585-4419	
210 W. 6 th Avenue		Fax: n/a	
Kennewick, WA 99336			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Marie Mosley	(509) 585-4251	Marie.Mosley@ci.kennewick.wa.us
Public Works Director	Cary M. Roe	(509) 585-4292	Cary.Roe@ci.kennewick.wa.us
Billing/Finance	Cindy Meyer	(509) 585-4249	Cindy.Meyer@ci.kennewick.wa.us

City of Pasco		Phone:	
525 N. 3 rd Ave.		Fax:	
Pasco, WA 99301			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Adam Lincoln	(509) 543-5760	lincolna@pasco-wa.gov
Public Works Director	Steve Worley	(509) 543-5738	Worleys@pasco-wa.gov
Finance Director	Darcy Buckley	(509) 545-3432	buckleyd@pasco-wa.gov
Division Manager	Heath Bateman	(509) 947-0558	Batemanh@pasco-wa.gov

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA 99353

Phone: (509) 967-3431
Fax: (509) 967-5706
UEI #:

Responsibility	Contact Name	Phone	Email
Mayor/Signature Authority	Brent Gerry	(509) 967-3431	bgerry@westrichland.org
Public Works Director	Roscoe Slade	(509) 967-5434	roscoe@westrichland.org
Billing/Finance	Erin Gwinn	(509) 967-3431	accountspayable@westrichland.org

Council Agenda Coversheet	Agenda Item Number: 4.f. Council Date: 5/2/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Benton PUD ILA Department: Public Works Ord/Reso # Contract # Project # P2010 Permit #	
<p><u>Recommendation</u></p> <p>That Council authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Deschutes and Columbia Center Blvd Intersection Improvement Project.</p> <p><u>Motion for Consideration</u></p> <p>Motion to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Deschutes and Columbia Center Blvd Intersection Improvement Project.</p> <p><u>Summary</u></p> <p>The purpose of this agreement is to establish roles of the jurisdictions in the construction of the City's Deschutes and Columbia Center Blvd Intersection Improvement Project. The Deschutes and Columbia Center Blvd Intersection Improvement Project is currently scheduled for construction to start this summer and involves constructing a new traffic signal system to accommodate a new right-turn lane for added turning capacity for west-bound traffic turning northbound onto Columbia Center Blvd.</p> <p>In addition, the proposed work will require the installation of a roundabout at Colorado St and Deschutes Ave. This proposed work will be in preparation to widen Columbia Center Blvd north of Deschutes Ave, adding a 3rd lane for northbound and southbound through traffic on Columbia Center Blvd to Quinault Ave.</p> <p>As a part of this intersection improvement project, the City along with several other utilities, will be installing underground conduit within the street right- of-way. It was noted during the design phase that Benton PUD's power pole on the northeast corner of the intersection will be in conflict with the City's improvements to widen this intersection. As a part of Benton PUD's franchise agreement with the City, it is Benton PUD's responsibility and at their cost to relocate their facilities in order to avoid conflict with the City's improvements when the conflict is within the City's right- of-way.</p> <p>Benton PUD has decided instead of moving this power pole in conflict, that they would instead relocate the power to underground. Additionally, PUD is requesting to include this underground work into the City's Deschutes and Columbia Center Blvd Intersection Improvement Project in order to minimize any conflict with this relocation work and the City's intersection improvement project. The City's contractor would then be able to incorporate the work into their overall schedule and the City would pass the install charges back to Benton PUD.</p> <p><u>Alternatives</u></p> <p>Reject agreement and require Benton PUD to complete the work on their own which could potentially delay our contracted work.</p> <p><u>Fiscal Impact</u></p> <p>No fiscal impact since all contract costs associated with this work will be passed on to Benton PUD.</p>		
<p>Attachments:</p> <p>1. Agreement</p>		

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE
P2010 – DESCHUTES/COLUMBIA CENTER BLVD. INTERSECTION PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this _____ day of _____, 2023, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the "City", and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the "Public Utility District #1" enter into the following agreement:

WHEREAS the City is to construct a new traffic signal system at the intersection of Deschutes Ave. and Columbia Center Blvd. to accommodate a new right-turn lane for added turning capacity for west-bound traffic turning northbound onto Columbia Center Blvd. This proposed work will require reconstructing each corner and widening each approach at the intersection. In addition, the proposed work will require the installation of a roundabout at Colorado St. and Deschutes Ave.; and

WHEREAS the City will be impacting the Public Utility District #1's infrastructure, causing their Electrical system to be relocated in order to avoid the intersection improvements; and

WHEREAS the work covered under this agreement can be defined by four (4) specific tasks:

1. Relocation of Overhead Electrical Distribution poles.
2. Relocation of Transformer for Traffic Signal System and Street Lighting
3. Installation of Underground Electrical power.
4. Installation and relocation of Vaults, Switch Cabinets and related equipment as necessary for the City project.

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. For relocation of Overhead Electrical to Underground Electrical utilities, the Public Utility District #1 shall provide the City with specifications of the Public Utility District #1 part of the project for the Underground Electrical installation, which includes, but is not limited to trench excavation, hole excavation, crushed surfacing top course backfill and gravel bedding for vaults, junction boxes and conduit runs, controlled density pavement (CDF) backfill around existing AC

water mains, sidewalk and landscape restoration work. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions for the Public Utility District #1's portion of the project.

Section 2. The City will bid the project so that the cost of the trench, backfill, benching, gravel bedding, pavement, curb, gutter, sidewalk and landscape restoration work required for the Public Utility District #1's portion of the Underground Electrical installation shall be included in the scope as a separate schedule(s) of the bid, which will be paid for through the P2010 – Deschutes/Columbia Center Blvd. Intersection Project, but reimbursed by Public Utility District #1. Installation of all materials for the Public Utility District #1's portion will be completed by Public Utility District #1 and/or its contractor.

Section 3. The City will bid the City's Project and the Public Utility District #1's schedule(s) together in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Project.

Section 4. The City will provide primary oversight, construction management and inspection to excavate for the new Underground Electrical infrastructure. The Public Utility District #1 will provide periodic inspections, final inspection, punch list, and approval of the Public Utility District #1's Underground infrastructure. The Public Utility District #1 shall provide the City with a written punch list for the Public Utility District #1's Underground Electrical infrastructure within two (2) working days of completion by the City's contractor. The City shall seek timely completion of the Public Utility District #1's punch list.

Section 5. The City's Project includes, but is not limited to constructing curb, gutter, sidewalk, traffic curbing, concrete traffic islands, retaining walls, driveways, storm drainage, utility trench excavation, landscape and irrigation restoration, HMA patching and overlay, striping, signage and a new signal system. Along Deschutes Ave the entire intersection at Columbia Center Blvd and at Colorado St. will be overlaid with hot mix asphalt and restriped. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions. All material and labor (excluding any trenching, backfill, benching and restoration work) will be provided by and installed by Public Utility District #1 and/or its contractor for Public Utility District #1's portion of the Underground Electrical installation.

Section 6. The Public Utility District #1 shall approve trench excavation widths, hole excavation sizes, gravel bedding for the vaults and junction boxes, trench backfill, landscape restoration and sidewalk restoration associated with their Underground Electrical installation work. The Public Utility District #1 shall provide the name and contact information for a Public Utility District #1 representative that has full authority to approve change orders associated with the Project.

Section 7. For the Overhead Electrical pole relocation work performed entirely by the Public Utility District #1, and the underground power conduit and vault installation within the City's project limits for the Underground Electrical power work not performed in the City's P2010 – Deschutes/Columbia Center Blvd. Intersection Project, and work herein mentioned in this agreement, the City shall invoice the Public Utility District #1 on a monthly basis as costs are incurred, with a not to exceed amount of **\$93,120.00**.

Section 8. The City will require the successful bidder for the City's Project to conform to Washington law prescribed for Public Works Projects, including the payment of prevailing wage and the submission of the required performance bond.

Section 9. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 10. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 11. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 12. Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

Section 13. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

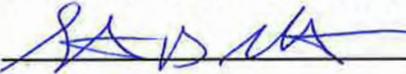
Section 14. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate.

Section 15. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

BENTON PUBLIC UTILITY DISTRICT

By: _____

By:  _____

Title: _____

Title: AGM _____

ATTEST BY:

Terri Wright, City Clerk

APPROVED AS TO FORM:

Lisa Beaton, City Attorney

Council Agenda Coversheet	Agenda Item Number: 4.g. Council Date: 5/2/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: SIU Interlocal Agreement Department: Police Department Ord/Reso # Contract # Project # Permit #	
<p><u>Recommendation</u> Authorize the City Manager to sign the Special Investigation Unit (SIU) Interlocal Agreement.</p> <p><u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Special Investigation Unit (SIU) Interlocal Agreement.</p> <p><u>Summary</u> The Special Investigation Unit Protocol within the interlocal agreement has been updated to align with current legislation. Therefore, this agreement needs to be signed by the participating agencies.</p> <p>The agencies include Benton, Franklin and Walla Counties; the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, Connell, Walla Walla, College Place; the Washington State Patrol and the Washington State Department of Fish and Wildlife.</p> <p>The Kennewick Police Department has been a participant of this agreement since the unit was formed.</p> <p><u>Alternatives</u> None.</p> <p><u>Fiscal Impact</u> None.</p>		
<p><u>Attachments:</u> 1. Agreement</p>		

**INTERLOCAL AGREEMENT FOR
SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE
OFFICER INVOLVED INCIDENTS**

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties and its recording with the Benton County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. **PARTIES**. The parties to this agreement are Benton, Franklin, and Walla Walla Counties, political subdivisions of the State of Washington, the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, Connell, Walla Walla, College Place, the Washington State Patrol, and the Washington State Department of Fish and Wildlife, an agency of the State of Washington.
2. **AUTHORITY**. This agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.
3. **PURPOSE**. The parties hereto desire to continue participation in a Special Investigations Unit established in 2011 consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough, and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person. Any party may request assistance from SIU considering the complexity of an investigation that requires additional resources.
4. **FORMATION**. This multi-jurisdictional team shall continue to be known as the “SPECIAL INVESTIGATIONS UNIT” (“SIU”), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with the Special Investigations Unit Protocol, attached as Exhibit A and incorporated herein by reference (“SIU Protocol”).
5. **DURATION AND TERMINATION**. The term of this Agreement shall be through December 31, 2023. This agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this agreement.

A party may terminate this Agreement or, alternatively, withdraw its participation in SIU by providing written notice to the chief law enforcement officer for each party of its intent to terminate or withdraw from this Agreement. A notice of termination or withdrawal shall become effective up the latter of; a) ninety (90) days after service of the notice on the chief law enforcement officers for all parties; or b) at the conclusion of any SIU investigation that is pending on the date specified by (a) above.

6. **GOVERNANCE**. SIU shall be governed by the SIU Protocol attached hereto and incorporated by reference. The SIU Protocol may be amended from time to time by written approval of the Sheriffs and Chiefs for all parties to this Agreement. Upon such amendment, the amended SIU Protocol will be provided to each Sheriff and Chief and shall supersede any prior versions with the SIU Protocol.
7. **ASSIGNMENT OF OFFICERS**. The parties agree to cooperate with respect to the assigning of officers to the SIU and that the appointment of SIU Officers will be in accordance with the SIU Protocol.
8. **REQUEST FOR SIU ASSISTANCE**. As stated in the SIU Protocol, departments are under no obligation to request the assistance of SIU. If the assistance of the SIU is requested, the SIU shall be activated and will operate pursuant to the SIU Protocol.
9. **ALLOCATION OF LIABILITY / INDEMNIFICATION**. Each of the parties agrees that any liability or claim for property damages arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the party that requests SIU assistance. Each of the parties agrees that any other liability or claim arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the agency employing the SIU officer (s) whose actions or inactions are in question. These provisions are intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040. These provisions are not intended to require indemnification or payment by any party of that portion of any judgement against any members of the SIU team or party hereto based on intentional wrongful conduct that is outside the scope of employment of any members of the SIU or that portion of any judgement for punitive damages against a SIU team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of any individual against whom said judgment is rendered unless his or her employer elects to make said payment voluntarily.

In the event that a claim or lawsuit is brought against a party or its employee (s) for actions arising out of their conduct in the operation of the SIU, such party shall promptly notify all other parties in writing that said claim or lawsuit has been filed or commenced.

10. **COMPLETE AGREEMENT**. This agreement and the exhibit attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior negotiations, agreements and understandings with respect including but not limited to the SIU interlocal agreements executed by several of

the parties in 2019 and in 2011. This Agreement may only be amended by written document duly executed by all parties.

11. **INTERLOCAL COOPERATION ACT PROVISIONS**. No special budget or funds are anticipated nor created to implement this Agreement. It is not intended that separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property contemplated other than as specifically provided within the terms of this Agreement. The Sheriff of Benton County, or his or her designee, shall be the Administrator of the Interlocal Agreement.
12. **FILING WITH THE AUDITOR**. This Agreement shall be filed with the Benton County Auditor.
13. **AUTHORIZED SIGNATORIES**. 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.

BENTON COUNTY

Tom Croskrey, Sheriff

Date: _____

 _____
Eric Eisinger, Prosecuting Attorney

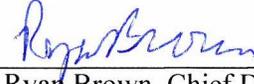
DS
EE

Date: 3/24/2023

Attest: _____

By: _____

Approved as to form:

 _____
Ryan Brown, Chief Deputy - Civil

FRANKLIN COUNTY

Jim Raymond, Sheriff

Date: _____

Shawn Sant, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

Daniel Stovern, Chief Civil Deputy PA

WALLA WALLA COUNTY

Mark Crider, Sheriff

Date: _____

Gabe Acosta, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

April King, Chief Deputy Prosecutor

CITY OF CONNELL

Chris Lee, Chief of Police

Date: _____

Lee Barrow, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Heidi Ellerd, City Attorney

CITY OF KENNEWICK

Chris Guerrero, Chief of Police

Date: _____

Marie Mosley, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Lisa Beaton, City Attorney

CITY OF COLLEGE PLACE

DocuSigned by:
Troy Tomaras
9F73DA81DBE2450...

Troy Tomaras, Chief of Police

Date: 3/29/2023

DocuSigned by:
Michael Rizzitiello
D99CA07410F31D...

Michael Rizzitiello, City Administrator

Date: 3/30/2023

Attest: _____

By: _____

Approved as to form:

DocuSigned by:
Rea Culwell
D2A91C822E3A4F6...

Rea Culwell, City Attorney

CITY OF PASCO

Ken Roske, Chief of Police

Date: _____

Adam Lincoln, Interim City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Eric Ferguson, City Attorney

CITY OF PROSSER

Jay King, Chief of Police

Date: _____

Randy Taylor, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Howard Saxton, City Attorney

CITY OF WEST RICHLAND

Thomas Grego, Chief of Police

Date: _____

Brent Gerry, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

Jessica Foltz, City Attorney

CITY OF RICHLAND

Britt Clary, Chief of Police

Date: _____

Jon Amundson, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WALLA WALLA

Chris Buttice, Chief of Police

Date: _____

DocuSigned by:
Elizabeth F. Chamberlain
3BF81201DB0244F
Elizabeth Chamberlain, City Manager

Date: 3/27/2023

Attest: _____

By: _____

Approved as to form:

June Riley, City Attorney

WASHINGTON STATE PATROL

John R. Batiste, Chief

Date: _____

**WASHINGTON STATE
DEPARTMENT OF FISH AND
WILDLIFE**

DocuSigned by:
Steve Bear

DE56B89780B84C6...

Steve Bear, Chief

3/27/2023

Date: _____

EXHIBIT A



SPECIAL INVESTIGATIONS UNIT PROTOCOL

Benton County Sheriff's Office
Kennewick Police Department
Richland Police Department
West Richland Police Department
Prosser Police Department
Benton County Prosecutor
Benton County Coroner

Franklin County Sheriff's Office
Pasco Police Department
Connell Police Department
Franklin County Prosecutor
Franklin County Coroner

Walla Walla County Sheriff's Office
Walla Walla Police Department
College Place Police Department
Walla Walla County Prosecutor
Walla Walla County Coroner

Washington State Department of Fish and Wildlife

Washington State Patrol

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1. MISSION AND PURPOSE OF SIU

The purpose of the Special Investigations Unit (SIU) is to investigate officer-involved incidents occurring within Benton, Franklin and Walla Walla Counties that involve substantial bodily harm or death. In accordance with RCW 10.114.011, the SIU shall conduct an independent criminal investigation to determine the facts of what occurred. The results of the SIU investigation shall be forwarded to the Venue County Prosecutor's office for review. The Prosecutor's Office, not the SIU, will interpret statutory law as it pertains to the incident and determine if there were any criminal violations.

The SIU shall meet the definition and criteria of Independent Investigative Team (IIT) as defined by WAC 139-12. The SIU Commander is responsible for ensuring SIU complies with relevant RCW's and WAC's.

While SIU does not investigate administrative concerns the Employer Agency may have, it is recognized the criminal investigation results are of interest to the Venue and Employer Agencies for their internal use. The results of the SIU criminal investigation will be fully available to the Venue and Employer Agencies for that purpose unless otherwise prohibited by law.

SIU criminal investigations shall follow the rules of law established by the state and federal constitutions and statutory and case law applicable to criminal investigations. The independent investigation shall be performed in a manner that provides both the appearance and the reality of an objective, thorough, fair, complete and professional investigation that is free of conflicts of interest.

2. GOALS OF SIU

In accordance with state law, to include RCW 10.114.011 and WAC 139-12, the goals of SIU shall be:

- A. To perform the criminal investigation of officer-involved incidents likely to result in substantial bodily harm or death.
- B. To apply best-practice methods for a thorough and complete criminal investigation.
- C. To promote public trust by conducting independent, objective, professional, and consistent multi-jurisdictional investigations of officer-involved incidents involving substantial bodily harm or death.
- D. To maximize the availability and sharing of the latest technological equipment and techniques.
- E. To consolidate and share the skills of the most experienced and qualified commanders, supervisors and investigators.
- F. To conduct thorough investigations in a timely fashion.

3. GOVERNANCE

The creation and operation of the Special Investigations Unit (SIU) will be governed by an Inter-Local Agreement signed by the CEO's of participating law enforcement, prosecutor and coroner agencies. SIU Protocol and Guidelines will identify operational aspects of the Unit.

4. CRIMINAL INVESTIGATION AND ADMINISTRATIVE REVIEW

The SIU shall only conduct the criminal investigation of an incident. The SIU shall not conduct administrative investigations/reviews of incidents.

The Employer Agency shall be responsible for any administrative investigation/review of officer-involved incidents. The SIU criminal investigation has investigative priority over the administrative investigation/review. No member of the Employer Agency, to include personnel conducting an administrative investigation/review, will be involved in an SIU criminal investigation except as noted below

Employer Agency personnel conducting an administrative investigation/review may observe, in a non-participatory role, an SIU interview with the Involved Officer(s) or Witness Officer(s) if:

- A. The Involved Officer(s) or Witness Officer(s) desires to provide a single, voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting the administrative investigation/review be

allowed to observe the SIU criminal investigation interview. The Administrative Investigator would then be allowed to observe, but not partake in, the criminal investigation interview. The Administrative Investigator may then conduct the administrative interview, but only after the SIU Investigators have completed their criminal investigation interview and left the room.

- B. The Employer Agency requests the Administrative Investigator be allowed to observe, but not partake in, the SIU criminal investigation interview so as to not subject the Involved Officer(s) or Witness Officer(s) from having to be involved in multiple interviews. This shall only be permitted if agreed upon by the Involved Officer(s) or Witness Officer(s).

The results of the SIU criminal investigation may be provided to the Employer Agency for purposes of the administrative investigation/review. No portion of an administrative investigation/review shall be used by the SIU in their criminal investigation.

5. COSTS

Each Member Agency shall be responsible for their employees' wages and associated employee costs of the SIU.

Any necessary equipment or other associated investigative costs that are not covered by the shared resources of the Member Agencies shall be the responsibility of the Venue Agency, upon the approval of the Venue Agency Chief/Sheriff. This includes potential costs for a private company to transcribe SIU recorded interviews. The SIU Incident Commander shall consult with the Venue Agency Chief/Sheriff prior to committing to any additional costs.

The SIU will not be responsible for handling claims of damage to private property as a result of the Officer-Involved Incident or subsequent criminal investigation. Responsibility for handling such claims shall fall upon the Venue Agency Chief/Sheriff.

6. DEFINITIONS

A. DEADLY FORCE

As defined by RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

B. EMPLOYER AGENCY

The Member Agency that employs the Involved Officer, or employs an officer who is the victim of a fatal or substantial bodily injury. In many cases the Venue Agency will also be the Employer Agency.

C. FATAL INJURY

Injury resulting in death.

D. INVOLVED OFFICER

1. The police employee who used lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.
2. An officer who operated a motor vehicle while on-duty that was involved in a fatal injury and meets the criteria identified in Section 6A(6), "Definitions."

E. MEMBER AGENCIES

Those agencies that have reviewed and agreed to the terms of the Inter-Local Agreement that adopts this Protocol.

1. Voting Member Agency: A Member Agency that has a representative assigned to SIU. These agencies will be allowed to vote on matters related to SIU (i.e. proposed revisions to the SIU Protocol).
2. Non-Voting Member Agency: A Member Agency that does not have a representative assigned to SIU. These agencies may be allowed to participate in SIU discussions, but will not be allowed to vote on matters related to SIU.

F. OFFICER-INVOLVED INCIDENT

Incidents in which the member of a participating agency is an Involved Officer, or the victim of an action, that involves substantial bodily harm or death. The incident may include but is not necessarily limited to:

1. Intentional or accidental shootings, including police tactical incidents involving specialized response units.
2. Intentional or accidental use of any other dangerous or deadly weapon.
3. Assaults upon law enforcement officers, or assaults on other law enforcement employees who are on duty or are acting in a law enforcement capacity.
4. Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose.
5. Any fatal injury or substantial bodily harm received while a person is in police custody, including custodial trauma or custodial suicide, but excluding fatal injuries of prisoners which occur while the inmate is under a physician's treatment for a disease or other natural condition which has been diagnosed prior to death.
6. Vehicular collisions, and specifically:
 - a. Including any vehicle fatality which occurs:
 - i. After, although not necessarily as a result of, police gunfire directed at a suspect or the suspect vehicle.
 - ii. In connection with the use of vehicle(s) by police as a "legal intervention" technique intended to apprehend a suspect. "Legal intervention" includes vehicle ramming, roadblocks, or forcing a vehicle to alter its course by cutting in front of it or by contact.
 - iii. As a result of a police pursuit.
 - b. Excluding any vehicle fatality involving:
 - i. Off-duty non-sworn law enforcement employees who are not, at the time of the incident, acting for an actual, apparent, or purported law enforcement purpose.
 - ii. Solo vehicular collisions in which the only injury is suffered by a law enforcement employee who was the driver and sole occupant of a vehicle which was not involved in a collision with any other occupied vehicle.

G. POLICE EMPLOYEE

This protocol applies to employees and to certain other people affiliated with the participating agencies, such as:

1. Full-time, part-time, and hourly sworn and unsworn employees, whether on-duty or off-duty, who are acting for a law enforcement purpose at the time of the incident.
2. Reserve law enforcement officers who are on-duty or who are acting for a law enforcement purpose at the time of the incident.
3. Temporary employees and volunteers, whether paid or unpaid, who are on-duty or who are acting for a law enforcement purpose at the time of the incident.

E. SUBSTANTIAL BODILY HARM

As defined by RCW 9A.04.110(4)(b) and (c), substantial bodily harm or injury means bodily injury which involves a temporary or permanent substantial disfigurement, or which causes a temporary or permanent substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part, or creates a probability of death.

H. VENUE AGENCY

The Member Agency or Agencies within whose geographical jurisdiction the officer-involved incident occurs.

When an officer-involved incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency.

When an incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the Venue Agency should be:

1. The Employer Agency if the Involved Officer is employed by either boundary agency, or
2. The agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the fatality occur within its jurisdiction.

For custodial deaths, the agency having custody of the person at the time his/her distress was first discovered is a Venue Agency. Also, a Venue Agency is the one within whose jurisdiction any fatal action was inflicted.

If the death was caused by conduct which was apparently criminal, the lead Venue Agency is the agency within whose geographical jurisdiction the act occurred. If there is apparently no criminal conduct involved in the cause of death, the lead Venue Agency is the one having custody of the victim when distress was first discovered.

If an Involved Officer is in an incident which occurs within the jurisdiction of another Member Agency, and if that officer was acting in the performance of his/her duty at the time of the incident, the Venue Agency may elect to relinquish its role in the criminal investigation.

I. VENUE COUNTY

The county in which the incident occurs.

J. WITNESS OFFICER

An officer who witnessed the use of force by the Involved Officer, and whose action was not a use of lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.

7. UNIT MEMBERS

A. UNIT COMMANDER

The SIU Commander shall be from a Member Agency with the rank of Commander, Captain, or Undersheriff, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Unit Commander. The Unit Commander has the overall responsibility to manage and coordinate assigned incidents, as well as ensure the readiness and training of the Unit. The Unit Commander will serve as liaison between SIU and the CEO of the Venue Agency and Employer Agency. The Unit Commander shall determine which SIU Members and other resources will be used to investigate each incident.

B. INCIDENT COMMANDER

Upon activation of SIU, an SIU Incident Commander will be appointed from the current roster of SIU Unit Commander and Assistant Unit Commanders. The SIU Incident Commander becomes responsible for direct oversight of all aspects of the specific investigation for which they have been designated as SIU Incident Commander. The SIU Incident Commander will serve as liaison between SIU and the CEO of the Venue Agency and / or Employer Agency. The SIU Incident Commander shall determine which SIU members and other resources will be used to investigate each incident. The SIU Incident Commander shall also be the liaison between SIU and Community Representative(s) (as defined in subsection J below).

If an SIU Incident Commander cannot fulfill their duties as Incident Commander for the duration of the assigned investigation, the SIU Incident Commander duties will become the responsibility of an Assistant SIU Incident Commander. An Assistant SIU Incident Commander should not be from the same agency as the SIU Incident Commander.

C. ASSISTANT UNIT COMMANDERS

The Assistant SIU Commanders shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the

Assistant Unit Commander. Assistant Unit Commanders will aid the Unit Commander, ensuring SIU unit readiness at all times.

D. ADMINISTRATIVE COMMANDER

The Administrative Commander shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Administrative Commander. The responsibilities of the Administrative Commander include: arranging, coordinating, and documenting all training for the Unit, maintaining records of Unit call-outs, Unit personnel records/roster, Unit equipment inventory, and managing the financial transactions/records of the Unit.

E. INVESTIGATIVE UNIT SUPERVISORS

Investigative Unit Supervisors shall be from a Member Agency with a supervisory rank. SIU Supervisors will be appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by the Unit Commander and Community Representatives.

Investigative Unit Supervisors shall be assigned by the Incident Commander to respond to and supervise assigned aspects of an officer-involved incident. Investigative Unit Supervisors shall report directly to the Incident Commander during an investigation. If an additional supervisor(s) is needed, the Incident Commander shall designate an acting supervisor from within SIU. Unit Supervisors should not be from the same agency.

F. INVESTIGATORS

Investigators shall be commissioned officers from a Member Agency, preferably with previous experience as a detective or investigator. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. Investigators shall complete tasks assigned by SIU supervisors or Commanders.

G. EVIDENCE TECHNICIAN

The Evidence Technician shall be from a Member Agency. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. The SIU Evidence Technician will help with documenting evidence, collecting evidence, packaging evidence, transporting evidence, data collection and other duties assigned by SIU Supervisors or Commanders.

H. CORONER REPRESENTATIVE

A coroner representative from each participating county will be assigned to SIU to perform the Coroner's function during the investigation of an SIU incident. If not the duly elected Coroner, the Coroner shall appoint a representative from his/her office with due consideration given to the input from the SIU Commander and Community Representatives. The representative from the Venue County Coroner's Office will be activated for incidents involving death to aid in the investigation of that particular incident.

I. PROSECUTOR REPRESENTATIVE

A prosecutor representative from each participating county will be assigned to SIU to serve as a legal consultant. If not the duly elected Prosecutor, the Prosecutor shall appoint a representative from his/her office with due consideration given to the input from the SIU Commander and Community Representatives. The representative from the Venue County Prosecutor's Office will be activated to provide legal advice in the investigation of that particular incident.

J. COMMUNITY REPRESENTATIVE

Pursuant to WAC 139-12, non-law enforcement Community Representatives will be assigned as non-investigative participants of the SIU.

The communities and residents within each county may differ from their neighboring counties. Therefore, for the Benton, Franklin and Walla Walla County Regional SIU the total number of, and selection process

for, Community Representatives shall be determined independently by each county. The CEO's of the Inter-Local Agreement Member Agencies shall determine the means and methods for selecting Community Representatives for their respective counties. WAC 139-12 requires there be at least two (2) Community Representatives assigned to each SIU activation.

Only Community Representatives for the county in which the incident occurred shall be activated for participation in an SIU investigation. The Member Agency CEO's shall identify a pre-determined number of Community Representatives to be activated for any SIU activation occurring within their respective county (minimum of two). The number of Community Representatives activated for an SIU investigation should be enough to satisfy the intent of WAC 139-12, but not so large that it impairs the operation of SIU. Only the specific pre-determined number of Community Representatives, not the entire pool of representatives, shall be activated for participation in a specific SIU investigation.

Member Agency CEO's for each county shall decide how the pre-determined number of Community Representatives for their respective counties will be selected for SIU activation (i.e. monthly rotational list). The Sheriff for each county shall supply an updated list to the SIU Incident Commander with the pre-determined names and contact information for those Community Representatives who would be on-call for an SIU activation. The list should include an appropriate number of alternate names and contact information should the first ones not be available.

Pursuant to WAC 139-12, Community Representatives shall:

1. Participate directly in the vetting, interviewing, and/or selection of SIU personnel;
2. Review conflict of interest statements submitted within 72 hours of an SIU activation. Be present at the briefings with the Employer and Venue Agency's CEO's;
3. Have access to the completed SIU investigation report;
4. Be provided a copy of all SIU media releases prior to release;
5. Review notification of equipment used by the Employer or Venue Agency.

The SIU Commander shall ensure that each activated Community Representative signs a binding confidentiality agreement at the beginning of each SIU activation. That confidentiality agreement shall remain in effect until the prosecutor either declines to file charges or when the criminal case is concluded.

If the confidentiality agreement is violated, the Community Representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a Law Enforcement Officer) and RCW 10.97 (Washington State Criminal Records Privacy Act). For the purpose of this section, "criminal background information" is the same as "criminal history information", as defined in RCW 10.97.030(4).

8. UNIT COMPOSITION

SIU should be comprised of the below-listed members. It may not be necessary to have all members activated to respond to an incident. The Unit Commander shall determine which SIU resources are needed for each incident.

- A. Unit Commander (1)
- B. Assistant Unit Commander (2)
- C. Administrative Commander (1)
- D. Supervisors (4)
- E. Investigators (16)
- F. Evidence Technician (3)
- G. Coroner Representative (3 – one from each participating county)
- H. Prosecutor Representative (3 – one from each participating county)
- I. Community Representative (Number to be determined for each county by the Member Agency CEO's of each county.)

9. APPOINTMENT/SELECTION OF UNIT MEMBERS

A. APPOINTED MEMBERS

1. SIU Commanders: Member Agency CEO's shall appoint the SIU Unit Commander, Assistant Unit Commander and Administrative Commander. SIU Commanders shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by Community Representatives.
2. SIU Supervisors: The SIU Supervisors shall be appointed by the Member Agency CEO's. SIU Supervisors shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by the SIU Unit Commander and Community Representatives.
3. Community Representatives: The Member Agency CEO's will appoint at least two (2) community representatives from each their respective counties. The total number, and selection process, shall be determined independently by each county. The representatives should have credibility with, and ties to, their communities. A transparent process should be used for soliciting names and creating a pool of individuals willing to serve in this capacity.

B. SELECTED MEMBERS (All other SIU positions who are not appointed members)

All selected members should be selected through the following process:

1. The SIU Commander shall make written notification to the Member Agency CEO's soliciting personnel from their respective agencies for assignment to SIU.
2. The SIU Administrative Commander shall ensure all applicants meet prerequisites.
3. Qualified applicants shall be interviewed by a Review Board, as appointed by the Member Agency CEO's or the SIU Commander. The Review Board shall include a pre-determined number of Community Representatives.
4. All applicants shall be interviewed using criteria pertinent for the SIU position being sought. The same questions should be asked of each applicant.
5. At the conclusion of the Review Board the SIU Commander should consider the input of the Review Board and submit his/her recommendation(s), to include the input provided by the Community Representatives, to the Member Agency CEO's for final selection.

C. PREREQUISITES

Except for Community Representatives, the following prerequisites should be met by SIU team members:

1. The applicant's agency must be a Member Agency of SIU.
2. The applicant must have the recommendation from their Agency CEO.
3. The agency and applicant must be willing to make a commitment of 3 years' service to SIU (excludes promotion/exigent circumstances)
4. The agency and applicant should be willing to make a commitment to 8 hours of training each quarter.
5. The applicant must be willing to be on call and reasonably available for call-out.
6. The applicant shall be a commissioned officer, preferably with previous experience as a Detective (with the exception of civilian positions including Evidence Technicians).
7. The applicant should meet the basic training requirements identified in the SIU Protocol.

D. PERIODIC APPOINTMENT REVIEW

The Member Agency CEO's shall review the appointment of their SIU Members who have served three years for possible rotation or replacement.

10. TRANSPARENCY

SIU's Protocol, Guidelines, and team member names will be considered public information and shall be provided if requested. Members of the public may seek the information via a Public Records Request through the law enforcement jurisdiction in which they live.

11. CONFIDENTIALITY

Information obtained by SIU investigations will generally be confidential while the investigation is pending. SIU Members shall not voluntarily share confidential information with individuals other than SIU Members. The SIU Commander is allowed to share limited information, as defined by WAC 139-12, with the Venue and Employer Agencies' CEO. Information shall not be shared with others, to include non-involved CEO's. The SIU Commander may share information with the Venue and Employer Agency's CEO, or his/her designee, concerning the progress of the investigation so that they can manage the internal administrative function, and communicate with their community about the progress of the investigation.

Once the investigation is complete, the investigation file will be subject to requests under the Public Records Act. Refer to Section 33, "Release of Information/Public Information Officer."

If the CEO of the Venue Agency requests SIU release the body cam video or other investigative information of urgent public interest, the SIU Commander shall honor the request if agreed to by the Venue Prosecutor.

12. REMOVAL FROM UNIT

Members can be removed from SIU by their respective Member Agency CEO in accordance with the agency's policies or practices.

13. UNIT MEMBERS AND EQUIPMENT FROM AN EMPLOYER AGENCY

To maintain proper objectivity, any SIU member from the Employer Agency shall not participate in the investigation of that particular incident. An exception may apply to the Washington State Patrol, which includes the Washington State Patrol Crime Labs and Crime Scene Response Team, since they are a statewide agency.

- A. Specialized equipment belonging to the Employer Agency should not be used by SIU unless no reasonable alternative exists, or
- B. The equipment is critical to carrying out the SIU investigation, or
- C. The SIU Commander can reasonably demonstrate why it is needed, and steps are taken to appropriately limit the role of Employer Agency personnel used in the facilitation of the equipment.

Pursuant to WAC 139-12, the SIU Commander shall notify the assigned Community Representatives about Employer Agency equipment that is used in the SIU investigation.

D. Sheriffs at a later date, elect qualified non-law enforcement community representatives to SIU will be constructed by Chiefs and Sheriffs.

14. TRAINING

SIU members, other than Evidence Technicians, Community Representatives or other civilian members, should have received the basic training identified below prior to appointment with SIU. Some courses may be waived based upon the member's experience and/or on-the-job training, as determined by the SIU Commander. The SIU Commander shall give due consideration to the input from the Community Representatives prior to making a waiver. The advanced training, taken before and/or during their SIU appointment, is desirable and Member Agencies should make reasonable effort to provide this training.

A. BASIC TRAINING

1. Basic Homicide Investigation
2. Crime Scene Investigation
3. Interviewing and Interrogation
4. Crime Scene Photography (which may include Videography)

B. ADVANCED TRAINING

1. Advanced Homicide Investigation
2. Advanced Interviewing and Interrogation
3. Officer-Involved Shooting Investigation
4. Blood Spatter
5. Crime Scene Laboratory Services
6. DNA
7. In-Custody Death Investigation (which may include Excited Delirium and Positional Asphyxia)
8. Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

C. QUALIFIED LEAD INVESTIGATOR CERTIFICATION

1. The Washington Criminal Justice Training Commission shall issue an "IIT Qualified Lead Investigator" certification to ensure those assigned to lead an SIU investigation meet the training requirement.
2. Evidence Technicians are not required to obtain the IIT Qualified Lead Investigator certification.

D. IN-SERVICE TRAINING

The SIU shall strive to maintain a unit of highly skilled and trained investigators. SIU Commanders, Supervisors, Investigators, and Evidence Technicians should train together as a unit at least twice annually. Quarterly training should be allowed based upon need.

E. COMMUNITY REPRESENTATIVE TRAINING

Upon appointment, the SIU Commander shall ensure Community Representatives receive orientation training that reviews relevant RCW's and WAC's, discuss the lawful authority and responsibility of Community Representatives, review the role of Community Representatives in an SIU activation (to include identifying not only what their role is, but also what their role is not), and discuss the responsibility of SIU in a criminal investigation, to include reviewing SIU Protocol and Guidelines. Community Representatives should be familiarized with the scientific work conducted by the Force Science Institute as it relates to the working of the brain during critical events, the dynamics of eyewitness observations, and sensory deprivation that may occur during critical events.

15. SIU RECORDS

Records shall be maintained by the SIU Administrative Commander of all unit activity including:

- A. Selection Process
- B. Personnel History
- C. Call-out activity
- D. Unit and individual training

16. REQUESTING SIU ASSISTANCE

The on-scene Venue Agency supervisor should fulfill whatever internal agency notifications are necessary, ensure the criteria for SIU activation is met, and request the services of SIU as soon as reasonably possible. The notification for SIU activation shall be made directly to the SIU Commander, either by Venue Agency personnel or through SE-COMM. The SIU Commander shall confirm SIU criteria is met and make appropriate notifications to activate the team.

The Protocol identified in this document becomes effective upon the activation of SIU.

Member Agencies may request SIU activation upon the occurrence of any sensitive or critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this unilateral invocation, the matter will be investigated under the provisions of this Protocol. Such incidents may include:

- A. A fatality which is not covered by this protocol but reasonably justifies an SIU investigation.

- B. An officer-involved incident where the injuries are not fatal or substantial, but the circumstances reasonably justifies an SIU investigation.
- C. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.

A formal SIU activation should only be used for its intended purpose. If there is an incident that does not meet the initial SIU criteria, but a Member Agency CEO desires the type of coordinated investigation with qualified investigators that SIU can provide, a mutual aid request can be made. SIU personnel can be activated under the authority of a mutual aid request in order to conduct a standard criminal investigation, but outside the auspices of SIU and its intended purpose.

17. ACTIVATION

Upon the request for SIU, and after confirming the criteria for SIU assistance is met, the SIU Incident Commander should call the Venue Agency supervisor at the scene to obtain all available information. The SIU Incident Commander shall determine what and how many SIU resources are needed. Not all incidents may require activation of the entire SIU. The SIU Incident Commander shall initiate the proper SIU notification process to ensure needed personnel are notified and respond.

Within 72 hours of activation, involved SIU members must complete a CJTC "conflict of interest" assessment tool regarding any connection to the Involved Officer(s). The conflict assessment tool will be reviewed by the SIU Incident Commander and the assigned Community Representatives.

18. SPECIAL COMMUNICATIONS

Upon activation of the SIU, the following standards for special communications will occur:

- A. A family member of the person against whom deadly force was used will be notified as soon as they can be located by either the Venue agency or the SIU, whichever is faster;
 - 1. Within 24 hours of activation, a member of SIU will be assigned as a Family Liaison and will keep the family, or a representative of the family's choice, apprised of significant developments in the SIU investigation. The family and the Employer Agency shall receive advance notice of scheduled press releases.
- B. Neither the Employer Agency, Venue Agency, nor SIU shall provide the media with criminal background information of the person against whom deadly force was used, unless it is specifically requested, and the release of information is required by the Public Records Act or other applicable laws.
- C. If the person against whom deadly force was used is, or is believed to be, a member of a federally recognized tribe:
 - 1. The Venue Agency will notify the Governor's Office of Indian Affairs (GOIA) in accordance with RCW 10.114.021
 - 2. Within 24 hours of activation, a member of SIU will be assigned as a Tribal Liaison and keep the tribe (or a representative of the tribe's choice) apprised of significant developments in the SIU investigation.

19. AUTHORITY

Once the agreement has been made for SIU to investigate an incident, as requested by the Venue Agency, the SIU Incident Commander shall have sole and exclusive authority concerning the criminal investigation of the incident.

The SIU criminal investigation shall adhere to SIU Protocol and Guidelines. Each member of the SIU shall ensure they adhere to the policies and practices outlined in the SIU Protocol and Guidelines.

20. VENUE AGENCY RESPONSIBILITIES

- A. The Venue Agency must be a Member Agency in order for the SIU to be activated.
- B. Venue Agency first responders should ensure that emergency life saving measures are taken.
- C. The on-scene Venue Agency supervisor may attempt to obtain critical information pertinent to the safety of officers and citizens. Refer to the section "Obtaining Critical Information."
- D. The Venue Agency should ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, location and preservation of perishable evidence, and recording the names of individuals who have entered the crime scene. Written reports are expected from those who enter a designated crime scene.
- E. The Venue Agency should attempt to identify witnesses who are present at the scene. Potential witnesses (including Witness Officers) should be sequestered as soon as reasonably possible. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.
- F. If, prior to the arrival of SIU personnel, a person is transported to a hospital with life-threatening or fatal injuries, the Venue Agency should provide an officer to accompany that person in order to:
 1. Locate, preserve, safeguard and maintain the chain of custody for physical evidence.
 2. Obtain a dying declaration, spontaneous statement, and/or statement of then-existing, or previous, mental or physical state.
 3. Maintain custody of the person if he/she has been arrested.
 4. Provide information to medical personnel about the incident that is relevant to treatment, and obtain information from medical personnel relevant to the criminal investigation.
 5. Identify relevant people, including witnesses and medical personnel.
- G. If a law enforcement officer has been injured and transported to a hospital, the agency in whose jurisdiction the hospital is located should provide appropriate security and assistance. The Employer Agency should be responsible for providing necessary assistance to the officer's family at the hospital.
- H. The Venue Agency should provide a Supervisor or Incident Commander who is available at the scene. That person should update SIU personnel upon their arrival at the scene.
- I. The Venue Agency should make department personnel available to the SIU.
- J. For incidents in which a suspect is taken into custody, the Venue Agency will coordinate appropriate security measures with the SIU Incident Commander and bear the costs of security until the suspect is available for booking. It is understood that special circumstances may dictate that another Non-Venue Agency may provide assistance and security upon request of the Venue Agency's Chief/Sheriff.
- K. The Venue Agency should turn over to SIU in a timely manner all evidence that is in their possession.
- L. The Venue Agency should make all documents, reports, and information on the incident available to the SIU in a timely manner.
- M. The Venue Agency should allow use of space and equipment as needed by the SIU.

21. OBTAINING CRITICAL INFORMATION

The Involved Officer may have information that is pertinent to the safety of officers and citizens, as well as the proper preservation of the crime scene. Such information may include, but not be limited to; medical aid that is needed, information necessary to apprehend suspect(s), and identification of perishable evidence. For purposes of this protocol, the reasons or basis for the use of force by an Involved Officer, or details of that use of force, is not considered critical information.

The Venue Agency on-scene supervisor may, based upon that agency's training, policy or guidelines, attempt to obtain critical information from the Involved Officer that is reasonably necessary to aid injured persons, apprehend suspect(s) and protect perishable evidence

All Member Agency supervisors and commanders should be familiar with *Garrity v. New Jersey* and the consequences to a criminal investigation of directing or ordering an employee to answer questions.

- A. The SIU investigation shall not consider or use any compelled information provided by an Involved Officer who was directed or ordered to provide such information.
- B. Any supervisor or other agency member who has directed or ordered an employee to answer questions shall immediately report that fact to the first-arriving SIU investigator and the SIU Incident Commander upon his/her arrival at the scene.
 1. Details of the compelled information learned from the employee shall not be provided to SIU personnel.
- C. The SIU Incident Commander shall attempt contact with the Involved Officer to inquire if he/she was directed or ordered to answer any questions.
 1. Details of the compelled information shall not be obtained.
 2. The SIU Commander shall ensure that no compelled information is used as part of the SIU investigation unless authorized by the Venue Agency prosecutor.

22. TURNING OVER CONTROL OF THE CRIME SCENE TO SIU

The Venue Agency Supervisor or Incident Commander shall turn over control of the crime scene to the SIU Incident Commander upon his/her arrival. SIU then becomes responsible for the crime scene and initiation of the criminal investigation. The Venue Agency shall maintain perimeter control of the crime scene if requested by the SIU Incident Commander.

A criminal act or investigation (i.e. robbery, burglary, search or arrest warrant service) may have preceded the Officer-Involved Incident. If so, the SIU Incident Commander shall consult with the Venue Agency Incident Commander to determine which agency should investigate that preceding event, to include pursuing criminal charges related to that event. If so requested, SIU shall assume responsibility for the criminal investigation of the preceding event. Otherwise, SIU will limit its criminal investigation to the Officer-Involved Incident.

23. SIU GUIDELINES

The SIU is comprised of personnel from multiple agencies, whose specific investigative roles may change from case to case. The SIU recognizes it is important to maintain consistency in the quality and type of investigation that is performed. Therefore, the SIU Unit Commander will maintain guidelines consisting of best-practice methods and techniques to be used during SIU investigations.

SIU members will follow the guidelines as a part of their investigation. A completed copy of the guidelines shall be filed as part of the official case file.

The SIU Guidelines are formally adopted as part of the SIU Protocol.

24. SEIZING AN OFFICER'S WEAPON

If, upon arrival of SIU personnel, an Involved Officer is still in possession of a firearm or other weapon that was used in the incident, the SIU Incident Commander will coordinate obtaining that firearm or weapon with the Employer Agency Supervisor or Incident Commander.

The SIU Incident Commander shall ensure an inspection is conducted of all Witness Officer's (or other officers who may have been present at the time that force was applied) firearms, ammunition or other weapons. These inspections will be coordinated through that officer's Employer Agency Supervisor or Incident Commander.

25. RECOGNIZING POTENTIAL TRAUMA

The duties and responsibilities of a law enforcement officer may place an officer in a position in which he/she may justifiably need to use deadly force, or result in an officer being the victim of a crime.

It is recognized the Involved Officer(s) or Witness Officer(s) may encounter psychological trauma from an incident that is a result of them fulfilling their duties and responsibilities. SIU personnel will be alert for signs that indicate an officer may be suffering from such trauma. SIU personnel will treat Involved Officers with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.

26. REMOVING OFFICERS FROM THE SCENE

If, upon arrival of SIU personnel, an Involved Officer(s) or Witness Officer(s) are still present at the scene, the SIU Incident Commander will coordinate with the Venue and Employer Agency Supervisor or Incident Commander the removal of those officers from the scene.

To assure witness credibility these officers should, whether they are removed from the scene prior to or after SIU arrival, be kept separated from each other until statements are obtained by SIU. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.

27. PEER SUPPORT GROUP COUNSELORS

It is recognized that the Employer Agency may have guidelines in place that allow Peer Support Group Counselors who are not involved in the incident to have access to the Involved or Witness Officers. These discussions are considered privileged communications pursuant to RCW 5.60.060. SIU will allow Peer Support Group Counselor involvement per the Employer Agency's policy or guideline.

28. DOCUMENTING THE INVOLVED OFFICER'S CONDITION

SIU Members should photograph and document any injuries the Involved Officer, or any other officer, may have received. The Involved Officer's clothing will also be photographed and documented. The clothing may be seized as evidence.

29. INTERVIEWING LAW ENFORCEMENT EMPLOYEES

It is recognized that officers who justifiably use deadly force as a part of their official duties and responsibilities may be subject to civil litigation. It is acknowledged that the SIU criminal investigation interview with Involved Officer(s) and Witness Officer(s) may be used by the Employer Agency in the administrative investigation/review of the incident to determine if any policy violations may have occurred. However, Employer Agency personnel conducting an administrative investigation/review should not be involved in an SIU investigation, nor will they normally engage in SIU interviews with Involved or Witness Officers. An allowable exception may be if the Involved Officer(s) or Witness Officer(s) agree to provide a single voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting an administrative investigation/review be allowed to observe the SIU criminal investigation interview.

SIU recognizes that each agency's collective bargaining agreements (CBA) may establish guidelines for interviewing the Involved Officer(s) and Witness Officer(s). SIU members will familiarize themselves with the Employer Agency's CBA as it pertains to this topic.

Any interview with the Involved Officer(s) or Witness Officer(s) will be scheduled by the SIU Commander through the Employer Agency's CEO or his/her designee.

With the officer's consent, formal interviews by SIU Members with the Involved Officer(s) and Witness Officer(s) will be digitally recorded and transcribed.

A. Interview with the Involved Officer.

1. Unless the Involved Officer is a suspect involving possible criminal charges, the interview with the officer should be treated as a witness interview balancing the need to obtain all necessary information with sensitivity for the circumstances of the necessity of the interview. This approach is to be consistent with similar interviews with members of the public who are not law enforcement officers. An example would be interviewing the parents of a deceased child when there is no probable cause to believe that a parent has committed a crime.
2. Research indicates an Involved Officer's memory often will be helped by revisiting the crime scene and doing a walk through after evidence and evidence markers have been removed, but before the Officer has been interviewed. It is recognized this process can be instrumental in separating a true picture of the event from perceptually distorted recollections, and that the Officer may recognize things in the scene that will stimulate recall. Consequently, if requested by the Involved Officer, SIU will generally allow the Officer, with only his/her legal counsel, to do a walk-through of the scene prior to a formal interview. The legal right to do a walk-through after investigators have left the scene (i.e. public property crime scene versus private property crime scene) will need to be considered. The same approach is often used in homicide cases involving witnesses or suspects who are not law enforcement officers.
3. It is recognized the interview may take place as soon as practical after the incident occurred.
4. The Involved Officer should be allowed to provide a written statement prior to the interview if they so desire.
5. The Involved Officer will be treated with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.
6. The Involved Officer has the same constitutional rights as any other citizen. The officer has the right to have legal counsel present during the interview. The officer should be provided a reasonable time to consult with legal counsel prior to the formal interview.
7. If the Involved Officer requests a Guild Representative (other than an attorney) be present during the interview, the SIU Interviewer(s) will notify the SIU Commander. The Commander will then consult with the Venue County's Prosecutor and the Employer Agency CEO. A decision will then be made as to whether a Guild representative will be allowed to be present during the interview. If a Guild Representative is allowed to sit in on the interview, the Representative will not be allowed to interfere with, or obstruct, the interview process.
8. As determined by legal standards, the Miranda Rights are generally required only when a criminal suspect is in custody and is subjected to interrogation. Consequently, an Involved Officer should only be advised of Miranda Rights at the beginning of an SIU interview if it meets this standard.
9. SIU Investigators shall consult with the Venue Agency Prosecutor concerning possible advisement of Miranda Rights prior to a formal interview with the Involved Officer. There may be case specific circumstances which may prompt the Venue County Prosecutor to request an Involved Officer be advised of Miranda Rights prior to the SIU interview. If such a request is made, SIU Investigators shall advise the Involved Officer of Miranda Rights at the beginning of the interview.
10. Should an Involved Officer elect to not provide a voluntary, non-compelled statement to SIU Investigators, the Venue County Prosecutor may:
 - a. Request a Coroner's Inquest be convened pursuant to RCW 36.24.020 to aid in determining facts of the case and the cause of death, or
 - b. Request a Special Inquiry be convened pursuant to RCW 10.27.170.

B. Interview with a Witness Officer.

1. Interviews with Witness Officer(s) will likely need to be arranged as soon as reasonably possible after the incident occurred. Witness Officers will be interviewed separately.
2. SIU Members should be alert for signs the Witness Officer(s) are traumatized and may need some time to decompress prior to giving a statement.
3. Generally, an officer who is a witness to the use of force and is not involved in the application of force in any manner, and is not a subject of the investigation, does not have a right to union representation during his/her interview. That is unless the Witness Officer reasonably believes his/her statement may result in discipline. Under such circumstances, if the officer requests Guild

representation, he/she may be allowed to have a Guild Representative present during the interview. The Representative will not be allowed to interfere with, or obstruct, the interview process.

4. Witness Officer(s) may, if appropriate, be asked to participate in a walk-through of the scene with SIU investigators.

30. INTOXICANT TESTING

Law enforcement employees have the same rights and privileges that any civilian would have regarding intoxicant testing. If SIU Members determine a law enforcement employee's state of sobriety is relevant to the criminal investigation, they may:

- A. Obtain the blood and/or urine sample by valid consent.
- B. Apply for a search warrant to obtain the samples.
- C. When applicable, utilize the provisions of the Motor Vehicle Code of state statutes for vehicle driving incidents.

31. RELIEVING INVOLVED OFFICERS OF DUTY

SIU does not have the authority to, and will not be involved in, relieving any Involved Officer(s) or Witness Officer(s) of their duties. Any such action will be the responsibility of the Employer Agency.

32. PLANNED POLICE ACTION

If the officer-involved incident is a result of a planned police action (i.e. search warrant service, arrest warrant service, tactical operation), documents and materials associated with the planning and execution of that action shall be turned over to SIU. Personnel involved in the planning of, and execution of, the planned action shall be interviewed by SIU. Those personnel should not debrief the incident amongst themselves until the last SIU interview is conducted with those involved.

33. AUTOPSY

Autopsies will be coordinated with the SIU Coroner Representative and will be conducted through the Venue County Coroner's office. An SIU Member will be present during autopsy and take all appropriate investigative steps.

34. KEEPING THE VENUE/EMPLOYER AGENCY INFORMED

The SIU Incident Commander should ensure the Venue Agency and Employer Agency's CEO is kept informed of the progress of the criminal investigation. Release of information shall comply with WAC 139-12, to include the assigned Community Representatives to be present when updates are provided.

35. RELEASE OF INFORMATION / PUBLIC INFORMATION OFFICER

Pursuant to WAC 139-12, the release of public information concerning the criminal investigation will be done only by the SIU. The Venue or Employer Agency may make their own release of information, but not pertaining to any aspect of the criminal investigation itself, to the public as deemed appropriate by the agency CEO. The SIU release of public information shall adhere to the following:

- A. The SIU should release only appropriate and necessary information about the investigation to the public. That information should normally be restricted only to the facts of what occurred, as determined by the SIU investigation. The SIU should not offer any opinions about the actions taken by, or motivation of, any involved parties in the incident. Nor should any speculation or opinions be offered about legal matters. Legal matters falls under the responsibility of the Venue Prosecutor's Office.

- B. Public release of autopsy results should be made by the Coroner's Office, but only after consultation with the SIU Incident Commander and the Venue Prosecutor's Office. Information that may hinder or obstruct the investigation should not be released.
- C. The SIU Incident Commander shall appoint a SIU Public Information Officer (PIO). The SIU PIO shall provide their contact information to media representatives and clarify that information concerning the criminal investigation will be provided only by the SIU. The SIU PIO should provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.
- D. The following shall receive advance notice of, to include a copy of, any public information released by the SIU:
 - 1. The family representative for the person against whom deadly force was used, and
 - 2. The Employer and Venue Agency CEO, and
 - a. The Employer Agency shall be responsible for notifying the Involved Officer(s) and/or Witness Officer(s) if they so choose.
 - 3. The Community Representatives assigned to the SIU investigation in which media releases are applicable.

Requests for Release of Public Records of SIU investigative reports preferably would be made through the Venue Agency. However, individual agencies represented on the Unit will be required to follow applicable statutes for reports of their Unit members should a request for public records be filed with that agency. Release of any reports or records will follow the policy or guideline of the respective agencies. The SIU Incident Commander will be notified by the Venue Agency, Employer Agency or any Unit Members that receive a records request related to the incident while the investigation is pending.

36. RELEASE OF THE CRIME SCENE

Only the SIU Incident Commander, in consultation with and approval from the Venue Agency Prosecutor, may authorize release of the crime scene upon completion of the criminal investigation. The SIU Incident Commander shall notify the Employer and Venue Agency Chief/Sheriff of the intent to release the scene prior to it actually being released.

37. REFERRAL TO THE VENUE COUNTY PROSECUTOR

In coordination with the SIU Prosecutor Representative, the SIU Incident Commander will present the SIU investigative file to the Venue County Prosecutor for consideration of a Coroner's Inquest, referral to the Department of Justice, and review of filing on any potential criminal charges.

The Prosecutor shall also be available for consultation on search warrants, special inquiry proceedings, special inquiry subpoenas, and issues regarding statements by law enforcement officers when Garrity or other issues are raised.

38. EVIDENCE STORAGE

All evidence should be stored under the control of, and at the evidence storage facility of, a Non-Employer Member Agency designated by the SIU Incident Commander. The SIU Incident Commander shall coordinate with that Member Agency's CEO. The SIU Evidence Technician shall work with that Member Agency's Evidence Technician on details of inventorying and storage of evidence items.

The Venue Agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

39. CASE FILES

All original reports, statements, and other documentation of Venue Agency employees should be filed and maintained by the Venue Agency. Copies of those reports, statements, and other documentation shall be submitted to the SIU Commander in a timely manner.

SIU will file reports under the assigned Venue Agency case number. The Venue Agency face sheet and original report will be completed by a Venue Agency officer, other than the Involved Officer. It is recognized the original report may be brief, and will be supplemented by detailed SIU reports.

Justifiable homicides often occur in conjunction with other criminal offenses. The National Incident Based Reporting System (NIBRS) data collection guidelines identify the justifiable homicide must be reported as a separate incident from the other criminal offense. For the justifiable homicide case, NIBRS requires that the Involved Officer be listed as a "suspect," and the perpetrator who is killed be listed as a "victim." Other officers or civilians should be listed as "witness" or "involved other."

SIU members shall file their investigative reports on a standard supplemental report template. SIU reports will be completed outside of the standardized, multi-agency records management system (RMS) utilized for police incident reporting. The purpose in completing SIU reports outside the RMS is the intentional separation of information from the normal practices of police report submission. Completed SIU reports shall be submitted to the SIU Commander only after review and approval by the designated SIU supervisor. SIU reports will be completed in a timely manner.

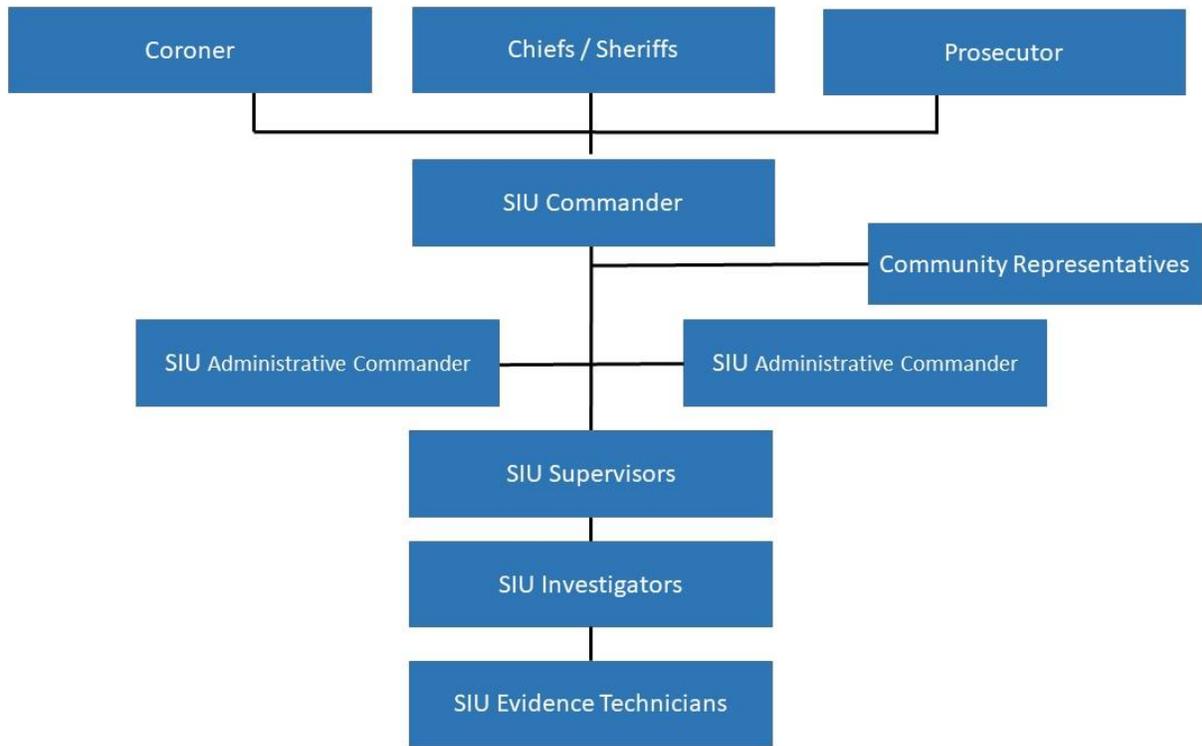
The SIU Incident Commander will establish a master page number index system for each page of the report. In an effort to ensure protection of the integrity of information contained in the SIU investigation, SIU investigators will not enter or otherwise index persons involved in the SIU investigation into the regional records management system. Indexing of persons involved in the SIU investigation will be the responsibility of the Venue Agency once the final report has been completed, and published to the Venue Agency.

Once the SIU investigation is complete, SIU will not maintain copies of any master case files. The original master case file shall be turned over to the Venue Agency for filing and retention as required by law.

40. INCIDENT DEBRIEFING

An incident debriefing for SIU members will be conducted as soon as practical after each activation. The debriefing will be scheduled and conducted by the SIU Incident Commander.

41. ORGANIZATIONAL CHART



Certificate Of Completion

Envelope Id: 58DF5D93552C4629B4154C3C7F1EC89F	Status: Sent
Subject: Complete with DocuSign: 2023 Interlocal SIU Agreement with Exhibit.pdf	
Source Envelope:	
Document Pages: 28	Signatures: 5
Certificate Pages: 9	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hope Houck
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	620 Market Street
	2nd Floor IT
	PROSSER, WA 99350
	Hope.Houck@co.benton.wa.us
	IP Address: 47.44.184.221

Record Tracking

Status: Original	Holder: Hope Houck	Location: DocuSign
3/24/2023 5:53:32 PM	Hope.Houck@co.benton.wa.us	

Signer Events

Signature	Timestamp
Adam Lincoln lincolna@pasco-wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 3/24/2023 6:56:48 PM
April King aking@co.walla-walla.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 3/24/2023 6:56:48 PM
Brent Gerry bgerry@westrichland.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 3/27/2023 9:12:14 AM
Brigit Clary bclary@ci.richland.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 3/24/2023 6:56:49 PM
Chris Buttice cbuttice@wallawallawa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 3/24/2023 6:56:49 PM
Chris Guerrero chris.guerrero@ci.kennewick.wa.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/25/2023 8:49:13 AM ID: e19e3096-8af6-4963-8604-23e41275c3dc	Sent: 3/24/2023 6:56:50 PM Resent: 4/21/2023 11:05:00 AM Viewed: 4/25/2023 8:49:13 AM

Signer Events	Signature	Timestamp
<p>Chris Lee clee@connellwa.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		Sent: 3/24/2023 6:56:50 PM
<p>Daniel Stovern dstovern@franklincountywa.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		Sent: 3/24/2023 6:56:47 PM
<p>Elizabeth F. Chamberlain echamberlain@wallawalla.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by: <i>Elizabeth F. Chamberlain</i> 3BFB1201DB044F...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 72.10.7.90</p>	<p>Sent: 3/27/2023 9:12:14 AM Viewed: 3/27/2023 9:40:45 AM Signed: 3/27/2023 9:41:52 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/27/2023 9:40:45 AM ID: 71e128b9-2d61-49d1-b3ec-2ba9f938f36b</p>		
<p>Eric Eisinger eric.eisinger@co.benton.wa.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DS <i>EE</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.44.184.221</p>	<p>Sent: 3/27/2023 9:12:15 AM Viewed: 3/27/2023 9:28:08 AM Signed: 3/27/2023 9:28:25 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 3/27/2023 9:28:08 AM ID: 54a3092c-2979-4374-b563-6e28a8f9cc44</p>		
<p>Eric Ferguson eferguson@kerrlawgroup.net Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		Sent: 3/24/2023 6:56:50 PM
<p>Gabe Acosta gacosta@co.walla-walla.wa.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		Sent: 3/24/2023 6:56:51 PM
<p>Heather Kintzley hkintzley@ci.richland.wa.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/27/2023 9:26:47 AM ID: a69c5902-21d1-477b-bccf-28c88290cd78</p>		<p>Sent: 3/24/2023 6:56:51 PM Viewed: 3/27/2023 9:26:47 AM</p>
<p>Heid Ellerd hellerd@khkslaw.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 3/24/2023 6:56:51 PM Viewed: 4/20/2023 3:08:42 PM</p>

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<p>Howard Saxton hsaxton@saxtonriley.com Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:52 PM
<p>Electronic Record and Signature Disclosure: Accepted: 8/23/2021 12:19:17 PM ID: d445a528-943f-4633-853e-918c9cf0fd20</p>		
<p>Jay King jking@ci.prosser.wa.us Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:52 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jessica Foltz jessica@riofoltz.com Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:53 PM Viewed: 3/27/2023 10:33:31 AM
<p>Electronic Record and Signature Disclosure: Accepted: 3/27/2023 10:33:31 AM ID: 5b0fc628-fd11-45cd-a2f3-7153cbba5217</p>		
<p>Jim Raymond jraymond@franklincountywa.gov Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:47 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>John Batiste John.batiste@wsp.wa.gov Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:53 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jon Amundson jamundson@ci.richland.wa.us City Manager Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:53 PM Viewed: 3/28/2023 8:16:17 AM
<p>Electronic Record and Signature Disclosure: Accepted: 3/28/2023 8:16:17 AM ID: 912806b0-034b-4912-a5fa-a19a3a8ac550</p>		
<p>June Riley jriley@wallawallawa.gov Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:54 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Ken Roske roskek@pasco-wa.gov Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:54 PM
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
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<p>Lee Barrow lbarrow@connellwa.org Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:54 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Lisa Beaton lisa.beaton@ci.kennewick.wa.us City Attorney Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:55 PM
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Electronic Record and Signature Disclosure:
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<p>Marie Mosley marie.mosley@ci.kennewick.wa.us Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:55 PM
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Electronic Record and Signature Disclosure:
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<p>Mark Crider mcrider@co.walla-walla.wa.us Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:55 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Michael Rizzitiello mrizzitiello@cpwa.us City Administrator Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:56 PM
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<p>Randy Taylor rtaylor@ci.prosser.wa.us Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:56 PM
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Electronic Record and Signature Disclosure:
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<p>Rea Culwell rculwell@cpwa.us Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:57 PM
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<p>Shawn Sant ssant@franklincountywa.gov Security Level: Email, Account Authentication (None)</p>		Sent: 3/24/2023 6:56:48 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

Steve Bear
 steve.bear@dfw.wa.gov
 Security Level: Email, Account Authentication
 (None)



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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Thomas Grego
 thomas@westrichland.org
 Security Level: Email, Account Authentication
 (None)

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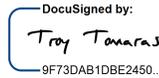
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Tom Croskrey
 thomas.croskrey@co.benton.wa.us
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Accepted: 12/2/2022 11:26:58 AM
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Troy Tomaras
 ttomaras@cpwa.us
 Security Level: Email, Account Authentication
 (None)



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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	3/27/2023 9:12:13 AM

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	4/21/2023 11:05:00 AM
Certified Delivered	Security Checked	3/29/2023 9:24:45 AM
Signing Complete	Security Checked	3/29/2023 9:25:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO Benton County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO Benton County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: robert.heard@co.benton.wa.us

To advise SHI OBO Benton County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at robert.heard@co.benton.wa.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO Benton County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to robert.heard@co.benton.wa.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO Benton County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to robert.heard@co.benton.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO Benton County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO Benton County during the course of your relationship with SHI OBO Benton County.

Council Agenda Coversheet	Agenda Item Number: 5.a. Council Date: 5/2/2023 Agenda Item Type: Ordinance	Category: Ordinance/Reso
	Subject: Ordinance 6020: Spring Budget Adjustment Department: Finance Ordinance/Reso #6020 Contract # Project # Permit #	

Recommendation

Staff recommends Council adopt Ordinance 6020.

Motion for Consideration

I move to adopt Ordinance 6020.

Summary

Ordinance 6020 contains the spring 2023 budget adjustment, which is the first amendment of the 2023/2024 biennial budget. The first budget adjustment of each new biennium provides an opportunity to carry over balances for projects which were in process in the prior biennium but were not completed, and to adjust the beginning fund balance amounts estimated during the adoption of the biennial budget to their actual amounts. Finally, and to a lesser extent, the budget adjustment formally appropriates new items previously approved by Council. Significant items included in the adjustment are as follows:

- To appropriate for the adjustment of all budgeted (estimated) beginning fund balances to their actual amounts.
- To appropriate for the carry over of capital projects that began or were in process during the 2021/2022 biennium but were not completed at the end of 2022.
- To appropriate for the City's share of an anticipated increase in the cost of animal control services.
- To appropriate debt service costs related to the Public Works Trust Fund loan for the Automated Meter Reading project.
- To appropriate for the replacement of damaged vehicles covered by insurance proceeds and unplanned replacement of a hydrant truck due to catastrophic engine failure.
- To appropriate for additional contracted recruitment and labor relations/negotiations services during the 2023/2024 biennium.
- To appropriate additional Highway Safety Improvement Program (HSIP) grant funding awarded for the Pedestrian Crossing Safety project.

Alternatives

None recommended.

Fiscal Impact

Total increase in appropriations of \$77,905,527, the vast majority of which is the adjustment of beginning fund balances to their actual amount, and the carry forward of capital projects that began or were in process during the prior biennium, but were not completed. Of the proposed increase in appropriations, only \$2,762,488 relates to new items that are being added to the 2023/2024 budget.

Attachments:

1. Ordinance 6020
2. Budget Summary 23-24
3. Budget Adj - Spring 2023

CITY OF KENNEWICK
ORDINANCE NO. 6020

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2023/2024
BIENNIAL BUDGET

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

Section 1. That certain expenditures as set out below must be made during 2023 that were not foreseeable at the time of preparing the 2023/2024 biennial budget and it is necessary to make appropriations as set forth below and to adjust certain fund income not forecast for 2023/2024, and to make expenditures and changes as designated below, and the following funds shall be changed as follows:

General Fund	\$8,396,424
Urban Arterial Street Fund	7,780,225
Capital Improvement Fund	17,347,040
Water and Sewer Fund	29,034,728
Medical Services Fund	6,148,438
Building Safety Fund	1,264,686
Coliseum Fund	(17,156)
Stormwater Utility Fund	1,058,367
Equipment Rental Fund	3,680,627
Central Stores Fund	4,432
Risk Management Fund	954,981
LID Guaranty Fund	4,014
Community Development Fund	710,706
Asset Forfeiture Fund	7,952
Cash Reserve Fund	14,006
Lodging Tax Fund	3,449
Criminal Justice Sales Tax Fund	546,156
CSLFRF Fund	955,392
Fire Pension Fund	5,386
OPEB Trust Fund	<u>5,674</u>
Total Increase in Appropriations	<u>\$77,905,527</u>

Section 2. That the increases and/or decreases in appropriations and anticipated revenues in the above funds, for said uses and purposes and proper City officials be, and hereby are, authorized and directed to issue warrants or transfer of said funds in accordance with this ordinance.

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of May, 2023, and signed in authentication of its passage this 2nd day of May, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6020 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of May, 2023.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

**CITY OF KENNEWICK
SUMMARY OF 2023/2024 BIENNIAL BUDGET ADJUSTMENTS**

	Original Biennial Budget	Ord. #6020 Adjustment (5/23)	Amended Biennial Budget
GENERAL GOV'T OPERATIONS			
General Fund	\$ 121,188,416	\$ 8,396,424	\$ 129,584,840
Street Fund	5,545,461	-	5,545,461
Subtotal	<u>126,733,877</u>	<u>8,396,424</u>	<u>135,130,301</u>
CAPITAL PROJECTS			
Urban Arterial Street Fund	3,170,000	7,780,225	10,950,225
Capital Improvement Fund	53,834,300	17,347,040	71,181,340
ENTERPRISE & INTERNAL SERVICE			
Water and Sewer Fund	105,475,231	29,034,728	134,509,959
Medical Services Fund	35,204,879	6,148,438	41,353,317
Building Safety Fund	5,883,000	1,264,686	7,147,686
Coliseum Fund	9,326,400	(17,156)	9,309,244
Stormwater Utility Fund	6,965,250	1,058,367	8,023,617
Columbia Park Golf Course Fund	956,000	-	956,000
Equipment Rental Fund	15,516,451	3,680,627	19,197,078
Central Stores Fund	693,087	4,432	697,519
Risk Management Fund	6,244,944	954,981	7,199,925
DEBT SERVICE			
Debt Service Fund	7,498,598	-	7,498,598
LID Guaranty Fund	39,500	4,014	43,514
SPECIAL REVENUE			
Arterial Street Fund	8,000,000	-	8,000,000
BI-PIN Operations Fund	2,080,161	-	2,080,161
Community Development Fund	1,873,600	710,706	2,584,306
Asset Forfeiture Fund	241,000	7,952	248,952
Public Safety Fund	4,769,250	-	4,769,250
Cash Reserve Fund	3,200,000	14,006	3,214,006
Lodging Tax Fund	5,584,500	3,449	5,587,949
Criminal Justice Sales Tax Fund	8,258,000	546,156	8,804,156
HIDTA Fiduciary Program Fund	4,000,000	-	4,000,000
CSLFRF Fund	2,296,640	955,392	3,252,032
FIDUCIARY TRUST FUNDS			
Fire Pension Fund	1,436,000	5,386	1,441,386
OPEB Trust Fund	6,221,600	5,674	6,227,274
Total	<u>\$ 425,502,268</u>	<u>\$ 77,905,527</u>	<u>\$ 503,407,795</u>

Ordinance #6020 (5/23) adjusts estimated beginning fund balances to actual and appropriates for 2021/22 carry overs, the City's additional share of animal control costs, debt service on PWTF loan for AMR, and additional fleet replacement costs.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6020

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
GENERAL FUND REVENUES						
001000	308900	Unassigned Beg Fund Balance	\$ 6,000,000	\$ 7,311,301	\$ 13,311,301	Adjust beginning fund balance to actual.
001070	331005	JAG Grant	-	43,119	43,119	Carryforward unspent proceeds from JAG grant.
001000	331017	CSLFRF - ARPA FUNDS	-	908,421	908,421	Carryforward ARPA for body/dash cam purchases from 21/22 biennium.
001070	331018	COPS Grant	-	52,970	52,970	Carryforward unspent proceeds from COPS grant.
001070	334026	WATPA Grant	-	80,613	80,613	Carryforward unspent proceeds from WATPA grant.
Net Increase (Decrease) in Revenues				<u>\$ 8,396,424</u>		

GENERAL FUND EXPENDITURES						
FINANCE DEPARTMENT						
<i>Human Resources</i>						
B2518100	541008	Advertising Expense	\$ 37,000	\$ 50,000	\$ 87,000	Additional recruitment services for the 23/24 biennium.
B2518100	541104	Special Studies & Arbitration	8,000	100,000	108,000	Additional contracted labor relations/negotiations for the 23/24 biennium.
B2518100	549071	Art Commission	11,550	8,100	19,650	Carryforward 21/22 projects to be completed during 23/24 biennium.
<i>Economic & Business Development</i>						
K7558700	541005	Contractual/Consulting Srvcs	-	41,100	41,100	Carryforward Economic Development Strategic Plan, Ph II.
Total Finance				199,200		

FIRE DEPARTMENT						
<i>Fire Suppression</i>						
F1522200	531064	Supplies - Hose & Appliance	15,069	20,050	35,119	Carryforward hose nozzle order not received in 21/22 biennium.
F1522200	531064	Supplies - Hose & Appliance	35,119	66,890	102,009	" " " "
<i>Fire Facilities</i>						
F1522500	531003	Repair/Maintenance Supplies	10,146	5,225	15,371	Carryforward hose repairs not completed in 21/22 biennium.
Total Fire				92,165		

POLICE DEPARTMENT						
<i>Police Training</i>						
L1521410	512000	Overtime	2,200	29,742	31,942	Carryforward unspent proceeds from COPS grant.
L1521410	543002	Travel & Training Expense	3,200	23,228	26,428	" " " "
<i>Police Facilities</i>						
L1521500	541069	Government Pass-through	-	75,776	75,776	Carryforward unspent pass-thru proceeds from JAG and WATPA grants.
<i>Patrol</i>						
L1521710	531002	Operating Supplies	35,805	16,197	52,002	Carryforward WATPA grant for flock camera system.
L1521710	535010	JAG Equipment	-	31,759	31,759	Carryforward JAG grants for 5 MDT's and media room equipment.
L1521710	545015	Body/Dash Cams	-	908,421	908,421	Carryforward ARPA for body/dash cam purchases from 21/22 biennium.
Total Police				1,085,123		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6020

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
MANAGEMENT SERVICES DEPARTMENT					
<i>Information Technology</i>					
M3518800	541005 Contractual/Consulting Srvc	30,000	30,000	60,000	IT strategic plan approved for 23/24 biennium.
M3518800	541005 Contractual/Consulting Srvc	60,000	20,000	80,000	Unanticipated increase in cost for completion of IT strategic plan.
M3518800	541005 Contractual/Consulting Srvc	80,000	3,000	83,000	Ongoing support needed for Council Chamber equipment.
M3518800	548011 Maintenance Agreements	2,096,344	4,785	2,101,129	Addition of digital notary module to existing DocuSign for City operations.
<i>Information Technology Capital</i>					
M3594180	564010 Software	-	<u>38,000</u>	38,000	Carryforward 21/22 budget for electronic voting at Council meetings.
	Total Mgmt Srvc		95,785		
NON-DEPARTMENTAL					
<i>Animal Control</i>					
Z1554300	541020 Animal Control Cont Srvc	621,000	<u>785,000</u>	1,406,000	Appropriate for increased share of animal control operational costs.
	Total Non-Deptl		785,000		
Z1508900	500000 Ending Fund Balance	5,493,492	<u>6,139,151</u>	11,632,643	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 8,396,424</u>		
COMMUNITY DEVELOPMENT FUND					
107000	308300 Restricted Beg Fund Balance	\$ 49,800	\$ 367	\$ 50,167	Adjust beginning fund balance to actual.
107130	331001 H.U.D. Block Grant	1,473,800	372,141	1,845,941	Carryforward 21/22 projects to be completed during 23/24 biennium.
107130	331001 H.U.D. Block Grant - CV	1,845,941	262,861	2,108,802	" " " "
107130	333043 CARES ACT Coronavirus Relief	-	<u>75,337</u>	75,337	" " " "
	Net Increase (Decrease) in Revenues		<u>\$ 710,706</u>		
M5565100	549024 Unallocated Grant Proceeds	\$ 68,650	\$ (13,815)	\$ 54,835	Carryforward 21/22 projects to be completed during 23/24 biennium.
M5569001	549047 Partners and Pals Program	-	5,000	5,000	" " " "
M5569001	549048 Senior Life Resources	-	71,909	71,909	" " " "
M5597100	500015 Transfer to Capital Imprv Fund	1,000,000	403,060	1,403,060	" " " "
M5597100	500015 Transfer to Capital Imprv Fund	1,403,060	52,000	1,455,060	" " " "
M5597100	500015 Transfer to Capital Imprv Fund	1,455,060	192,185	1,647,245	" " " "
M5508300	500000 Ending Fund Balance	49,800	<u>367</u>	50,167	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 710,706</u>		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation	
ASSET FORFEITURE FUND						
111000	308300	Restricted Beg Fund Balance	\$ 220,000	\$ 7,952	\$ 227,952	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 7,952		
R1508300	500000	Ending Fund Balance	\$ 216,000	\$ 7,952	\$ 223,952	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 7,952		
CASH RESERVE FUND						
115000	308400	Committed Beg Fund Balance	\$ 3,200,000	\$ 14,006	\$ 3,214,006	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 14,006		
R3508400	500000	Ending Fund Balance	\$ 3,200,000	\$ 14,006	\$ 3,214,006	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 14,006		
LODGING TAX FUND						
116000	308300	Restricted Beg Fund Balance	\$ 703,000	\$ 3,449	\$ 706,449	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 3,449		
R4508300	500000	Ending Fund Balance	\$ 1,660,500	\$ 3,449	\$ 1,663,949	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 3,449		
CRIMINAL JUSTICE SALE TAX FUND						
117000	308300	Restricted Beg Fund Balance	\$ 1,600,000	\$ 546,156	\$ 2,146,156	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 546,156		
<i>CJST Capital</i>						
L2594210	564006	DP Equipment	\$ 125,500	\$ 77,243	\$ 202,743	Appropriate for four additional traffic cameras and price increases.
L2508300	500000	Ending Fund Balance	1,308,440	468,913	1,777,353	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 546,156		

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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CSLFRF FUND						
119000	308300	Restricted Beg Fund Balance	\$ 2,296,640	\$ (2,296,640)	\$ -	Adjust beginning fund balance to actual.
119000	331017	CSLFRF - ARPA Funds	-	3,187,406	3,187,406	Carryforward 21/22 projects to be completed during 23/24 biennium.
119000	331017	CSLFRF - ARPA Funds	3,187,406	64,626	3,252,032	Savings from Coliseum projects completed during 21/22 biennium.
		Net Increase (Decrease) in Revenues		<u>\$ 955,392</u>		
F3522200	535001	Small Tools and Minor Equip	\$ -	\$ 215,515	\$ 215,515	Carryforward 21/22 projects to be completed during 23/24 biennium.
K3518201	548065	Facility Maint/Improvements	-	433,902	433,902	" " " "
K3576801	548066	Field Restoration	-	245,790	245,790	" " " "
M6518801	541125	Contracted Cyber Security	-	147,105	147,105	" " " "
M6594181	564022	Council Chambers AV Project	-	4,130	4,130	" " " "
R6508300	500000	Ending Fund Balance	2,118,970	(91,050)	2,027,920	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 955,392</u>		
LID GUARANTY FUND						
201000	308500	Assigned Beg Fund Balance	\$ 38,500	\$ 4,014	\$ 42,514	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		<u>\$ 4,014</u>		
D2508500	500000	Ending Fund Balance	\$ 39,500	\$ 4,014	\$ 43,514	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 4,014</u>		
CAPITAL IMPROVEMENT FUND						
300000	308500	Assigned Beg Fund Balance	\$ 22,745,000	\$ 15,270,673	\$ 38,015,673	Adjust beginning fund balance to actual.
300000	331017	CSLFRF - ARPA FUNDS	-	300,000	300,000	Carryforward ARPA funds for Civic Complex project.
300000	331017	CSLFRF - ARPA FUNDS	300,000	36,458	336,458	" " " LSC Pickleball project.
300000	333045	HSIP Grant	363,000	42,660	405,660	Additional funding award on Pedestrian Crossing Safety project.
300000	333045	HSIP Grant	405,660	814,152	1,219,812	Carryforward 21/22 projects to be completed during 23/24 biennium.
300000	334004	RCO Grant	-	135,000	135,000	" " " "
300000	334035	Dept of Commerce	-	37,240	37,240	" " " "
300000	397011	Transfer from Water/Sewer Fund	117,750	49,476	167,226	" " " "
300000	397023	Transfer fm Community Dev Fund	1,000,000	403,060	1,403,060	" " " "
300000	397023	Transfer fm Community Dev Fund	1,403,060	192,185	1,595,245	" " " "
300000	397023	Transfer fm Community Dev Fund	1,595,245	52,000	1,647,245	" " " "
300000	397045	Transfer fm Stormwater Fund	15,400	14,136	29,536	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ 17,347,040</u>		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CAPITAL IMPROVEMENT FUND (Continued)					
<i>Land and Facilities</i>					
K3576800 541122	Park Impact Fee/Comp Plan	\$ 300,000	\$ 110,400	\$ 410,400	Appropriate additional funds for Parks Comprehensive Plan update.
K3576800 548050	Shoreline Stabilization	-	111,232	111,232	Carryforward 21/22 projects to be completed during 23/24 biennium.
K3594180 562043	Dock Rehabilitation	-	180,000	180,000	" " " "
K3594480 562028	Frost Facility	-	176,700	176,700	" " " "
K3594760 562030	Swimming Pool	500,000	204,300	704,300	" " " "
K3594760 562044	LSC Pickleball Courts	-	567,110	567,110	" " " "
K3594760 562045	COVID-19 Barrier Upgrade	-	52,000	52,000	" " " "
<i>Information Systems Services</i>					
M6594180 564009	Hardware	1,372,350	48,165	1,420,515	" " " "
M6594180 564010	Software	-	66,415	66,415	" " " "
M6594180 564014	ERP Replacement	-	776,546	776,546	" " " "
<i>Streets</i>					
P4554300 541021	Animal Control Facility	-	1,833,241	1,833,241	" " " "
P4594760 563032	Civic Complex Restrooms & Hub	-	300,000	300,000	" " " "
P4594760 563078	Playground of Dreams	-	27,800	27,800	" " " "
P4594760 563078	Playground of Dreams	27,800	144,500	172,300	Appropriate additional funds to complete Playground of Dreams, PH II.
P4595100 563128	Wayfinding Program	-	84,945	84,945	Carryforward 21/22 projects to be completed during 23/24 biennium.
P4595610 563069	Miscellaneous ADA Improvements	500,000	403,060	903,060	" " " "
P4595610 563077	Pedestrian Improvements	100,000	150,000	250,000	" " " "
P4595610 563093	Union/Edison Solar Lighting	-	192,185	192,185	" " " "
P4595640 563038	RRFB Ped Safety Improvements	-	814,152	814,152	" " " "
P4595640 563038	RRFB Ped Safety Improvements	814,152	42,660	856,812	Additional funding award on Pedestrian Crossing Safety project.
P4595640 563038	RRFB Ped Safety Improvements	856,812	90,000	946,812	RRFB Installation between City Hall and Police Station.
P4597100 500014	Transfer to Equip Rental Fund	3,194,906	362,000	3,556,906	Carryforward 21/22 projects to be completed during 23/24 biennium.
P4597100 500021	Transfer to UAB Fund	1,403,950	2,075,744	3,479,694	" " " "
<i>Park Reserves</i>					
K4594760 563009	2W - Lawrence Scott Park	-	58,355	58,355	" " " "
<i>GO Bond 2022</i>					
F4594220 562013	Fire Station #1	-	8,232,300	8,232,300	" " " "
P4508500 500000	Ending Fund Balance	25,224,737	243,230	25,467,967	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 17,347,040</u>		

URBAN ARTERIAL STREET FUND

303000 333039	STPBG-Deschutes/CCB Intersection	\$ -	\$ 126,155	\$ 126,155	Carryforward 21/22 projects to be completed during 23/24 biennium.
303000 333040	STPBG-Quinault/CCB Intersection	-	1,915,265	1,915,265	" " " "
303000 333041	STPBG-Steptoe/Gage Intersection	-	2,558,556	2,558,556	" " " "
303000 334007	Connecting WA - US395/Ridgeline	-	155,277	155,277	" " " "
303000 334036	TIB - Deschutes/CCB Intersection	-	1,280,000	1,280,000	" " " "
303000 334037	TIB-Kennewick Av-Union/Morain	600,000	(600,000)	-	Eliminate budgeted grant until award is received.

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
URBAN ARTERIAL STREET FUND (cont.)					
303000	337013	-	99,828	99,828	Carryforward 21/22 projects to be completed during 23/24 biennium.
303000	337014	-	169,400	169,400	" " " "
303000	397015	1,403,950	<u>2,075,744</u>	3,479,694	" " " "
	Net Increase (Decrease) in Revenues		<u>\$ 7,780,225</u>		
<i>Preliminary Engineering</i>					
P7595110	563048	\$ -	\$ 7,893	\$ 7,893	Carryforward 21/22 projects to be completed during 23/24 biennium.
P7595110	563102	-	453	453	" " " "
P7595110	563144	-	36,595	36,595	" " " "
P7595110	563153	-	28,979	28,979	" " " "
P7595110	563155	-	50,000	50,000	" " " "
<i>Construction Engineering</i>					
P7595120	563048	-	100,000	100,000	" " " "
P7595120	563102	-	75,000	75,000	" " " "
P7595120	563119	-	157,840	157,840	" " " "
P7595120	563144	-	60,000	60,000	" " " "
P7595120	563155	-	50,000	50,000	" " " "
<i>Right of Way</i>					
P7595200	563048	-	146,160	146,160	" " " "
P7595200	563102	-	178,658	178,658	" " " "
P7595200	563144	-	197,562	197,562	" " " "
<i>Roadway</i>					
P7595300	563048	-	1,500,000	1,500,000	" " " "
P7595300	563102	-	2,703,170	2,703,170	" " " "
P7595300	563119	-	167,915	167,915	" " " "
P7595300	563144	-	1,920,000	1,920,000	" " " "
<i>Traffic Control Devices</i>					
P7595640	563153	260,000	<u>400,000</u>	660,000	" " " "
	Net Increase (Decrease) in Appropriations		<u>\$ 7,780,225</u>		
MEDICAL SERVICES FUND					
402000	308800	\$ 2,777,729	<u>\$ 6,148,438</u>	\$ 8,926,167	Adjust beginning fund balance to actual.
	Net Increase (Decrease) in Revenues		<u>\$ 6,148,438</u>		
F2508800	500000	\$ 3,304,345	<u>\$ 6,148,438</u>	\$ 9,452,783	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 6,148,438</u>		

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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
BUILDING SAFETY FUND						
403000	308800	Beginning Working Capital	\$ 1,860,000	\$ 1,264,686	\$ 3,124,686	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 1,264,686		
N3524200	549042	Credit Card Fees	\$ -	\$ 110,000	\$ 110,000	Appropriate estimated credit card fees for 23/24 biennium.
N3508800	500000	Ending Working Capital	1,585,712	1,154,686	2,740,398	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 1,264,686		
COLISEUM FUND						
404000	308800	Beginning Working Capital	\$ -	\$ (17,156)	\$ (17,156)	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ (17,156)		
Q1508800	500000	Ending Fund Balance	\$ -	\$ (17,156)	\$ (17,156)	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ (17,156)		
STORMWATER FUND						
405000	308800	Beginning Working Capital	\$ 1,530,250	\$ 1,058,367	\$ 2,588,617	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		1,058,367		
S1595310	563055	Garfield - Blackberry Canyon Outlet	-	203,500	203,500	Carryforward 21/22 projects to be completed during 23/24 biennium.
S1595310	563130	Zintel Canyon training walls	-	25,000	25,000	" " " "
S1595310	563157	Park Hills Storm Replacement	886,000	60,000	946,000	" " " "
S1595310	563159	46th/47th-Ledbetter to Ely	-	758,500	758,500	" " " "
S1597100	500015	Transfer to Capital Imprv Fund	15,400	14,136	29,536	" " " "
S1508800	500000	Ending Working Capital	356,098	(2,769)	353,329	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 1,058,367		
WATER/SEWER FUND						
410000	308800	Beginning Working Capital	\$ 8,763,331	\$ 17,074,728	\$ 25,838,059	Adjust beginning fund balance to actual.
410000	331017	CSLFRF - ARPA FUNDS	-	3,960,000	3,960,000	Carryforward 21/22 projects to be completed during 23/24 biennium.
412000	391202	2023 Revenue Bond Proceeds	3,700,000	8,000,000	11,700,000	" " " "
		Net Increase (Decrease) in Revenues		29,034,728		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
WATER/SEWER FUND (Cont.)					
<i>Debt Service Principal</i>					
W1591340 578021	PWTF Loan Repayment - AMR	-	274,600	274,600	Appropriate for increased debt service costs for 23/24 biennium.
<i>Debt Service Interest</i>					
W1592340 583046	PWTF Interest Repayment - AMR	1,800	298,300	300,100	" " " "
<i>Water Utility Capital</i>					
W1594340 565009	Automated Meter Reading	1,200,000	5,119,800	6,319,800	Carryforward 21/22 projects to be completed during 23/24 biennium.
W1594340 565016	Deficient Main Replacement	500,000	52,200	552,200	" " " "
W1594340 565022	Fire Flow Deficiencies	1,000,000	570,000	1,570,000	" " " "
W1594340 565060	Zone 3 Transmission Main	4,000,000	46,900	4,046,900	" " " "
W1594340 565070	Irving Reservoir Improvements	16,500	165,000	181,500	" " " "
W1594340 565071	UGA Utility Expansion	198,000	1,943,000	2,141,000	" " " "
W1594340 565073	WTP Improvements	3,745,000	1,431,100	5,176,100	" " " "
W1594340 565074	Ridgeline @ Hwy395 Crossing	-	363,000	363,000	" " " "
<i>Sewer Utility Capital</i>					
W1594350 565051	WWTP Upgrade Phase II	26,813,000	2,180,500	28,993,500	" " " "
W1594350 565071	UGA Utility Expansion	198,000	1,943,200	2,141,200	" " " "
W1594350 565076	Bonnie & Belfair Lift Station	240,000	200,000	440,000	" " " "
<i>Water/Sewer Transfers Out</i>					
W1597100 500015	Transfer to Capital Imprv Fund	117,750	49,476	167,226	" " " "
W1508800 500000	Ending Working Capital	13,481,337	14,397,652	27,878,989	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 29,034,728</u>		
EQUIPMENT RENTAL FUND					
501000 308800	Beginning Working Capital	\$ 5,835,000	\$ 571,347	\$ 6,406,347	Adjust beginning fund balance to actual.
501000 331017	CSLFRF - ARPA Funds	-	2,085,000	2,085,000	Carryforward APRA funds for KPD vehicle replacements.
501000 361101	Investment Interest	50,000	100,000	150,000	Increase estimated investment income for 23/24 biennium.
501000 397006	Transfer fm Risk Mngmt Fund	-	562,280	562,280	Transfer insurance proceeds for vehicle replacements.
501000 397015	Transfer fm Capital Improvement	3,194,906	362,000	3,556,906	Carryforward contribution for replacement of general operations vehicles.
	Net Increase (Decrease) in Revenues		<u>\$ 3,680,627</u>		
M7548680 542001	Telephone Charges	76,000	76,000	152,000	Appropriate for Samsara GPS purchase.
M7594180 564004	Shop Machinery & Equipment	-	46,000	46,000	Appropriate replacement of failed vehicle lift in equipment shop.
M7594180 564008	Transportation Equipment	4,926,500	2,085,000	7,011,500	Carryforward replacement of KPD vehicles.
M7594180 564008	Transportation Equipment	7,011,500	527,800	7,539,300	Carryforward replacement of #4201, paint striper.
M7594180 564008	Transportation Equipment	7,539,300	71,000	7,610,300	" " " #4200, flat bed.
M7594180 564008	Transportation Equipment	7,610,300	54,000	7,664,300	" " " #3209, F250 w/service body.
M7594180 564008	Transportation Equipment	7,664,300	54,000	7,718,300	" " " #3212, F250 w/service body.
M7594180 564008	Transportation Equipment	7,718,300	82,500	7,800,800	" " " #3200, F450 dump truck.
M7594180 564008	Transportation Equipment	7,800,800	31,500	7,832,300	" " " #3208, Ford Ranger truck.
M7594180 564008	Transportation Equipment	7,832,300	5,200	7,837,500	" " " #5201, FL dump truck balance.

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EQUIPMENT RENTAL FUND (cont.)					
M7594180	564008	7,837,500	63,500	7,901,000	Carryforward 21/22 allocation to offset additional price increases.
M7594180	564008	7,539,300	95,545	7,634,845	Carryforward replacement of stolen generator #W007.
M7594180	564008	7,610,300	58,780	7,669,080	" " totaled vehicle #7129.
M7594180	564008	7,664,300	80,000	7,744,300	" " totaled vehicle #7127.
M7594180	564008	7,718,300	80,000	7,798,300	" " totaled vehicle #7813.
M7594180	564008	7,800,800	285,000	8,085,800	" " totaled vehicle #1090.
M7594180	564008	7,634,845	116,000	7,750,845	Appropriate for replacement of #5313 due to catastrophic engine failure.
M7508800	500000	6,322,870	(131,198)	6,191,672	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 3,680,627</u>		
CENTRAL STORES FUND					
502000	308800	\$ 157,022	\$ 4,432	\$ 161,454	Adjust beginning fund balance to actual.
	Net Increase (Decrease) in Revenues		<u>\$ 4,432</u>		
M8508800	500000	\$ 158,542	\$ 4,432	\$ 162,974	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 4,432</u>		
RISK MANAGEMENT FUND					
503000	308800	\$ 357,114	\$ 570,981	\$ 928,095	Adjust beginning fund balance to actual.
503000	372001	150,000	384,000	534,000	Estimated insurance proceeds for totaled vehicles.
	Net Increase (Decrease) in Revenues		<u>\$ 954,981</u>		
B6597100	500014	\$ -	\$ 562,280	\$ 562,280	Transfer insurance proceeds for vehicle replacements.
B6508800	500000	540,184	392,701	932,885	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 954,981</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6020

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation	
FIREMEN'S PENSION FUND						
611000	308100	Beginning Working Capital	\$ 1,004,000	\$ 5,386	\$ 1,009,386	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 5,386		
J1508100	500000	Ending Fund Balance	\$ 1,131,800	\$ 5,386	\$ 1,137,186	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 5,386		
OPEB TRUST FUND						
612000	308100	Beginning Working Capital	\$ 4,466,000	\$ 5,674	\$ 4,471,674	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 5,674		
J2508100	500000	Ending Fund Balance	\$ 5,066,370	\$ 5,674	\$ 5,072,044	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 5,674		
BI-COUNTY POLICE INFO NETWORK FUND						
634000	308100	Beginning Working Capital	\$ 1,098,893	\$ 471,644	\$ 1,570,537	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 471,644		
J3508100	500000	Ending Fund Balance	\$ 950,936	\$ 471,644	\$ 1,422,580	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 471,644		
METRO DRUG FORFEITURE FUND						
642000	308100	Beginning Working Capital	\$ 315,000	\$ 283,292	\$ 598,292	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		\$ 283,292		
J5508100	500000	Ending Fund Balance	\$ 184,700	\$ 283,292	\$ 467,992	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		\$ 283,292		

City Council Meeting

Change of Zone COZ-2023-0002

2 MAY 2023



Application Summary

Applicant: Hall Engineering – Gary Hall

Owner: Intermountain West Insulation – Dean Moody

Proposal: Rezone one, 1.24-acre parcel from Residential, High Density (RH) to Industrial, Light (IL)

Comprehensive Plan Designation: Industrial

Location: 9496 W Clearwater Drive

Vicinity Map



Zoning Map



Permitted Uses

The RH zone is intended to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial and low and medium density residential uses.

The purpose of the IL district is to provide areas for less intensive manufacturing and industrial uses, warehousing, and distribution operations to serve the district.

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.

Recommendation

The Planning Commission recommends City Council concur with the Findings and Conclusions contained within staff report COZ-2023-0002 and approve the Change of Zone.

CITY OF KENNEWICK
ORDINANCE NO. 6021

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 9496 W CLEARWATER DRIVE FROM RESIDENTIAL, HIGH DENSITY (RH) TO INDUSTRIAL, LIGHT (IL) (COZ 2023-0002, Dean Moody, Intermountain West Insulation)

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, High (RH) to Industrial, Light (IL) for the real property described as follows:

Parcel # 1-0188-4BP-5063-021:

PARCEL A

LOTS 2 OF CITY OF KENNEWICK BINDING SITE PLAN RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5063, UNDER AUDITOR'S FILE NUMBER 2018-026507, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EAST LINE OF LOT 10 OF SAID BINDING SITE PLAN EXTENDED NORTHWESTERLY TO THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of May, 2023, and signed in authentication of its passage this 2nd day of May, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6021 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of May, 2023.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: _____



SITE

W CLEARWATER DR

W CLEARWATER AVE

S VERMONT ST

S 5TH PL

S TEXAS ST

STEEPOEST STEEPOE



COMMUNITY PLANNING DEPARTMENT

**STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION**

FILE No: COZ-2023-0002

Staff Report Date: 6 April 2023

Hearing Date & Location: 17 April 2023, City Council Chambers

Report Prepared By: Matt Halitsky, AICP
Senior Planner

Report Reviewed By: Steve Donovan, AICP
Planning Manager

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone 2023-0002

Summary of Proposal: A Change of Zone from Residential, High Density (RH) to Industrial, Light (IL) for 1.24 acres.

Proposal Location: 9496 W Clearwater Drive

Legal Description: PARCEL A

LOTS 2 OF CITY OF KENNEWICK BINDING SITE PLAN RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5063, UNDER AUDITOR'S FILE NUMBER 2018-026507, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EAST LINE OF LOT 10 OF SAID BINDING SITE PLAN EXTENDED NORTHWESTERLY TO THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD.

Property Owner: Dean Moody
Intermountain West Insulation
9304 W Clearwater Drive
Kennewick, WA 99336

Applicant: Gary Hall
Hall Engineering
10 S Auburn St
Kennewick, WA 99336

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:

Application Submittal	28 February 2023
Determination of Completeness Issued	2 March 2023
Notice of Application Posted	2 March 2023
Date of Mailed Notice of Public Hearing	30 March 2023
Property Posting Sign for Public Hearing	30 March 2023
Date of Published Notice of Public Hearing	2 April 2023

Exhibits:

1. Staff Report
2. Supplemental Questionnaire
3. Vicinity Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA Determination of Non-significance
8. Proposed Site Plan

Zoning Adjacent to the Site:

North: N/A, Railroad ROW
 East: Industrial, Light (IL)
 South: Industrial, Light (IL)
 West: Residential, High Density (RH)

Applicable Goals and Policies of the Comprehensive Plan:

Industrial Goals and Policies:

- Goal 1: Encourage the development of a diverse industrial base with family wage jobs.
- Goal 3: Maintain an adequate amount of industrial land within the City Limits and the Urban Growth Boundary.

Kennewick Municipal Code Findings:

The following findings shall be met in order to approve a Change of Zone:

KMC 18.51.070(2): Findings:

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

- a. *The proposed amendment conforms with the comprehensive plan; and*

EXHIBIT 1

The proposed Change of Zone conforms to the Comprehensive Plan as the IL zoning district is an implementing zoning district of the site's current Industrial land use designation.

- b. *Promotes the public necessity, convenience and general welfare; and*

The proposed Change of Zone promotes public necessity, convenience, and welfare by establishing a zoning district that is compatible with 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*

The proposed Change of Zone will not impose an additional burden on public facilities. Future development shall 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*

The proposed amendment will maintain a zoning district that complies with the Comprehensive Plan. The IL zone is an implementing zone of the site's Industrial 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.*

The finding is not applicable; the proposed zoning district is not a single-family residential zone. That said, the subject property is adjacent to the Industrial, Light (IL) zone to the east and south.

Public & Agency Comments:

To date, there are no public comments either for or against the requested Change of Zone.

Staff Analysis of Proposal & Discussion:

The subject property was annexed by the City on 3 January 1995 via Ordinance 3603 and established the zoning as Industrial, Light (IL). The subject property has since had a varied land use history being changed to Commercial in 2011 (Ordinance 5383), from Commercial to High Density Residential in 2021 (Ordinance 5939), and back to Industrial in 2022 (Ordinance 5988).

EXHIBIT 1

The proposed Change of Zone (COZ-2023-0002) is a request to change the zoning district of one, 1.24-acre parcel located at 9496 W Clearwater Drive from RH to IL. Pursuant to Table 1 of the Comprehensive Plan, the IL zoning district is an implementing zoning district of the Industrial 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(21) the purpose of IL zoning district is as follows:

- IL - The purpose of the IL district is to provide areas for less intensive manufacturing and industrial uses, warehousing, and distribution operations to serve the district.

It is the applicant's intent to combine the subject property with the parcel to the east, and develop a parking area to support the existing business at 9304 W Clearwater Drive. A Site Plan application for the parking lot has already been submitted to the Planning Department for review (Exhibit 8).

Access to the site is from W Clearwater Drive. Curb, gutter, and sidewalk currently do not abut the property. Streetscape improvements will be required at time of future site plan approval. Municipal water and sewer are present at W Clearwater Drive. It is anticipated that future development of the site will not place an undue burden on existing public facilities.

The proposed findings meet the requirements of KMC 18.51.070(2).

Findings:

1. The applicant is Hall Engineering, 10 S Auburn St, Kennewick, WA 99336.
2. The property owner is Dean Moody, Intermountain West Insulation, 9304 W Clearwater Drive, Kennewick, WA 99336.
3. The proposed change of zone is located at 9496 W Clearwater Drive. Parcel Number 1-0188-4BP-5063-021.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The request is to change the zoning from Residential, High Density (RH) to Industrial, Light (IL).
6. The Industrial, Light zoning district is an implementing zone of the Industrial Comprehensive Plan Land Use Map Designation.
7. On 28 February 2023, the application was submitted, and declared complete for processing on 2 March 2023.
8. The application was routed for review to City Departments and outside agencies for comment on 2 March 2023.
9. Access to the site is via W Clearwater Drive.
10. The Environmental Determination of Non-Significance (ED-2022-0020) was issued with the last Comprehensive Plan Amendment proposal on 18 July 2022.
11. The Property Posting sign for the public hearing was posted on site 30 March 2023.
12. Notice of the public hearing for this application was published in the Tri-City Herald on 2 April 2023. Notices were also mailed to property owners within 300 feet of the site on 30 March 2023.
13. The proposed amendment is consistent with the Comprehensive Plan.

14. The proposed amendment promotes the public necessity, convenience and general welfare.
15. 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.
16. 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 Industrial.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Industrial Land Use 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 has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained within staff report COZ-2023-0002 and recommend approval to City Council.

Proposed Motion:

I move that the Planning Commission concur with the findings and conclusions contained within staff report COZ-2023-0002 and recommend approval of the request to City Council.

Change-of-Zone Supplemental Information

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

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:
The requested zone change will allow using the parcel as a parking lot which will ease congestion on the adjacent street, W Clearwater Drive.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:
Yes. Yes. Yes. The parking lot is intended for employees. We can't ask our employees to walk that far to work.

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain
Yes. The current surrounding uses are commercial and/or light industrial.

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:
The existing zoning for the lot is not in conformance with its zoning (RH).

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.
No. No.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.
Yes. As we understand, you cannot have a parking lot in a RH zone.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:
NO.

8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:
No.

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:
No.

10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:
Yes. Getting employee parking off the street will encourage private investment in the vicinity.

11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.
N/A

12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:
No. Getting employee parking off the street will encourage investment in all surrounding land uses.

CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)

PROJECT # _____ - _____ PLN- _____ - _____ FEE \$ _____

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 Tier 2 Tier 3 Binding Site Plan
Short Plat Conditional Use Other Zone Change

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: Moody Family Property

Address: 9403 W Clearwater Dr, Kennewick, WA 99336

Telephone: 509-735-8411 Cell Phone: _____ Fax: _____ E-mail deanm@iwinsulation

Property Owner (if other than applicant): _____

Address: _____

Telephone: _____ Cell Phone: _____ E-mail _____

SITE INFORMATION

Parcel No. 10188-4BP-5063-019 Acres 1.24 Zoning: RH

Address of property: 9496 W Clearwater Dr, Kennewick

Number of Existing Parking Spaces 0 Number of Proposed (New) Parking Spaces 37

Present use of property Vacant

Size of existing structure: N/A sq. ft. Size of Proposed addition/New structure: N/A sq. ft.

Height of building: N/A Cubic feet of excavation: 4000 CY Cost of new construction \$250,000

Benton County Assessor Market Improvement Value: unknown

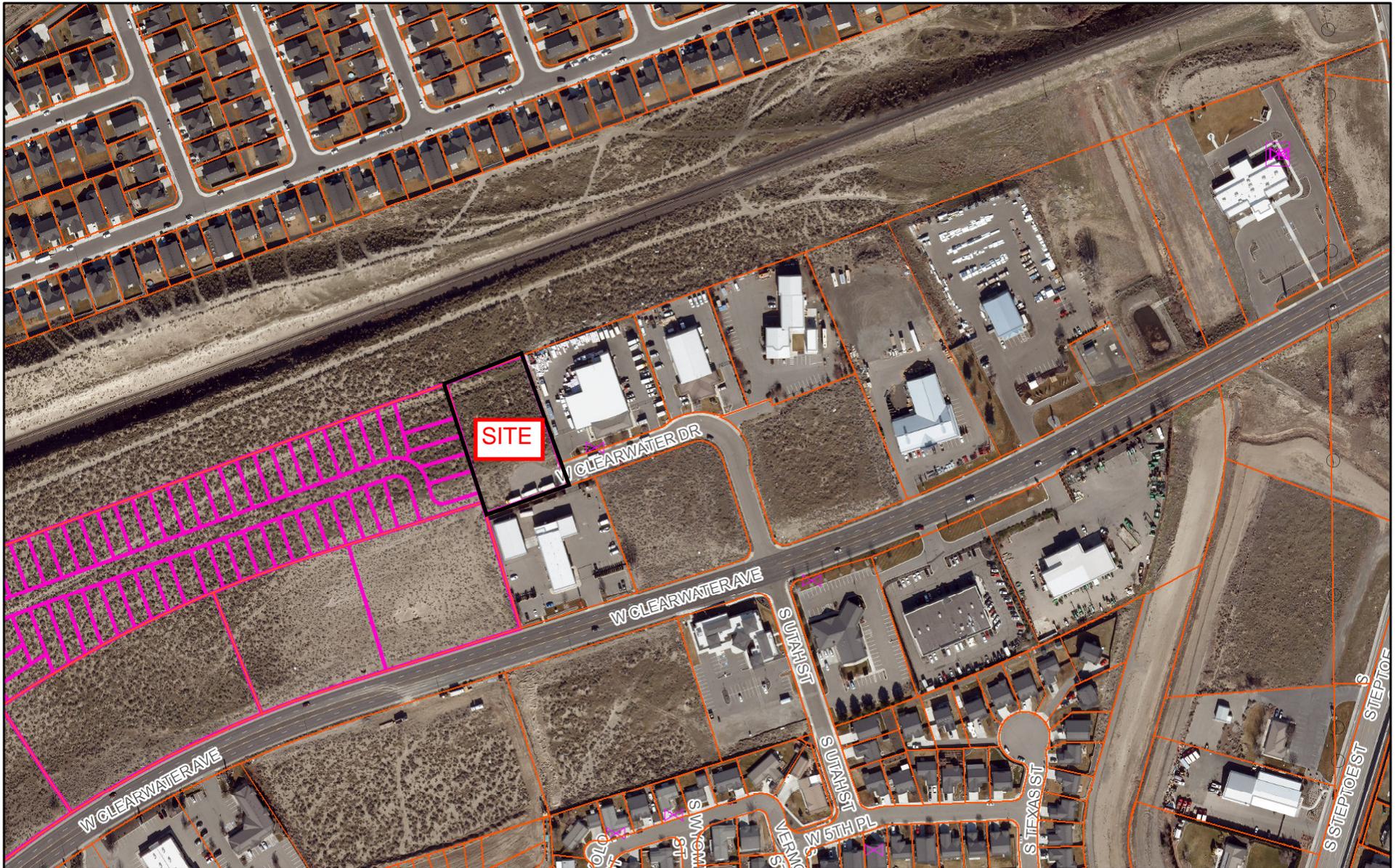
Description of Project: Construct an axiliary parking lot.

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Applicant's Signature T. [Signature]

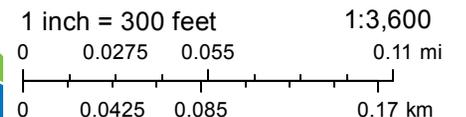
Date: 2/28/2023

Signature of owner or owner's authorized representative T. [Signature]

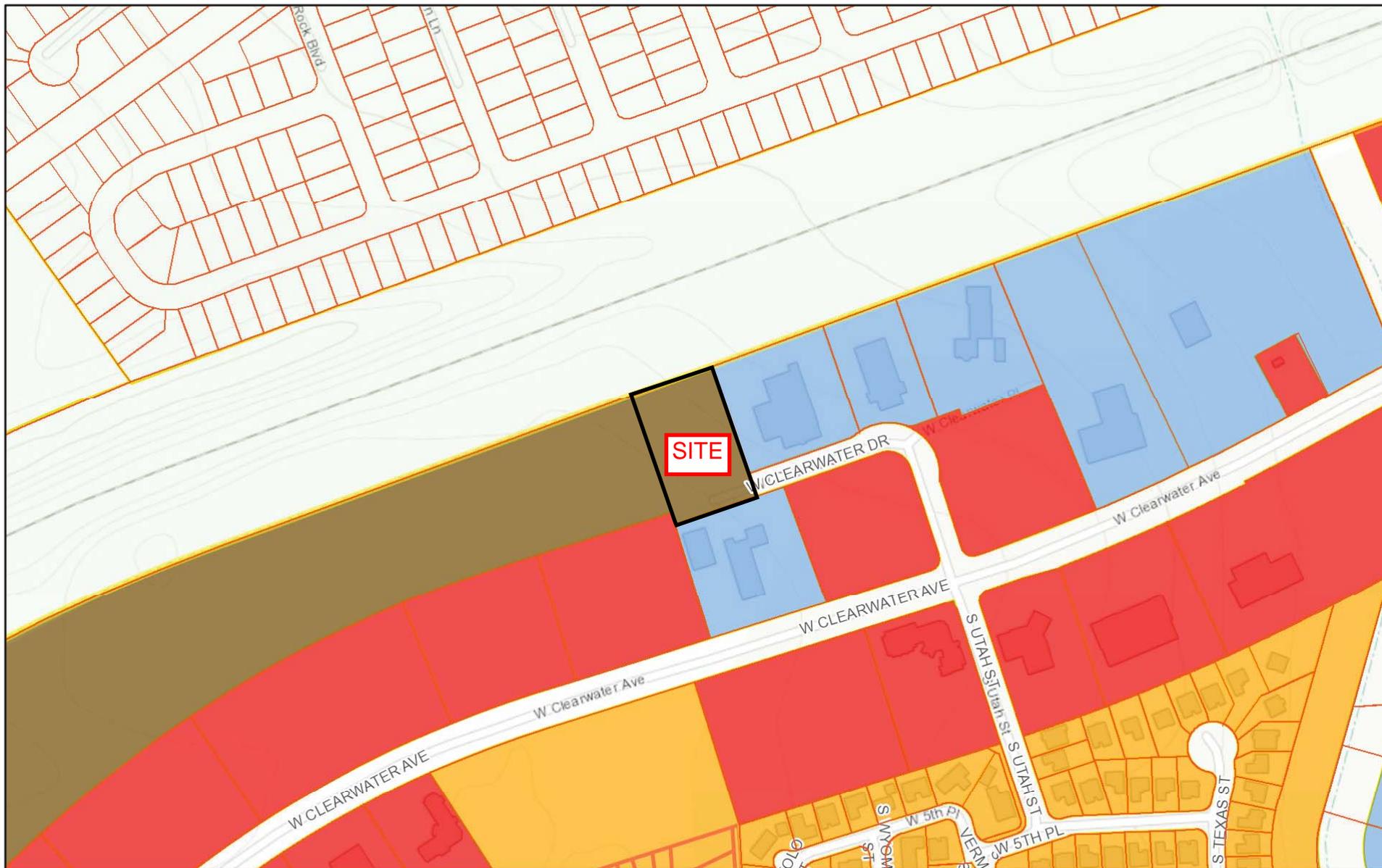


March 30, 2023 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- | | | | | | | |
|-------------------|--------------------|--------------|---------|-------|-----|-----------------------|
| CountyParcelLayer | | BlowOffValve | | Pump | | IrrigationMainline |
| IrrigationValve | | GateValve | | Riser | | IrrigationServiceline |
| | <all other values> | | Manhole | | IVB | StreetName |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,



May 6, 2022

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.



1 inch = 300 feet

1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

- | | | | |
|-------------------|---------------------------|-------------|--------|
| CountyParcelLayer | SurveyAddressPoint | Building | Parcel |
| StreetName | <all other values> | Condo | |
| | Apartment | Mobile Home | |



NOTICE OF MAILING

I, Steve Donovan, on 3/30, 2023
 mailed 4 copies of NPH
 for COZ-2023-0002
 to surrounding properties within 300 feet

as shown on the attached list.

Signature

37
MOODY FAMILY PROPERTY, LLC
68908 E 669 PR NE
RICHLAND, WA 99352

37
CLA HOLDING, LLC
2137 KIMBERLY CIRCLE
EUGENE, OR 97405

37
TOM & VICKI SOLBRACK
2555 W HWY 24
OTHELLO, WA 99344

37
DESERT SAGEBRUSH PROPERTY, LLC
9304 W CLEARWATER DRIVE
KENNEWICK, WA 99336

KENNEWICK PLANNING COMMISSION**NOTICE OF PUBLIC HEARING**

April 17, 2023 6:30 p.m.

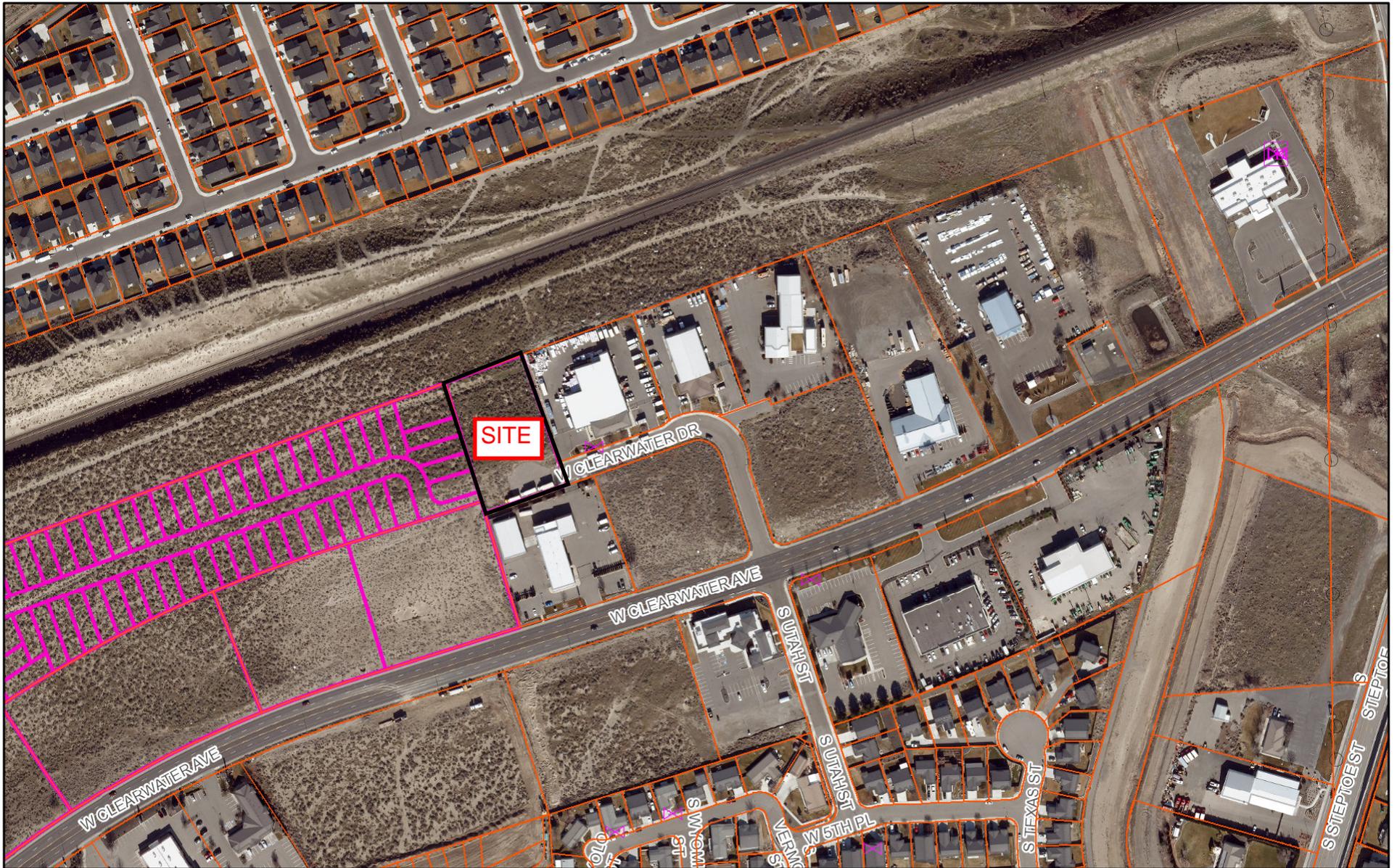
The Kennewick Planning Commission will hold a Public Hearing on Monday, April 17, 2023, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Change of Zone. Staff will be presenting their analysis and the Planning 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-2023-0002 – A Change of Zone for 1.24 acres located at 9496 W Clearwater Drive, from Residential, High Density (RH) to Industrial, Light (IL). The site has an Industrial land use designation. **Review the site map on the back of this notice.**

Submit written comments to Matt Halitsky at matt.halitsky@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Steve Donovan (509) 585-4416.

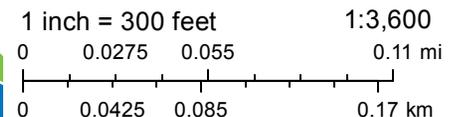
The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or 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.

Site Map



March 30, 2023 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- | | | | | | | | |
|-------------------|--------------------|--------------|--|-------|--|-----------------------|--|
| CountyParcelLayer | | BlowOffValve | | Pump | | IrrigationMainline | |
| IrrigationValve | | GateValve | | Riser | | IrrigationServiceline | |
| | <all other values> | Manhole | | IVB | | StreetName | |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,



Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2022-0020 / CPA-2022-0009

DESCRIPTION OF PROPOSAL: Change the land use designation of 1.24 acres from High Density Residential (HDR) to Industrial (I)

PROPONENT: Knutzen Engineering

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 9496 W Clearwater Ave

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- There is no comment period for this DNS.
This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by... After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP
POSITION/TITLE: Community Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4386

- Changes, modifications and /or additions to the checklist have been made on the attached Environmental Checklist Review.

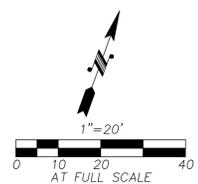
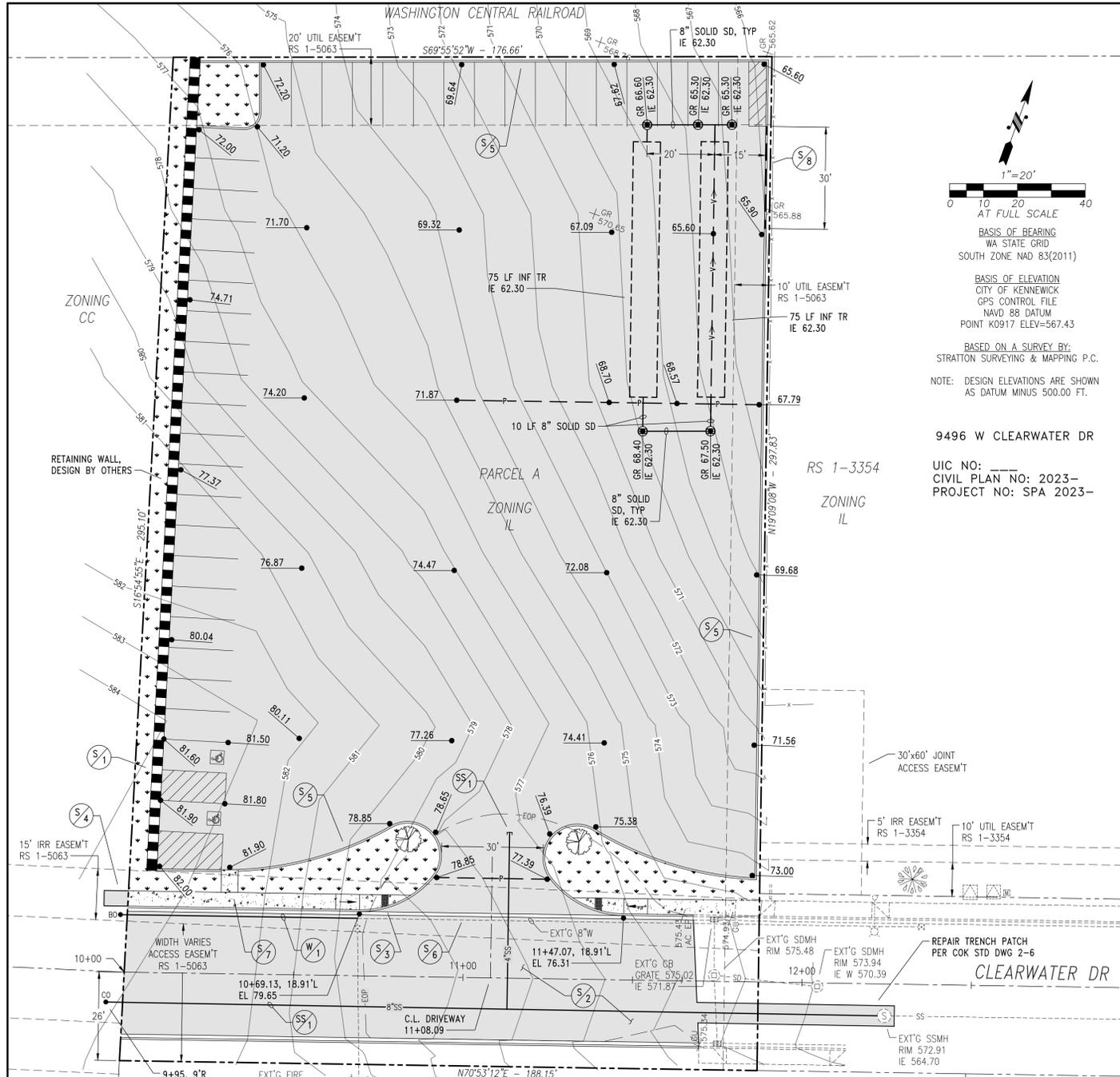
This DNS is subject to the attached conditions:

- No conditions.
See attached condition(s).

Date: 18 July 2022 Signature: [Handwritten Signature]

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were emailed to Benton Clean Air Authority, Confederated Tribes of Umatilla Indian Reservation, Department of Ecology SEPA Register, Department of Fish & Wildlife, Department of Natural Resources, Washington State Department of Transportation.



1"=20'
0 10 20 40
AT FULL SCALE

BASIS OF BEARING
WA STATE GRID
SOUTH ZONE NAD 83(2011)

BASIS OF ELEVATION
CITY OF KENNEWICK
GPS CONTROL FILE
NAV D 88 DATUM
POINT K0917 ELEV=567.43

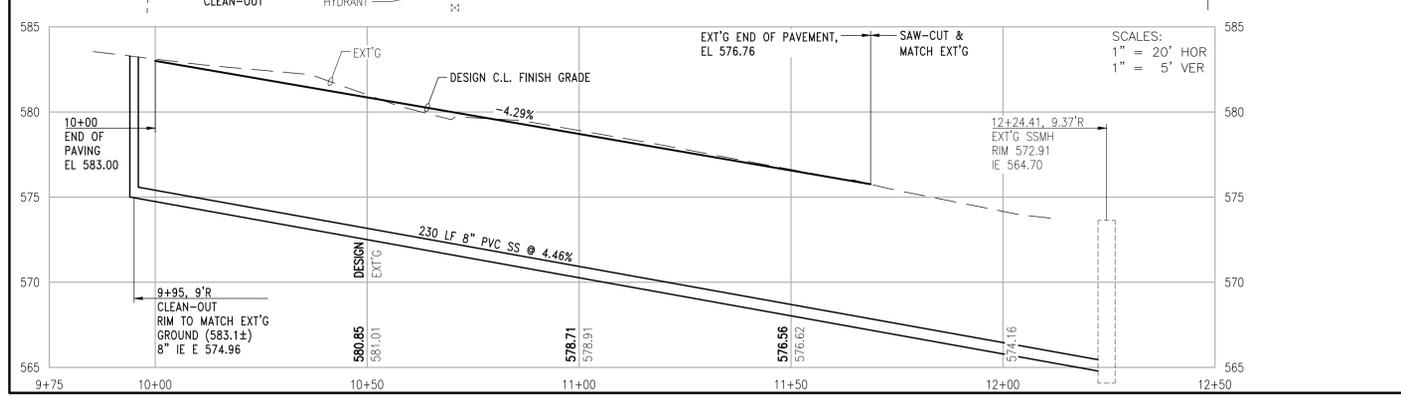
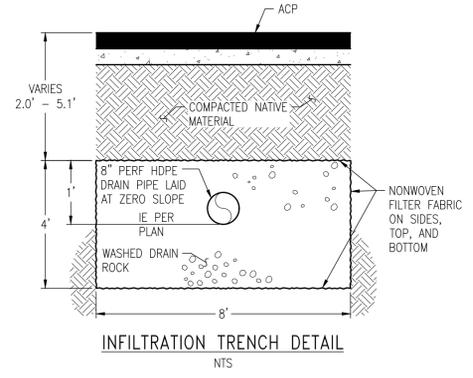
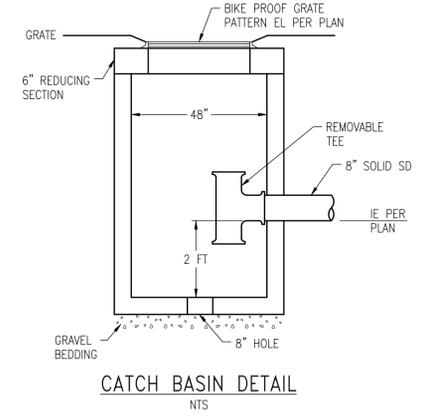
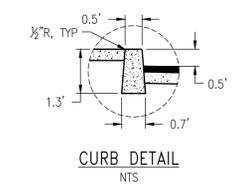
BASED ON A SURVEY BY:
STRATTON SURVEYING & MAPPING P.C.

NOTE: DESIGN ELEVATIONS ARE SHOWN
AS DATUM MINUS 500.00 FT.

9496 W CLEARWATER DR
UIC NO: _____
CIVIL PLAN NO: 2023-
PROJECT NO: SPA 2023-

SYMBOL LEGEND		
EXISTING	PROPOSED	
[Symbol]	[Symbol]	ACP
[Symbol]	[Symbol]	CONCRETE
[Symbol]	[Symbol]	GRAVEL
[Symbol]	[Symbol]	LANDSCAPING
[Symbol]	[Symbol]	EDGE OF PAVEMENT
[Symbol]	[Symbol]	EDGE OF GRAVEL
[Symbol]	[Symbol]	CENTERLINE
[Symbol]	[Symbol]	ROW/PROPERTY LINE
[Symbol]	[Symbol]	EASEMENT
[Symbol]	[Symbol]	ORIGINAL GROUND CONTOUR
[Symbol]	[Symbol]	FENCE
[Symbol]	[Symbol]	PAVING PEAK
[Symbol]	[Symbol]	PAVING VALLEY
[Symbol]	[Symbol]	DRAINAGE DIRECTION
[Symbol]	[Symbol]	STORM DRAIN
[Symbol]	[Symbol]	SANITARY SEWER LINE
[Symbol]	[Symbol]	WATER LINE
[Symbol]	[Symbol]	IRRIGATION LINE
[Symbol]	[Symbol]	UNDERGROUND UTILITY LINE
[Symbol]	[Symbol]	UNDERGROUND TELEPHONE LINE
[Symbol]	[Symbol]	UNDERGROUND GAS LINE
[Symbol]	[Symbol]	STREET LIGHT
[Symbol]	[Symbol]	STREET SIGN
[Symbol]	[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	[Symbol]	CLEAN OUT
[Symbol]	[Symbol]	24" CATCH BASIN
[Symbol]	[Symbol]	48" CATCH BASIN
[Symbol]	[Symbol]	INFILTRATION TRENCH
[Symbol]	[Symbol]	FLOW DIRECTION
[Symbol]	[Symbol]	VALVE
[Symbol]	[Symbol]	BACKFLOW PREVENTER DEVICE
[Symbol]	[Symbol]	REDUCER
[Symbol]	[Symbol]	FIRE HYDRANT
[Symbol]	[Symbol]	PIPE STUB-OUT
[Symbol]	[Symbol]	BLOW OFF
[Symbol]	[Symbol]	WATER METER
[Symbol]	[Symbol]	TELEPHONE PEDESTAL
[Symbol]	[Symbol]	TRANSFORMER
[Symbol]	[Symbol]	JUNCTION BOX
[Symbol]	[Symbol]	CABLE TV PEDESTAL
[Symbol]	[Symbol]	GRATE ELEV
[Symbol]	[Symbol]	FINISH GRADE ELEV
[Symbol]	[Symbol]	TOP OF CURB ELEV

- (S) SURFACING**
1. RETAINING WALL, DESIGN BY OTHERS. TO BE BUILT UNDER A SEPARATE PERMIT.
 2. REMOVE 5,720± SF EXISTING PAVEMENT AND CONSTRUCT 168 LF CITY STD STREET PER COK STD DWG 2-1 AND SECTION A-A.
 3. CONSTRUCT ADA-COMPLIANT PEDESTRIAN RAMPS PER WSDOT STD PLAN F-40, 16-03.
 4. CONSTRUCT 7 FT LONG HMA RAMP PER COK STD DWG 2-14.
 5. ON-SITE CURB TO BE PER DETAIL THIS SHEET.
 6. CONSTRUCT VALLEY GUTTER PER COK STD DWG 2-9.
 7. CONSTRUCT 5' WIDE x 7± LONG ADA COMPLIANT CONCRETE PEDESTRIAN PATH TO BACK OF SIDEWALK.
 8. CUT DOWN OR REMOVE 30" EXISTING CURB & MATCH EXISTING GRADE WITH NEW PAVING.
- (W) WATER**
1. INSTALL 70 LF 8" PVC C900 WATER LINE AND TEMP BLOW-OFF PER COK STD DWG 4-1.
- (SS) SEWER**
1. CONSTRUCT 230 LF 8"SS PER COK STANDARDS, CLEAN-OUT PER COK STD DWG 3-1.



UTILITIES & SERVICES		
UTILITY	DESIGN SIGNED BY	DATE
IRRIGATION	KENNEWICK IRR. DISTRICT	
POWER	BENTON PUD NO. 1	
TELEVISION	CHARTER COM	
TELEPHONE	ZIPLY	
GAS	CASCADE NATURAL GAS	
TRANSIT	BEN FRANKLIN TRANSIT	N/A
APPROVED FOR CONSTRUCTION: _____ DATE _____		
CITY OF KENNEWICK		

OWNER/DEVELOPER
Mr. Dean Moody
Inter-Mountain West Insulation
9304 W Clearwater Dr, Ste A
Kennewick, WA 99336
PHONE: 509-735-8411
EMAIL: deanm@iwinsulation.com



CALL 811 BEFORE YOU DIG

DATE: 02-01-23	IMW INSULATION	HALL ENGINEERING ASSOCIATES	10 SOUTH AUBURN KENNEWICK, WA 99336 (509) 582-2200
DRAWN BY: DJK			
DWG. NO: 348-0001	AUXILIARY PARKING LOT GRADING, UTILITIES, & DRAINAGE PLAN		

Planning Commission Action Summary

COZ-2023-0002 (RH to IL)

The Kennewick Planning Commission conducted a hybrid in-person/virtual public hearing on 17 April 2023. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Gregory moved that the Planning Commission concur with the findings and conclusions contained within staff report COZ-2023-0002 and recommend to City Council approval of the proposed Change of Zone.

Findings:

1. The applicant is Hall Engineering, 10 S Auburn St, Kennewick, WA 99336.
2. The property owner is Dean Moody, Intermountain West Insulation, 9304 W Clearwater Drive, Kennewick, WA 99336.
3. The proposed change of zone is located at 9496 W Clearwater Drive. Parcel Number 1-0188-4BP-5063-021.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The request is to change the zoning from Residential, High Density (RH) to Industrial, Light (IL).
6. The Industrial, Light zoning district is an implementing zone of the Industrial Comprehensive Plan Land Use Map Designation.
7. On 28 February 2023, the application was submitted, and declared complete for processing on 2 March 2023.
8. The application was routed for review to City Departments and outside agencies for comment on 2 March 2023.
9. Access to the site is via W Clearwater Drive.
10. The Environmental Determination of Non-Significance (ED-2022-0020) was issued with the last Comprehensive Plan Amendment proposal on 18 July 2022.
11. The Property Posting sign for the public hearing was posted on site 30 March 2023.
12. Notice of the public hearing for this application was published in the Tri-City Herald on 2 April 2023. Notices were also mailed to property owners within 300 feet of the site on 30 March 2023.
13. The proposed amendment is consistent with the Comprehensive Plan.
14. The proposed amendment promotes the public necessity, convenience and general welfare.
15. 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.

16. 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 Industrial.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Industrial Land Use 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 was seconded by Commission Griffith. The motion passed unanimously, with Commissioners Franklin, Short, Gregory, Griffith, and Chair Helgeson all in favor.

**KENNEWICK PLANNING COMMISSION
APRIL 17, 2023
MEETING MINUTES**

1. CALL TO ORDER

Recorder Melinda Didier called the meeting to order at 6:30 p.m. and asked the Planning Commissioners to nominate an Interim Chairman to chair the meeting in the absence of Chairman Morris. Commissioner Franklin nominated Commissioner Helgeson as Interim Chairman; Commissioner Gregory seconded the nomination. Motion passed unanimously.

Interim Chairman Helgeson called the meeting to order at 6:33 p.m.

Interim Chairman Helgeson led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following present:

PRESENT: Commissioners Thomas Helgeson, Tina Gregory, Ken Short, Nikki Griffith, Lola Franklin. (*Commissioners Ken Short and Nikki Griffith joined remotely*). Commissioner James Hempstead and Chairman Victor Morris had excused absence.

STAFF: Steve Donovan, AICP Planning Manager; Matt Halitsky, Senior Planner; and Melinda Didier, Planning Administrative Assistant/Recorder.

Five commissioners were present; Ms. Didier declared a quorum was established.

2. CONSENT AGENDA

- a. Approval of the minutes dated April 3, 2023.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

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

DISCUSSION: None.

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

3. PUBLIC HEARINGS:

Interim Chairman Helgeson made the following statement:

“Good evening and welcome to the April 17, 2023, Kennewick Planning Commission meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant's Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request.”

A. CHANGE OF ZONE (COZ) #2023-0002

Interim Chairman Helgeson opened the public hearing at 6:35 pm for Change of Zone (COZ) 2023-0002.

1. Mr. Halitsky described the application, presented the staff report, and recommended the Planning Commission forward a recommendation for approval of COZ #2023-0002 to City Council.

Planning Commission Questions: Commissioner Griffith and Commissioner Franklin asked if the zone change is for additional parking at the existing business. Mr. Halitsky said yes.

2. Testimony of Applicant/Applicant's Representative: Gary Hall, Hall Engineering, 10 S. Auburn Street, Kennewick, WA 99336. Mr. Hall said that the zone change is to make the land compatible with the business zone for additional parking at the business.
3. Testimony in Favor of the Request: None
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: Not applicable.
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Public Testimony Closed at 6:41 p.m.

MOTION: Commissioner Gregory moved to concur with the findings and conclusions in staff report COZ 2023-0002 and recommend City Council approval of the request. Commissioner Griffith seconded the motion.

DISCUSSION: None.

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

4. VISITORS NOT ON AGENDA: None

5. OLD BUSINESS:

- a. City Council Action Updates: Mr. Donovan said COZ-2023-0001 recommended for approval by the Planning Commission at the April 3, 2023 meeting will go before the City Council at their meeting tomorrow night (April 18th).

6. NEW BUSINESS: None

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

None

8. ADJOURNMENT: The meeting concluded at 6:45 p.m.

When recorded, return to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

CITY OF KENNEWICK
ORDINANCE NO. 6022

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 4621
SOUTHRIDGE BOULEVARD

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 23-02 initiated proceedings to vacate a portion of right-of-way abutting 4621 Southridge Boulevard and by said resolution fixed the 2nd day of May, 2023, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 4621 Southridge Boulevard should be heard and determined, and notice of such hearing was given as required by law; and

WHEREAS, such hearing was duly held at the time and place appointed by resolution and objections to said resolution were heard and considered by the City Council, and the City Council having determined to make said vacation; and

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

Section 1. That portion of street right-of-way described as follows:

Parcels 1-2189-201-2822-002

Portion of Southridge Boulevard to be vacated:

RIGHT OF WAY VACATION

THAT PORTION OF UNION LOOP ROAD (SOUTHRIDGE BOULEVARD) LYING
IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE
29 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SHORT PLAT 2822,
RECORDED UNDER AUDITOR'S FILE NUMBER 2004-024215, RECORDS OF

BENTON COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID LOT AND THE EASTERLY MARGIN OF SAID UNION LOOP ROAD THE FOLLOWING COURSES:

SOUTH 00°36'22" EAST A DISTANCE OF 119.32 FEET; THENCE NORTH 89°23'38" EAST A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 405.00 FEET, THE CHORD OF WHICH BEARS SOUTH 20°24'34" EAST A DISTANCE OF 274.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'23" A DISTANCE OF 279.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THE NORTHERLY MARGIN OF STATE HIGHWAY 395, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 590.00 FEET, THE CHORD OF WHICH BEARS SOUTH 76°31'28" WEST A DISTANCE OF 49.76 FEET; THENCE LEAVING SAID WEST LINE AND SAID EASTERLY MARGIN, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°50'03" A DISTANCE OF 49.78 FEET TO THE CENTERLINE OF UNION LOOP ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET, THE CHORD OF WHICH BEARS NORTH 18°59'01" WEST A DISTANCE OF 283.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE, THROUGH A CENTRAL ANGLE OF 36°45'16" A DISTANCE OF 288.67 FEET; THENCE NORTH 0°36'22" WEST ALONG SAID CENTERLINE A DISTANCE OF 119.32 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°23'38" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SHORT PLAT 2822, RECORDED UNDER AUDITOR'S FILE NUMBER 2004-024215, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE OF SAID LOT, SOUTH 00°36'22" EAST A DISTANCE OF 119.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 420.00 FEET; THENCE LEAVING SAID WEST LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°03'24" A DISTANCE OF 125.03 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 18.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°42'04" A DISTANCE OF 16.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131°47'04" A DISTANCE OF 126.50 FEET TO INTERSECT THE CENTERLINE OF UNION LOOP ROAD AS DEPICTED ON SAID

SHORT PLAT, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 450.00 FEET, THE CHORD OF WHICH BEARS NORTH 16°20'43" WEST A DISTANCE OF 244.13 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 31°28'42" A DISTANCE OF 247.23 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 0°36'22" WEST A DISTANCE OF 119.32 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°23'38" EAST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

Section 2. Pursuant to RCW 35.79.030, the adjacent property owner and beneficiary (PRIDE OF PASCO DEVELOPMENT LLC, AN WASHINGTON LIMITED LIABILITY COMPANY) shall compensate the City in the amount of one half the appraised value of the vacated right-of-way.

1. **Parcel No. 1-2189-201-2822-002:** The assessed value is \$4.64 per square foot. The established value of the 4,134 square foot right-of-way at one-half \$4.64 per square foot is \$9,590.88.

Section 3. Findings of Fact.

1. The vacation has been approved by affected utility companies.
2. The vacation has been approved by City staff.
3. No abutting property owners object to this vacation.
4. In accordance with RCW 35.79.030, PRIDE OF PASCO DEVELOPMENT LLC, An Washington Limited Liability Company will pay half the appraised value of the property being vacated in the amount of \$9,590.88.
5. This ordinance will be in effect once payment for the property being vacated has been received by the City.

Section 4. This ordinance shall be in full force and effect five days from and after its passage, approval receipt of the \$9,590.88, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of May, 2023, and signed in authentication of its passage this 2nd day of May, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6022 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of May, 2023.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: _____

CHRISTENSEN ROAD

SOUTHRIDGE BOULEVARD

4621 SOUTHRIDGE BOULEVARD
PARCEL # 1-2189-201-2822-002

PROPOSED 10' UTILITY EASEMENT
TO BE VACATED BY RES. 23-07

PROPOSED RIGHT OF WAY
TO BE VACATED BY ORD. 6022
4,540 SQUARE FEET

406 SQUARE FEET TO BE
DEDICATED RIGHT OF WAY
FOR CONSTRUCTION OF
CUL-DE-SAC BY DEVELOPER

N.T.S.

US 395

I-82 RAMP

CITY OF KENNEWICK
RESOLUTION NO. 23-07

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS
A PORTION OF A 10.00 FOOT WIDE UTILITY EASEMENT WITHIN 4621
SOUTHRIDGE BOULEVARD

WHEREAS, PRIDE OF PASCO DEVELOPMENT LLC, AN WASHINGTON
LIMITED LIABILITY COMPANY have requested the vacation of a certain utility
easement located on their property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for
public utility purposes; and

WHEREAS, notice has been published on April 21, 2023, that a public hearing would be held on
this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON that property originally acquired for the purpose of a utility easement and
described as follows:

Parcel Numbers: 1-2189-201-2822-002

EASEMENT VACATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP
8 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN UTILITY EASEMENT BEING THE WESTERLY 10.00
FEET OF LOT 2, SHORT PLAT 2822, RECORDED UNDER AUDITOR'S FILE
NUMBER 2004-024215, RECORDS OF BENTON COUNTY, WASHINGTON.

is hereby found to be surplus to the City's needs and not required for the providing of continued
services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement
shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed
by quit claim to PRIDE OF PASCO DEVELOPMENT LLC, AN WASHINGTON LIMITED
LIABILITY COMPANY the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of May, 2023, and signed in authentication of its passage this 2nd day of May, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 23-07 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 3rd day of May, 2023.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

CHRISTENSEN ROAD

SOUTHRIDGE BOULEVARD

4621 SOUTHRIDGE BOULEVARD
PARCEL # 1-2189-201-2822-002

PROPOSED 10' UTILITY EASEMENT
TO BE VACATED BY RES. 23-07

PROPOSED RIGHT OF WAY
TO BE VACATED BY ORD. 6022
4,540 SQUARE FEET

406 SQUARE FEET TO BE
DEDICATED RIGHT OF WAY
FOR CONSTRUCTION OF
CUL-DE-SAC BY DEVELOPER

N.T.S.

30'

10'

45'

45'

US 395

I-82 RAMP

Council Agenda Coversheet	Agenda Item Number: 6.c. Council Date: 5/2/2023 Agenda Item Type: Ordinance Subject: Ordinance 6023 - Right-of -Way Vacation Department: Public Works Ord/Reso #6023 Contract # Project # Permit # ENG-2023-0666	Category: Ordinance/Reso Public Mtg / Hrg
	<p><u>Recommendation</u> Staff recommends vacation of public right-of-way at 5654 West Canal Drive.</p> <p><u>Motion for Consideration</u> I move to adopt Ordinance 6023.</p> <p><u>Summary</u> At the April 4, 2023 Council meeting, the date of May 2, 2023 was set for a public hearing, and all conditions and proper notice have been fulfilled.</p> <p>Khurshed Sharifov is requesting the vacation of a portion of unused W. Canal Dr ROW adjacent to 5654 W. Canal Dr.</p> <p>The portion proposed to be vacated was an additional 60 foot wide strip deeded to the county in the early 1950's to be used for a frontage road and was never constructed.</p> <p>Khurshed Sharifov would like to utilize the unused ROW for development of apartment buildings.</p> <p>Affected City Utility companies and City Staff have reviewed the request and have no objection to the proposed vacation. City of Kennewick will retain a 15.00 foot wide waterline easement over their existing water main.</p> <p><u>Alternatives</u> None recommended.</p> <p><u>Fiscal Impact</u> Khurshed Sharifov will compensate the City \$29,872.08 for purchase of the ROW.</p>	
<p><u>Attachments:</u></p> <ol style="list-style-type: none"> 1. Ordinance 2. Map 		

When recorded, return to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

CITY OF KENNEWICK
ORDINANCE NO. 6023

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 5654 WEST
CANAL DRIVE

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 23-03 initiated proceedings to vacate a portion of right-of-way abutting 5654 West Canal Drive and by said resolution fixed the 2nd day of May, 2023, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 5654 West Canal Drive should be heard and determined, and notice of such hearing was given as required by law; and

WHEREAS, such hearing was duly held at the time and place appointed by resolution and objections to said resolution were heard and considered by the City Council, and the City Council having determined to make said vacation; and

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

Section 1. That portion of street right-of-way described as follows:

Parcels 1-3399-201-1560-002

PORTION OF WEST CANAL DRIVE TO BE VACATED:

THAT PORTION OF THE WEST CANAL DRIVE RIGHT-OF-WAY ADJOINING
LOT 2 OF THE SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT
PAGE 1560, LYING IN THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 09 NORTH, RANGE 29 EAST, W.M., RECORDS OF BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF ABOVE SAID LOT 2 THENCE SOUTH 46°35'37" EAST ALONG THE WESTERLY LINE OF SAID LOT 327.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°15'42" WEST 86.15 FEET; THENCE ALONG A LINE LYING 60.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY LOT LINE NORTH 46° 35'37" WEST 265.43 FEET;

THENCE NORTH 43°24'23" EAST 60.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINS 17,781 SF.

Section 2. The City retains an 15.00 foot wide Waterline Easement in favor of City of Kennewick in, on under and over a portion of land vacated in Section 1 of this ordinance for access, construction, installation, replacement, repair, expansion, improvement, removal, operation and maintenance of an water main as described in attached Exhibit A and depicted on Exhibit A-1.

Section 3. Pursuant to RCW 35.79.030, the adjacent property owner and beneficiary KHURSHED A. SHARIFOV shall compensate the City in the amount of one half the appraised value of the vacated right-of-way.

1. **Parcel No. 1-3399-201-1560-002:** The assessed value is \$3.36 per square foot. The established value of the 17,781 square foot right-of-way at one-half \$3.36 per square foot is \$29,872.08.

Section 4. Findings of Fact.

1. The vacation has been approved by affected utility companies.
2. The vacation has been approved by City staff.
3. No abutting property owners object to this vacation.
4. In accordance with RCW 35.79.030, KHURSHED A. SHARIFOV will pay half the appraised value of the property being vacated in the amount of \$29,872.08.
5. This ordinance will be in effect once payment for the property being vacated has been received by the City.

Section 5. This ordinance shall be in full force and effect five days from and after its passage, approval receipt of the \$29,872.08, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 2nd day of May, 2023, and signed in authentication of its passage this 2nd day of May, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6023 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 3rd day of May, 2023.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: _____

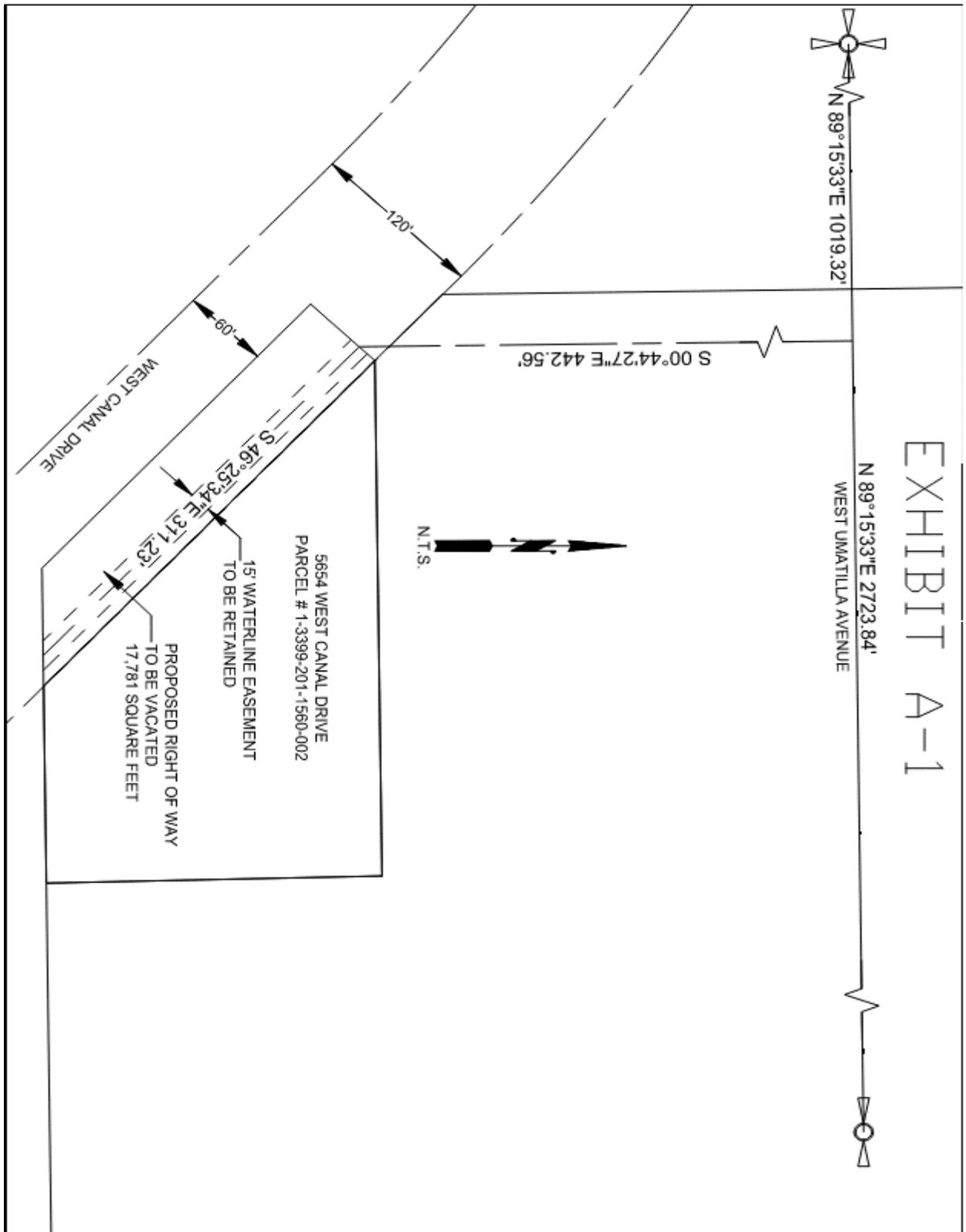
Exhibit A

A waterline easement lying in a portion of the north half of the northwest quarter of Section 33, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington being more particularly described as follows:

A 15.00 foot wide waterline easement with 7.50 feet lying on each side of the following described centerline:

Commencing at the northwest corner of said Section 33, thence North $89^{\circ}15'33''$ East along the north line of said northwest quarter for a distance of 1019.32 feet;
Thence South $00^{\circ}44'27''$ East for a distance of 442.56 feet to the True Point of Beginning;
Thence South $46^{\circ}25'34''$ East for a distance of 311.23 feet to the terminus of said centerline.

The sideline of said easement to be lengthened or shortened to intersect the northerly and southerly boundary of vacated Canal Drive right-of-way described in Section 1.



WEST UMATILLA AVENUE

N.T.S.

5654 WEST CANAL DRIVE
PARCEL # 1-3399-201-1560-002

15' WATERLINE EASEMENT
TO BE RETAINED

60' PROPOSED RIGHT OF
WAY TO BE VACATED
17,781 SQUARE FEET

120'

60'

60'

WEST CANAL DRIVE

	COMMUNITY PLANNING DEPARTMENT
	STAFF REPORT AND RECOMMENDATION TO THE CITY COUNCIL
	FILE No: AZ-2023-0001

PUBLIC MEETING DATE: May 2, 2023

PROPOSAL: Annex 1.84 acres

APPLICANT: Dennis King, Debra Lowry and Larry Lowry

STAFF CONTACT: Steve Donovan, Planning Manager

DESCRIPTION OF REQUEST

A Notice of Intent to Petition for Annexation of 1.13 acres was submitted by Dennis King, Debra Lowry and Larry Lowry. A complete Notice of Intent to Petition for Annexation was submitted on March 7, 2023. The proposed annexation area has an assessed value of \$514,200 and involves one parcel located at 801 S Steptoe Street.

In addition to the applicant's request, staff is proposing to annex .74 acres at 721 S Steptoe Street, which is directly north of the site. The George E Wingert Trustee owns the site and it is assessed at \$206,820.

BACKGROUND

A plumbing business, which is designated as a non-conforming use, is currently located at 801 S Steptoe Street. The business has been operating for many years and it is the intention of the owner to have a similar business at the site. The current Benton County Nonconforming Use requirements are more restrictive as opposed to the City's nonconforming requirements.

Staff has been in contact with the property owner of 721 S Steptoe Street to discuss the City's intent to annex the property. The owner is not opposed to the annexation. Additionally, an Outside Utility Agreement for the property was recorded in 2016.

The City of Kennewick Public Works Department, Fire Department and Police Department have no comments on the annexation.

PROCEDURE

The proposed annexation will be processed utilizing the Petition Method of annexation (RCW 35A.14.120) and this public meeting is required to determine whether the city will:

1. accept, reject, or geographically modify the proposed annexation boundary;

2. require the simultaneous adoption of zoning regulations; and
3. require the assumption of all or any portion of existing city indebtedness.

ANALYSIS

Boundary

The properties as a whole, are triangular shaped and consist of 1.84 acres. The site is surrounded by the City of Kennewick.

Site Conditions

801 S Steptoe Street has two commercial buildings and a residence on it. 721 S Steptoe Street has one existing residence. Additionally, slopes greater than 15% are on-site and City water and sewer are located in S Steptoe Street.

Land Use Designation and Zoning

The entire site is designated Low Density Residential in the City's Comprehensive Plan. The implementing zones are Residential Suburban (RS), Residential Low Density (RL) and Residential Manufactured Home (RMH).

This proposed annexation area does not have a pre-zoning designation. Properties adjacent to the site are zoned RL. If Council decides to accept the petition, the proposed zoning for the site will be RL.

The current on-site nonconforming use may be continued even though it does not conform to Title 18 and will be considered legal nonconforming. A nonconforming use or structure must be maintained and repaired pursuant to applicable regulations of the KMC and building codes. Additionally, a nonconforming use, which has ceased for six months cannot resume, except in the event of death, legal incapacitation or physical disability, in which case the use will have one year to resume.

City Indebtedness

Should the Council decide to accept the petition and begin annexation proceedings, it is important for the petitioners to recognize that it is customary for all properties annexed into the City to assume a pro rata share of the City's outstanding indebtedness as a condition of annexation.

RECOMMENDATION

Staff recommends that Council approve the amended petition for annexation.

FINDINGS

1. A complete Notice of Intent to Petition for Annexation was submitted on March 7, 2023.
2. The proposed annexation area is part of the Urban Growth Area.
3. Utilities are adjacent to the site, located in S Steptoe Street.
4. S Steptoe Street provides direct access to the site.
5. There are critical areas in the form of steep slopes greater than 15%.
6. Benton County #1 is currently the first responder to this area for fire and emergency medical services, while the Kennewick Fire Department provides backup. Should the area be annexed, Kennewick Fire Department will be the first responder and Benton County #1 will provide backup.

7. The Benton County Sheriff Department is currently the first responder to this area and the Kennewick Police Department currently provides backup. Should the area be annexed, the Kennewick Police Department will be the first responder with the Benton County Sheriff providing backup.

EXHIBITS

1. Staff Report
2. Notice of Intent
3. City of Kennewick Outside Utility Agreement
4. Applicant Proposal Map
5. Staff Proposal Map

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

February 21, 2023

The Honorable Mayor and City Council
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336

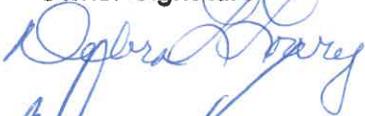
Dear Mayor and City Council:

LARRY + DEBI LOWRY + DENNIS KING, who is the sole owner of the acreage for which annexation is sought, hereby advises the City Council of the City of Kennewick that it is the desire of *LARRY + DEBI LOWRY + DENNIS KING*, the owner of the subject property, to commence annexation proceedings:

The property herein referred to is legally described and geographically depicted on the property survey attached hereto.

It is requested that the City Council of the City of Kennewick set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation.
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by the City of Kennewick.
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

	<i>Larry Lowry</i>	101884010981002	<i>3-6-2023</i>
Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
	Debra L. Lowry		
	Dennis King		

2016-016657 AGR
06/14/2016 10:26:49 AM Pages: 5 Fee: \$77.00
City Of Kennewick
Benton County, Benton County Auditor's Office

After Recording, Return to:
City of Kennewick
PO Box 6108
Kennewick WA 99336

**CITY OF KENNEWICK
OUTSIDE UTILITY AGREEMENT**

THIS AGREEMENT is made between the City of Kennewick, a municipal corporation, hereinafter referred to as "City," and the undersigned Owner(s), hereinafter referred to as "Owner."

Owner Name: Margaret & George E. Wingert
Address: 721 S. Steptoe St
Parcel Number: 1-0188-401-0981-001
Legal Description: Section 1 Township 8 Range 28 Quarter SE Plat #981 Lot 1

SECTION 1. DEFINITIONS.

Unless otherwise specifically stated in this Agreement, the following terms shall have the following meanings:

- 1.1 The term "property" shall mean the property as described and set forth in "Exhibit A" which is attached to this Agreement and incorporated by reference. The term shall also mean the individual lots or parcels that occur or are created as a result of the subdivision of the property described in "Exhibit A."
- 1.2 The term "Owner" and "Owners" shall mean any person, corporation, partnership, entity, being, trust, or agency that currently has title, or obtains title or ownership at any time in the future, to the property or properties described in "Exhibit A" of this Agreement. The definition of "Owner" as contemplated by this Agreement is intended to include the owner's heirs, successors, and assigns. The term shall also mean any person, corporation, partnership, entity, being, trust, or agency who purchases or otherwise obtains title to a lot or lots that are created as a result of the subdivision of the property described in "Exhibit A."

SECTION 2. RECITALS.

- 2.1 The City of Kennewick is not legally required to provide water and/or sewer service to property located outside of the Kennewick city limits.
- 2.2 Pursuant to Kennewick Municipal Code (KMC) 14.10.040 and 14.22.040(1), no extensions of the public water system or public sewer system shall be made outside of city limits except by contract approved by city council.
- 2.3 Paragraph 2 of Resolution 09-31 provides that in exchange for supplying utility services, property owners are to sign an Outside Utility Agreement which conveys to the City the right to petition for annexation or protest any annexation or proposed annexation of the property receiving utility services.
- 2.4 The Outside Utility Agreement signed by the property owner(s) does not result in immediate annexation of the owner's property, but instead grants the City of Kennewick the authority to act on the property owner's behalf with regard to

the issue of annexation should the property ever become eligible for annexation.

- 2.5 The Outside Utility Agreement does not give the City of Kennewick title to, or an ownership interest in, the property receiving utility services.

SECTION 3. UTILITY SERVICE CONDITIONS.

3.1 **Annexation Agreement.** In consideration and as a condition of receiving water and/or sewer service provided by the City of Kennewick, and for not denying a local improvement district as authorized under RCW 35.43.075, Owner agrees that at such time as the City desires to annex the property described in "Exhibit A," Owner shall fully cooperate with and agree to the annexation as follows:

- 3.1.1 Owner has been advised and understands that the City may commence annexation proceedings regarding the property described as "Exhibit A" at any time after the property becomes eligible for annexation following the authorization and recording of this Agreement.
- 3.1.2 Whenever so requested, Owner shall sign any letter, notice, petition, or other document initiating, furthering, or accomplishing the annexation of the property described as "Exhibit A" to the City.
- 3.1.3 Owner agrees that this document, once signed and recorded, shall be considered a valid petition for annexation of the property described in "Exhibit A," or any portion thereof, subject to any debt or zoning requirements imposed by the City upon such petition.
- 3.1.4 By entering into this Agreement, Owner knowingly, intelligently, and voluntarily waives any right to actively protest annexation of the property receiving utility services, whether annexation be by petition or otherwise.
- 3.1.5 By accepting the terms of this Agreement, Owner grants to the City an irrevocable power of attorney to execute any annexation documents on behalf of the Owner, or as may be necessary to complete the annexation, so long as the City remains a municipal corporation. This power of attorney shall not be affected by the disability of the principal.

3.2 **Utility Improvements.** Water and/or sewer service shall not be provided until all applicable utility improvements are constructed, inspected and approved, and meet City standards and specifications. Owner shall pay to the City, when due, all connection charges, capital recovery fees, service fees, local improvement assessments, and any other charges and fees required by law to be paid for the utility services being applied for. Connection to, or extension of, the public utility system will be at Owner's expense and liability. Further, Owner is required to obtain and record any easements as may be required.

3.3 **Change in Development.** Any change in the site development from the approved use or corresponding development plan as provided to the City, that is determined by the City to constitute a significant change in the demand on the utility system, may result in the imposition of additional conditions to this Agreement, or the revocation of this Agreement.

3.4 **Fire Protection.** The City's approval of water service does not guarantee fire protection flow requirements.

SECTION 4. MISCELLANEOUS PROVISIONS.

4.1 **Modification.** No modification of this Agreement, with the exception of the conditions imposed by the City pursuant to subsection 3.2 of this Agreement, shall be made unless mutually agreed upon by the parties in writing.

- 4.2 **Severability.** In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed, and such conflict shall not affect the other terms and conditions of this Agreement.
- 4.3 **Costs and Attorney Fees.** In the event that litigation of this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney fees and costs incurred in pursuing such litigation. Further, Owner agrees that, should it be necessary for the City to enforce any of the provisions of this Agreement, Owner shall pay to the City all reasonable attorney fees and costs incurred by the City in enforcing this Agreement.
- 4.4 **Agreement Runs With Land.** The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon the heirs, successors, and assigns of the Owner.
- 4.5 **Community Property.** When the property receiving utility services is community property, Owner acknowledges and agrees that subsequent removal of one spouse's name from the property's title does not void, rescind, or otherwise invalidate this Agreement.
- 4.6 **Recording.** This Agreement shall be recorded immediately upon execution among the land records of the Benton County Auditor. In addition, this Agreement shall be recorded and shall appear on the title of each parcel or lot that is created as a result of the subdivision of the property, if applicable. All recordings of this Agreement shall occur at Owner's expense.
- 4.7 **Breach.** The failure to meet any of the terms or conditions of this Agreement shall constitute a material breach of this Agreement. In the event of a breach, the City may, in addition to any other remedy provided by law, refuse to provide water and/or sewer service to the breaching party or the affected property.
- 4.8 **Release of Claims.** By signing this Agreement, Owner releases the City from any and all lawsuits, claims, causes of action, damages or fees, whether known or unknown, that it may have or may bring against the City as a result of the process for obtaining the water and/or sewer service as contemplated by this Agreement.
- 4.9 **Complete Agreement.** This Agreement represents and contains the entire understanding between Owner and the City with regard to obtaining water and/or sewer services outside of City limits. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document. Any such prior agreements are specifically terminated.

Owner(s) have been given an opportunity to address any questions and concerns with the attorney of their choosing. By signing below, Owner(s) agree that they have read this Agreement, or have had this Agreement read to them. Further, Owner(s) agree that they understand the terms and conditions of this Agreement, and have chosen to enter into this Agreement in a knowing, intelligent, and voluntary manner.

Dated this 17th day of May, 2016.

George E. Wingert
Signature of Property Owner

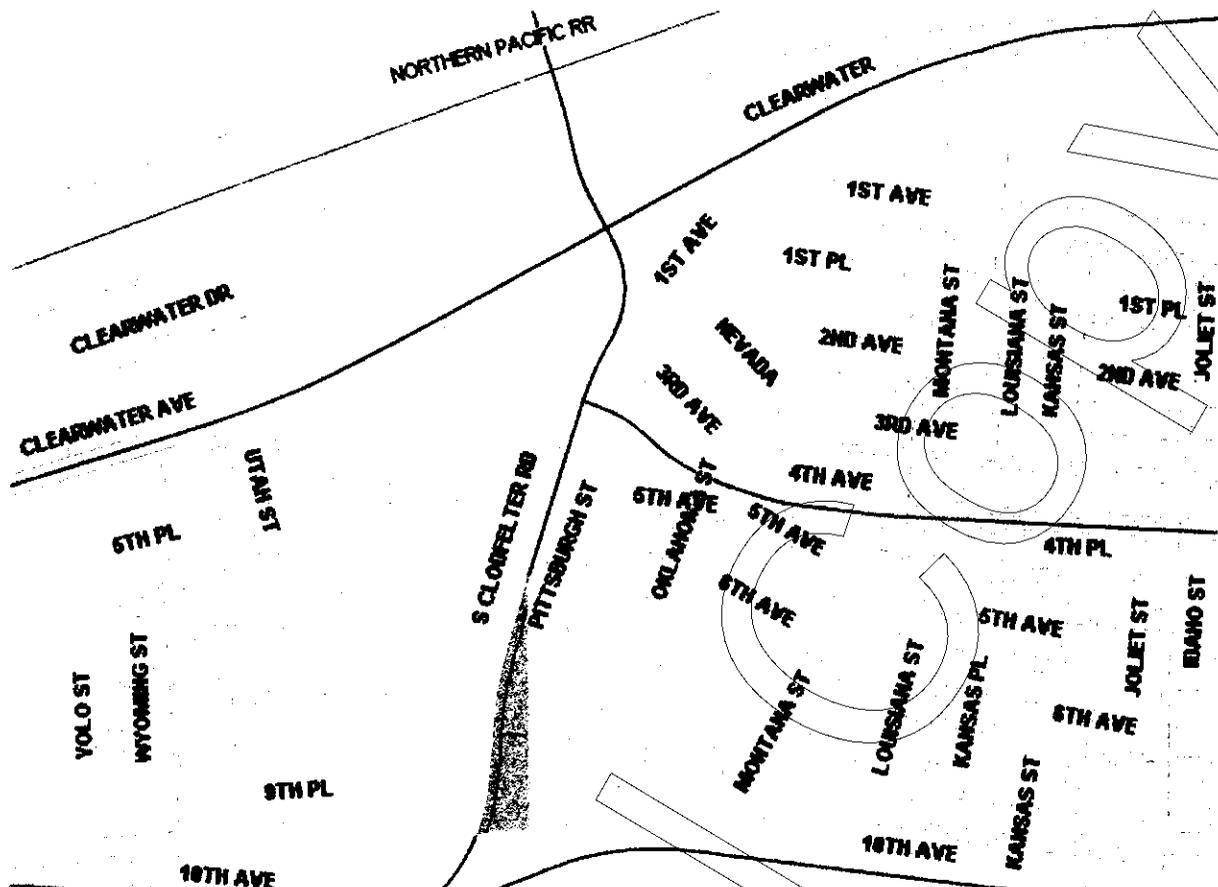
Printed Legal Name: GEORGE E. WINGERT

Marc S. Moley
City Manager (Representative)

Margaret E. Wingert
Signature of Property Owner

Printed Legal Name: Margaret E. Wingert

Exhibit A, Map



Unofficial

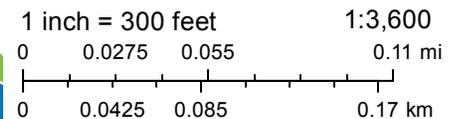


April 10, 2023

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- CountyParcelLayer ○ BPUD Pole
- StreetName □ Historic Bldg on Registry
- Preliminary Parcel □ Historic Bldg NOT on Registry

- StructureBridge
- StructureBuilding



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

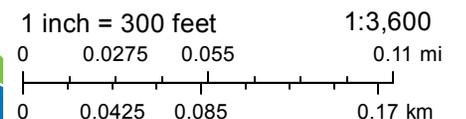


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- ▭ StructureBridge
- ▭ StructureBuilding



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

City Council Meeting

Annexation AZ-2023-0001

May 2, 2023



Background

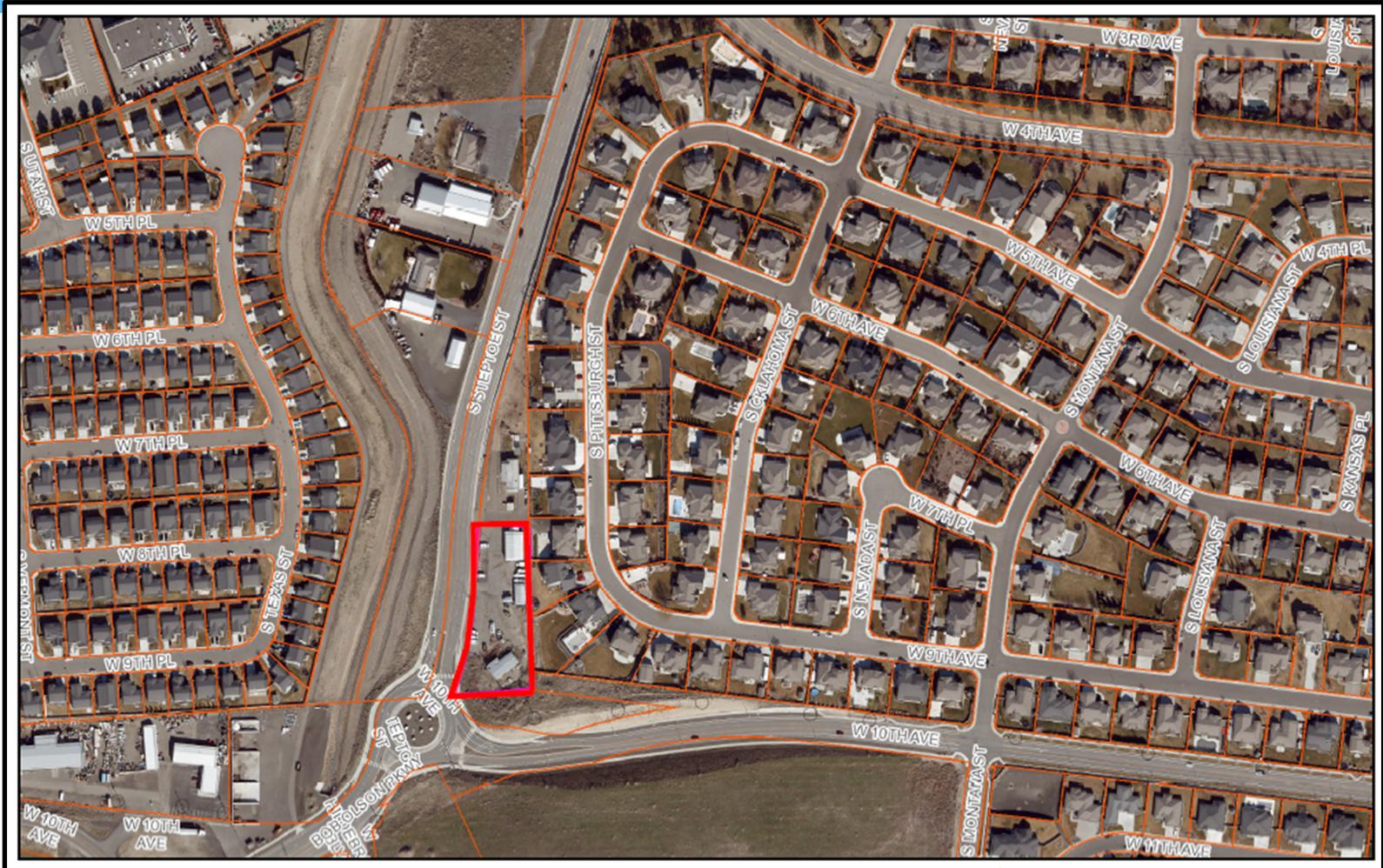
- * **Petitioner:** Dennis King, Debra and Larry Lowry
- * **Location:** 801 and 721 S Steptoe Street
- * **Size:** 1.84 acres
- * **Existing Land Use:** Plumbing business and residence
- * **Comprehensive Plan Designation:** Low Density Residential

Petition Method

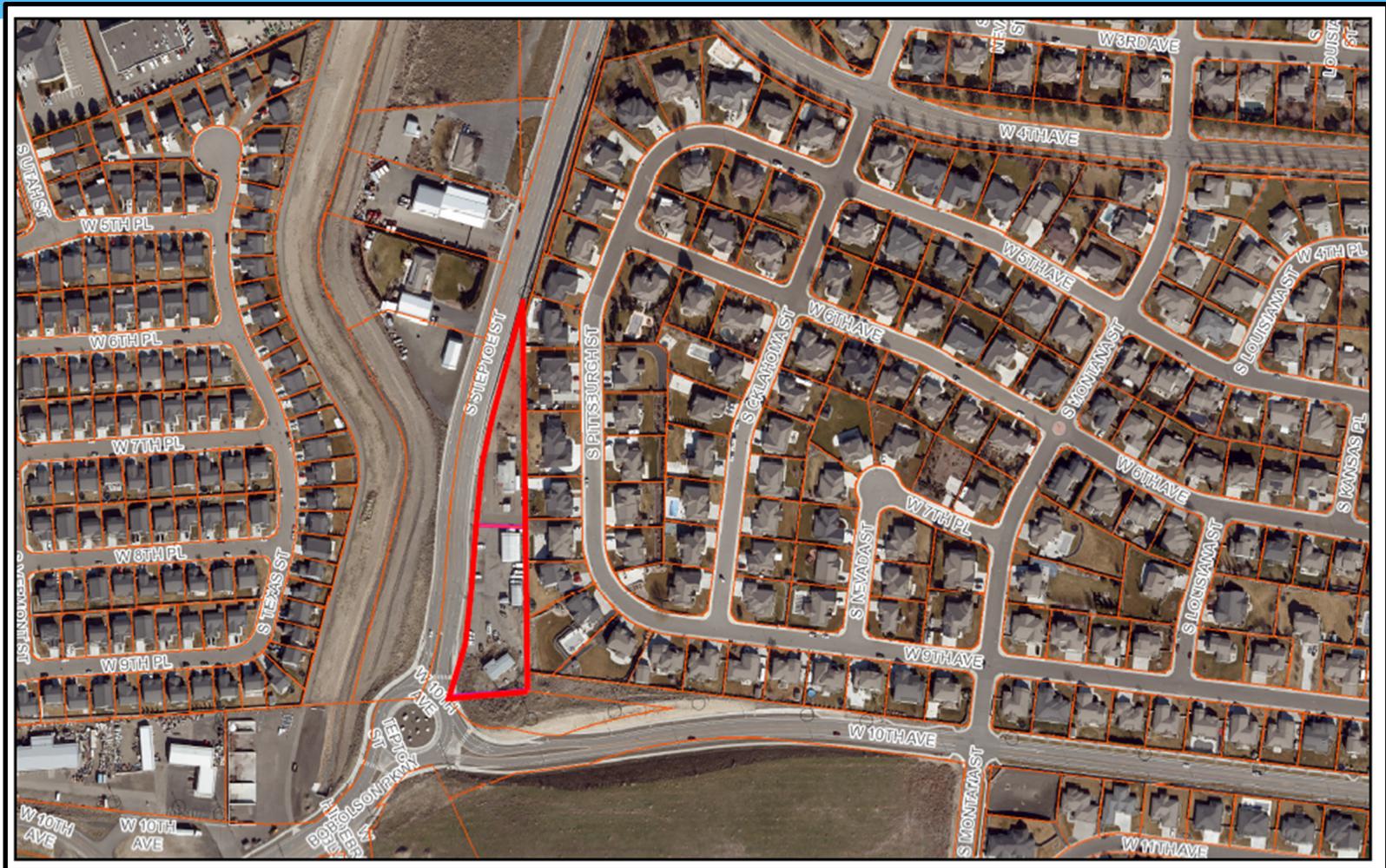
Council to determine:

1. accept, reject, or geographically modify the proposed annexation boundary
2. require the simultaneous adoption of zoning regulations; and
3. require the assumption of all or any portion of existing city indebtedness.

Applicant Proposal



Staff Proposal



Recommendation

Staff recommends that the City Council accept the petition for annexation request as proposed by staff and require the assumption of existing City indebtedness.

Next Steps

- * If accepted
 - * 60% petition prepared
 - * Once signed petition is received
 - * Send to County for review
 - * Send 60 day notice
 - * Post site
 - * Hold hearing
- * After adoption
 - * Establish zoning