



# City Council Meeting Schedule December 2019

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December 3, 2019  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

December 10, 2019  
Tuesday, 6:30 p.m.      WORKSHOP MEETING  
1. HDKP Update  
2. Committee Updates

December 17, 2019  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

December 24, 2019  
Tuesday, 6:30 p.m.      WORKSHOP MEETING -Cancelled

December 31, 2019  
Tuesday, 6:30 p.m.      NO MEETING SCHEDULED

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

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



## CITY COUNCIL REGULAR MEETING AGENDA

December 17, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6<sup>th</sup> Ave

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### EXECUTIVE SESSION

Prior to the regularly scheduled meeting, City Council will hold an **Executive Session RCW 42.30.110(i) Potential Litigation (60 minutes)** beginning at 5:30 p.m.

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#### 1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

#### HONORS & RECOGNITIONS

- Retiree Recognition – Carol Evans, Brad Kohn, Bob Auvil, Wes Romine, Keith Howell and Terry Walsh
- Councilmember Recognition - Paul Parish
  - Resolution 19-29
  - Resolution 19-30

#### 2. APPROVAL OF AGENDA

#### 3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of December 3, 2019.
- b. Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2019.
- c. Motion to approve Payroll Roster for November 30, 2019.
- d. Motion to authorize the City Manager to sign the Outside Utility Agreement with Virginia Sather to provide sanitary sewer service.
- e. Motion to accept the work of Premier Excavation, Inc. for Contract P1309-18, Metaline Avenue Widening, in the amount of \$2,271,616.56.
- f. Motion to award Contract P1931-19 West 14th Place Outfall & Misc. Storm Sites Project to Culbert Construction, in the amount of \$266,889.83, plus a 10% contingency amount of \$26,688.98, for a total amount of \$293,578.81.
- g. Motion to authorize the purchase of two Lifeline medic units from Hughes Fire Equipment in the amount of \$535,407.77.
- h. Motion to authorize the Mayor to sign Addendum No. 1, Consent for Amendment to Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.

#### 4. VISITORS

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**CITY COUNCIL REGULAR MEETING AGENDA**  
**December 17, 2019 at 6:30 p.m.**  
**City Hall Council Chambers | 210 W. 6<sup>th</sup> Ave**

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**5. ORDINANCES/RESOLUTIONS**

- a. Ordinance 5846: Change of Zone 19-04, from Residential, High (RH) to Public Facility (PF) at 5801 W. Hildebrand Blvd.
- b. Ordinance 5847: Change of Zone 19-05, from Residential, Suburban (RS) to Public Facility (PF) at 3500 S. Vancouver St.
- c. Ordinance 5848: Change of Zone 19-06, from Commercial, Community (CC) to Residential, Medium (RM) at 3605 S. Zintel Way.

**6. PUBLIC HEARINGS/MEETINGS**

- a. Resolution 19-27: Final Latecomers Reimbursement Agreement for 3504, 3505, 3511 and 3512 W. 4th Place.

**7. NEW BUSINESS**

- a. City Manager Performance Review

**8. UNFINISHED BUSINESS**

**9. COUNCIL COMMENTS/DISCUSSION**

**10. ADJOURNMENT**

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CITY OF KENNEWICK  
CITY COUNCIL  
Regular Meeting  
December 3, 2019

1. CALL TO ORDER

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

OATH OF OFFICE

Jim Millbauer joined the City Clerk Terri Wright at the podium as she administered the Oath of Office.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Terry Walsh
Paul Parish	Greg McCormick	Ken Hohenberg
John Trumbo	Christina Palmer	Bruce Mills
Bill McKay	Lisa Beaton	Rohana Carmichael
Chuck Torelli	Cary Roe	Emily Estes-Cross
Jim Millbauer	Terri Wright	Randy Maynard
Mayor Don Britain	Dan Legard	Miles Thomas

Boy Scout Troop #168 led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Arts Commission Awards – Dee Boyle, Arts Commissioner, Rohana Carmichael and Miles Thomas came to the podium and provided Council the list of recipients for the awards: Literarily Arts - Plan B Poetry; Performing Arts – Mid-Columbia Musical Theater; Heritage Arts – Davin Diaz; Visual Arts – Heidi Elkington; and Energize the Arts – Tri-Cu Credit Union.

2. APPROVAL OF AGENDA

Mr. Parish moved, seconded by Mayor Pro Tem Lee to approve the Agenda presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 19, 2019.
- b. (1) Motion to approve Claims Roster for November 22, 2019.  
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2019.
- c. Motion to approve Payroll Roster for November 15, 2019.
- d. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Terra Vista Heights Phase 1 contingent upon payment of fees and bonding for incomplete street and landscape work.

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

Abbie Corrigan, 8921 Colby Ct, Pasco – Spoke about the need for a warming shelter for the homeless in Kennewick.

Jacob Hupp, 329 N. Neel, Kennewick – Commented that the police targeting the poorer areas in town for citations.

Dave Retter, 3205 S. Auburn St, Kennewick – Thanked Paul. Parish for his leadership.

The following spoke on the need for a new animal control center not only for the animals but also for the employees and volunteers:

Julie Webb, 4972 McEwan Dr, Richland

Cindi Anderson, 3127 Redhawk Dr, Richland  
Drew Proctor, 717 N. Irby St, Kennewick  
Dawn Henson, 225 Rachel Rd, Kennewick  
Vernie Hansen-Pitkoff, 5310 W. 8<sup>th</sup> Ave, Kennewick

5. ORDINANCE/RESOLUTIONS

- a. Resolution 19-28: Creative District. Terry Walsh, Employee & Community Relations Director reported.

RESOLUTION NO. 19-28

A RESOLUTION AUTHORIZING CREATION AND CERTIFICATION OF THE DOWNTOWN KENNEWICK CREATIVE DISTRICT

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Resolution No. 19-28. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. US 395 & Ridgeline Letters Regarding I-976. Cary Roe, Public Works Director reported.

Mr. Torelli moved, seconded by Mr. Parish to authorize the Mayor to sign letters to the individuals as presented in the staff report, regarding the US 395 & Ridgeline Interchange project and Initiative I-976. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. EXECUTIVE SESSION - RCW 42.30.110(g) City Manager's Pay for Performance Review (15 minutes)

Mayor Britain stated Council would go into executive session at 7:27 p.m. per RCW 42.30.110(g) City Manager's Pay for Performance Review for 15 minutes.

Mayor Britain came out at 7:43 p.m. and stated they would need an additional 10 minutes and extended the session to 7:53 p.m.

11. ADJOURNMENT

Meeting was adjourned at 7:53 p.m.

Terri L. Wright, CMC  
City Clerk

# Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	12/17/2019
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2019.

### Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2019 in the amount of \$813,937.24, comprised of check numbers 21011-21102 in the amount of \$280,007.55 and electronic transfers in the amount of \$533,929.69.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total \$813,937.24.

Through	Denise Winters Dec 11, 14:51:10 GMT-0800 2019
Dept Head Approval	Dan Legard Dec 11, 15:04:15 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 17:44:21 GMT-0800 2019

Attachments:

Recording Required?

**Toyota Center and Toyota Arena  
Operations Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>21011</b>	<b>10/02/2019</b>	<b>Chapin Robert</b>	<b>Backstage supplies for NF 10/6/19</b>	<b>1006.1 · Sterling Operating Account</b>	
NFSupplies	10/02/2019		Backstage supplies for NF 10/6/19	1400.1 · Inventory-Food	-500.00
					-500.00
<b>21012</b>	<b>10/04/2019</b>	<b>Overholt, Ryan</b>	<b>Runner for NF 10/6/19</b>	<b>1006.1 · Sterling Operating Account</b>	
RunnerNF	10/04/2019		Runner for NF 10/6/19	5073 · Reimbursed Outside Services	-250.00
					-250.00
<b>21013</b>	<b>10/04/2019</b>	<b>Rocky Mountain Rigging</b>	<b>Rigging for NF 10/6/19</b>	<b>1006.1 · Sterling Operating Account</b>	
NF2019	10/04/2019		Rigging for NF 10/6/19	5073 · Reimbursed Outside Services	-5,282.00
					-5,282.00
<b>21014</b>	<b>10/04/2019</b>	<b>Chapin Robert</b>		<b>1006.1 · Sterling Operating Account</b>	
SolisSupplies	09/28/2019		Reim Solis Supplies (94 point wine)	1400.3 · Inventory-Liquor	-162.90
SolisSupplies2019	09/28/2019		Reim backstage supplies	1400.1 · Inventory-Food	-109.37
					-272.27
<b>21015</b>	<b>10/04/2019</b>	<b>Jay Owenhouse Productions</b>	<b>Settlement Jay Owenhouse 10/4/19</b>	<b>1006.1 · Sterling Operating Account</b>	
10/4/19 Owenhouse	10/04/2019	Jay Owenhouse	Jay Owenhouse 11/10/18	3601 · Unearned Revenue-Ticket Sales	-10,612.47
					-10,612.47
<b>21016</b>	<b>10/08/2019</b>	<b>Ford Audio Service</b>	<b>Audio Services for Simon &amp; Garfunkel Broadway 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
3370	10/05/2019		Audio Services for Simon & Garfunkel Broadway 2019	5073 · Reimbursed Outside Services	-4,243.87
					-4,243.87
<b>21017</b>	<b>10/08/2019</b>	<b>Spotlight Production &amp; Electrical Service</b>	<b>Lighting Rentals for Simon &amp; Garfunkel Broadway 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
3249	10/03/2019		Lighting Rentals for Simon & Garfunkel Broadway 2019	5073 · Reimbursed Outside Services	-3,556.65
					-3,556.65
<b>21018</b>	<b>10/10/2019</b>	<b>Petty Cash</b>		<b>1006.1 · Sterling Operating Account</b>	
Box refund from PC	05/13/2019		Box office refund paid from Petty cash	3601 · Unearned Revenue-Ticket Sales	-154.00
Adjust event tip err	06/11/2019		Adjust event tip err POPP	2215 · Due To (From) Convention Center	-20.00
F&B stand prep	08/29/2019		Start of season stand maintenance	8041FB · Repr & Maint Bldg, Food & Bev	-176.45
Misc supplies	09/09/2019		Office supplies - TOYO	8005 · Office Supplies	-8.99
			Office supplies - TRCC	2215 · Due To (From) Convention Center	-8.99
Ghost backstage	09/11/2019		Backstage catering expense for Ghost	1400.1 · Inventory-Food	-485.97
			Backstage catering expense for Ghost	1400.3 · Inventory-Liquor	-104.15
			Backstage materials expense for Ghost	8178 · Event Supplies	-95.55
Solis backstage	09/23/2019		Backstage catering expense for Solis	1400.1 · Inventory-Food	-314.73
			Backstage catering expense for Solis	1400.2 · Inventory-Bever	-118.10
Misc supplies	09/24/2019		Materials for Solis dressing room	8178 · Event Supplies	-39.07
			Emp farewell supplies - TOYO	8013 · Employee Recognition	-15.79
			Emp farewell supplies - TRCC	2215 · Due To (From) Convention Center	-15.78
					-1,557.57
<b>21019</b>	<b>10/10/2019</b>	<b>A-Core Inc.</b>	<b>PO3044 removal of concrete in engine rooms</b>	<b>1006.1 · Sterling Operating Account</b>	
359163	09/30/2019		PO3044 removal of concrete in engine rooms	8026 · Capital Improvements	-4,190.00
					-4,190.00
<b>21020</b>	<b>10/10/2019</b>	<b>Adamson, Janine</b>	<b>Learn to skate coaching September 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
LTSSept2019	09/30/2019		Learn to skate coaching September 2019	8065 · Contracted Labor	-60.00
					-60.00
<b>21021</b>	<b>10/10/2019</b>	<b>Advanced Protection Services, Inc.</b>		<b>1006.1 · Sterling Operating Account</b>	
R118033	09/30/2019		Commercial Fire Monitoring 10/1/19-10/31/2019	8039 · Security & Fire Alarm System	-73.78
R118043	09/30/2019		Commercial Ammonia Monitoring 10/1/19-10/31/2019	8039 · Security & Fire Alarm System	-52.07
P78810	10/02/2019		Service Call troubleshoot	8039 · Security & Fire Alarm System	-586.44
P78812	10/04/2019		Service call for cut wires in ice rink	8039 · Security & Fire Alarm System	-297.56
					-1,009.85

**Toyota Center and Toyota Arena  
Operations Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
21022	10/10/2019	Berry, Timothy	Learn to skate coaching September 2019	1006.1 - Sterling Operating Account	
LTSSept019	09/30/2019		Learn to skate coaching September 2019	8065 - Contracted Labor	-105.00
					-105.00
21023	10/10/2019	Bond, Craig	Learn to skate coaching September 2019	1006.1 - Sterling Operating Account	
LTSSept2019	09/30/2019		Learn to skate coaching September 2019	8065 - Contracted Labor	-530.00
					-530.00
21024	10/10/2019	Bond, Jennifer		1006.1 - Sterling Operating Account	
LTSSept2019	09/30/2019		Learn to skate coaching September 2019	8065 - Contracted Labor	-470.00
LTSASept2019	09/30/2019		Learn to skate administration September 2019	8065 - Contracted Labor	-1,000.00
					-1,470.00
21025	10/10/2019	Brashear Electric, Inc.	Outlets/Switches for Ninkasi and Kimos Build Out	1006.1 - Sterling Operating Account	
33177	09/20/2019		Outlets/Switches for Ninkasi and Kimos Build Out	8041 - Repairs & Maintenance-Building	-2,505.26
					-2,505.26
21026	10/10/2019	Canon Solutions America (Oce)	BHA806	1006.1 - Sterling Operating Account	
4030654809	10/01/2019		Copier Maintenance QHM07777	8007 - Printing & Copiers	-27.98
					-27.98
21027	10/10/2019	Chapala Express Stand	Third Party Sales Solis 9/28/19	1006.1 - Sterling Operating Account	
Solis	09/28/2019		Third Party Sales Solis 9/28/19	5300.7 - Sales-Third Party	-617.31
					-617.31
21028	10/10/2019	Cinnabon	Cinnabon Order 9/7/19, 9/14/19, 10/5/19	1006.1 - Sterling Operating Account	
34863	09/25/2019		Cinnabon Order 9/7/19, 9/14/19, 10/5/19	1400.1 - Inventory-Food	-144.00
					-144.00
21029	10/10/2019	City of Kennewick-Grounds Maintenance	Grounds Maintenance 3rd Qtr 2019	1006.1 - Sterling Operating Account	
014132	10/04/2019		Grounds Maintenance 3rd Qtr 2019	8044 - Repairs & Maintenance-Grounds	-7,783.02
					-7,783.02
21030	10/10/2019	City of Kennewick-MISC	Property insurance Allocation 9/1/19-8/31/20	1006.1 - Sterling Operating Account	
014086	09/19/2019		Property insurance Allocation 9/1/19-8/31/20	1610 - Prepaid Insurance	-25,790.13
					-25,790.13
21031	10/10/2019	Coca-Cola		1006.1 - Sterling Operating Account	
66009	09/25/2019		Soda Order 9/25/19	1400.1 - Inventory-Food	-2,027.50
66358	10/02/2019		Soda Order 10/2/19	1400.1 - Inventory-Food	-2,747.00
					-4,774.50
21032	10/10/2019	Columbia Basin Pizza Hut Inc.		1006.1 - Sterling Operating Account	
INV-00012794	09/14/2019		Pizza order for Pizza and Pints	1400.1 - Inventory-Food	-104.24
0096042780001	10/05/2019		Pizza for Home Opener	1400.1 - Inventory-Food	-221.53
					-325.77
21033	10/10/2019	Concessions Supply	Food Order 10/1/19	1006.1 - Sterling Operating Account	
81718	10/01/2019		Food Order 10/1/19	1400.1 - Inventory-Food	-321.17
					-321.17
21034	10/10/2019	Culligan	230326	1006.1 - Sterling Operating Account	
97993	09/18/2019		Cold Cooler Service	8098 - Supplies & Equipment	-81.44
					-81.44

**Toyota Center and Toyota Arena  
Operations Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>21035</b>	<b>10/10/2019</b>	<b>Filta</b>	<b>Fryer Cleaning Service</b>	<b>1006.1 · Sterling Operating Account</b>	
448-004397	09/20/2019		Fyer Cleaning Service	8094FB · Outside Services - Food & Bev	-228.06
					-228.06
<b>21036</b>	<b>10/10/2019</b>	<b>Food Services of America</b>		<b>1006.1 · Sterling Operating Account</b>	
9616699	09/25/2019		Food Order 9/25/19	1400.1 · Inventory-Food	-4,991.86
9619403	09/27/2019		Food Order 9/27/19	1400.1 · Inventory-Food	-704.98
9624092	10/02/2019		Food Order 10/2/19	1400.1 · Inventory-Food	-5,785.28
					-11,482.12
<b>21037</b>	<b>10/10/2019</b>	<b>Gemmell's Welding &amp; Fabrication</b>		<b>1006.1 · Sterling Operating Account</b>	
5312	09/18/2019		Materials for bar	8041 · Repairs & Maintenance-Building	-1,086.00
5291	09/12/2019		PO3043 Frame for trench-engine room	8026 · Capital Improvements	-991.52
					-2,077.52
<b>21038</b>	<b>10/10/2019</b>	<b>Grace McNally</b>	<b>Learn to skate coaching September 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
LTSSept2019	09/30/2019		Learn to skate coaching September 2019	8065 · Contracted Labor	-160.00
					-160.00
<b>21039</b>	<b>10/10/2019</b>	<b>Lowe's Commercial Services</b>		<b>1006.1 · Sterling Operating Account</b>	
916063	09/27/2019		Ear Buds for Staff	8098 · Supplies & Equipment	-77.31
16875	10/03/2019		PO3136 Outlet Covers	8098 · Supplies & Equipment	-14.94
16830	10/03/2019		PO2997 Freezer for Arena	8098 · Supplies & Equipment	-223.88
16882	10/03/2019		PO3135 Suite 9 mini fridge/carpet shampooer	8098 · Supplies & Equipment	-290.96
					-607.09
<b>21040</b>	<b>10/10/2019</b>	<b>MD Draft Team</b>	<b>Beer tap cleaning (5 jockey boxes)</b>	<b>1006.1 · Sterling Operating Account</b>	
7748-36	09/25/2019		Beer tap cleaning (5 jockey boxes)	8042FB · Repr & Maint Equip, Food & Bev	-217.20
					-217.20
<b>21041</b>	<b>10/10/2019</b>	<b>Moon Security Services, Inc.</b>		<b>1006.1 · Sterling Operating Account</b>	
98637	10/01/2019		Kitchen & Vault monitoring 10/1/19-10/31/19	8039FB · Sec & Fire Alarm, Food & Bev	-59.67
			Kitchen & Vault monitoring 10/1/19-10/31/19	8039 · Security & Fire Alarm System	-29.84
			Due from TRCC Kitchen & Vault monitoring 10/1/19-10/31/19	2215 · Due To (From) Convention Center	-29.84
996735	10/01/2019		Basic commercial monitoring 10/1/19-10/31/19	8039 · Security & Fire Alarm System	-43.34
997013	10/01/2019		Basic Fire Monitoring 10/1/19-10/31/19	8039 · Security & Fire Alarm System	-82.71
998311	10/01/2019		Basic commercial monitoring - Ammonia TA 10/1/19-10/31/19	8039 · Security & Fire Alarm System	-42.36
					-287.76
<b>21042</b>	<b>10/10/2019</b>	<b>Office Depot</b>	<b>PO3031 Leather Chairs for Ice Plant Office</b>	<b>1006.1 · Sterling Operating Account</b>	
366615422001	10/01/2019		PO3031 Leather Chairs for Ice Plant Office	8140 · Building Equipment	-597.25
					-597.25
<b>21043</b>	<b>10/10/2019</b>	<b>Oxarc</b>		<b>1006.1 · Sterling Operating Account</b>	
30779442	09/12/2019		Cylinder Rental for Ghost	5073 · Reimbursed Outside Services	-27.15
30774559	09/18/2019		Cylinder Rental	5073 · Reimbursed Outside Services	-27.15
30779702	09/25/2019		Cylinder Rental for Marco Solis	5073 · Reimbursed Outside Services	-1,030.61
30781459	09/25/2019		Cylinder Rental for Marco Solis	5073 · Reimbursed Outside Services	-27.15
60483287	09/30/2019		Cylinder Rental	5073 · Reimbursed Outside Services	-120.00
30781029	09/30/2019		Annual fire system maintenance	5073 · Reimbursed Outside Services	-2,070.19
					-3,302.25
<b>21044</b>	<b>10/10/2019</b>	<b>Pacific Fire Inspection Services</b>	<b>Fire Sprinkler Inspection</b>	<b>1006.1 · Sterling Operating Account</b>	
1909251400	09/25/2019		Fire Sprinkler Inspection	8041 · Repairs & Maintenance-Building	-490.00
					-490.00

**Toyota Center and Toyota Arena  
Operations Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>21045</b>	<b>10/10/2019</b>	<b>Spectrum Business</b>	<b>Phone and Internet Service 9/26/19-10/25/19</b>	<b>1006.1 - Sterling Operating Account</b>	
0883924092619	09/26/2019		Internet Service 9/26/19-10/25/19	8034.3 - Internet	-1,719.98
			Phone Service 9/26/19-10/25/19	8034.1 - Telephone	-891.78
					<u>-2,611.76</u>
<b>21046</b>	<b>10/10/2019</b>	<b>Sunbelt Rentals</b>		<b>1006.1 - Sterling Operating Account</b>	
92566065-002	09/01/2019		Lift Rental	5073 - Reimbursed Outside Services	-912.35
94348319-001	10/01/2019		Lift Rental for Marco Solis	5073 - Reimbursed Outside Services	-455.90
94340048-0001	10/02/2019		Lift Rental for Marco Solis	5073 - Reimbursed Outside Services	-838.07
94348612-0002	10/03/2019		Cylinder Rental Marco Solis	5073 - Reimbursed Outside Services	-340.05
					<u>-2,546.37</u>
<b>21047</b>	<b>10/10/2019</b>	<b>Ted Brown Music Co</b>		<b>1006.1 - Sterling Operating Account</b>	
3586332	09/27/2019		Hosa Cable/Mackie Mixer	8098 - Supplies & Equipment	-90.02
602001	10/08/2019		PO3142 Monitor Speakers/Mixing board	8098 - Supplies & Equipment	-364.82
					<u>-454.84</u>
<b>21048</b>	<b>10/10/2019</b>	<b>US Foods</b>		<b>1006.1 - Sterling Operating Account</b>	
5539476	09/01/2019		Food Order 9/1/19 (late invoice rcvd 7/17/19)	1400.1 - Inventory-Food	-134.66
3457165	09/11/2019		PO3030 (3 beer portables)	8026 - Capital Improvements	-10,729.72
					<u>-10,864.38</u>
<b>21049</b>	<b>10/10/2019</b>	<b>VenuWorks, Inc.</b>	<b>September 2019 Management Fee</b>	<b>1006.1 - Sterling Operating Account</b>	
16151	09/01/2019		September 2019 Management Fee	8124 - VenuWorks Management Fee	-9,400.86
					<u>-9,400.86</u>
<b>21050</b>	<b>10/10/2019</b>	<b>Victory Way Sports</b>	<b>(2000) Americans Hockey Helmets</b>	<b>1006.1 - Sterling Operating Account</b>	
5083	09/27/2019		(2000) Americans Hockey Helmets	1400.1 - Inventory-Food	-2,795.21
					<u>-2,795.21</u>
<b>21051</b>	<b>10/10/2019</b>	<b>Vistar Corporation</b>	<b>Food Order 9/25/19</b>	<b>1006.1 - Sterling Operating Account</b>	
56205893	09/25/2019		Food Order 9/25/19	1400.1 - Inventory-Food	-606.83
					<u>-606.83</u>
<b>21052</b>	<b>Void</b>	<b>Void</b>	<b>Void</b>	<b>1006.1 - Sterling Operating Account</b>	
					<u>0.00</u>
					0.00
<b>21053</b>	<b>10/17/2019</b>	<b>Alonzo Martin</b>	<b>Runner for Papa Roach 10/18/19</b>	<b>1006.1 - Sterling Operating Account</b>	
19-1018	10/17/2019		Runner for Papa Roach 10/18/19	5073 - Reimbursed Outside Services	-250.00
					<u>-250.00</u>
<b>21054</b>	<b>10/17/2019</b>	<b>Overholt, Ryan</b>	<b>Runner for Shinedown 10/18/19</b>	<b>1006.1 - Sterling Operating Account</b>	
19-1018	10/17/2019		Runner for Shinedown 10/18/19	5073 - Reimbursed Outside Services	-250.00
					<u>-250.00</u>
<b>21055</b>	<b>10/17/2019</b>	<b>Powers, Dusty</b>	<b>Runner for Shinedown 10/18/19</b>	<b>1006.1 - Sterling Operating Account</b>	
19-1018	10/17/2019		Runner for Shinedown 10/18/19	5073 - Reimbursed Outside Services	-250.00
					<u>-250.00</u>
<b>21056</b>	<b>10/17/2019</b>	<b>Rocky Mountain Rigging</b>	<b>Rigging for Shinedown 10/18/19</b>	<b>1006.1 - Sterling Operating Account</b>	
154-2019	10/17/2019		Rigging for Shinedown 10/18/19	5073 - Reimbursed Outside Services	-9,502.50
					<u>-9,502.50</u>

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<b>21057</b>	<b>10/28/2019</b>	<b>Amerigas</b>	<b>0910002962</b>	<b>1006.1 · Sterling Operating Account</b>	
3097315404	10/05/2019		Propane 171.1 gallons 10/2/19 Due from TRCC Propane 171.1 gallons 10/2/19	8033 · Propane 2215 · Due To (From) Convention Center	-592.99 -148.25 <hr/> -741.24
<b>21058</b>	<b>10/28/2019</b>	<b>Baskin Robbins</b>		<b>1006.1 · Sterling Operating Account</b>	
AmsVsSpokane	10/05/2019		Third Party Sales AmsVsSpokane (HomeOpener) 10/5/19	5300.7 · Sales-Third Party	-1,018.56
AmsVsVictoria	10/11/2019		Third Party Sales AmsVsVictoria 10/11/19	5300.7 · Sales-Third Party	-603.48
AmsVsPG	10/12/2019		Third Party Sales AmsVsPrinceGeorge 10/12/19	5300.7 · Sales-Third Party	-587.68
AmsVsSeattle	10/19/2019		Third Party Sales AmsVsSeattle 10/19/19	5300.7 · Sales-Third Party	-768.78
AmsVsBrandon	10/22/2019		Third Party Sales AmsVsSeattle 10/22/19	5300.7 · Sales-Third Party	-385.30 <hr/> -3,363.80
<b>21059</b>	<b>10/28/2019</b>	<b>Benton PUD</b>		<b>1006.1 · Sterling Operating Account</b>	
LgMedGenSrv	10/12/2019		Large General Service 9/7/19-10/7/19 Med General Service (IcePlant) 9/7/19-10/7/19	8036.3 · Electricity 8036.3 · Electricity	-12,216.24 -12,982.18
SmGenLights	10/12/2019		Small General Service Lights from 9/7/19-10/7/19 Due from TRCC Small General Service Lights from 9/7/19-10/7/19	8036.3 · Electricity 2215 · Due To (From) Convention Center	-53.22 -53.22
SmGenSign	10/12/2019		Small General Service Sign 9/7/19-10/7/19	8036.3 · Electricity	-379.10 <hr/> -25,683.96
<b>21060</b>	<b>10/28/2019</b>	<b>Binder Sign and Design</b>	<b>Signage for Mac Daddy and Kimos</b>	<b>1006.1 · Sterling Operating Account</b>	
1197	10/14/2019		Signage for Mac Daddy and Kimos	8097.1 · Signage - F&B	-608.72 <hr/> -608.72
<b>21061</b>	<b>10/28/2019</b>	<b>Brashear Electric, Inc.</b>		<b>1006.1 · Sterling Operating Account</b>	
33248	10/04/2019		Stage set up for Ghost	5073 · Reimbursed Outside Services	-1,129.44
3249	10/04/2019		Stage set up for Marco Solis	5073 · Reimbursed Outside Services	-673.32
33250	10/04/2019		Stage set up for NF	5073 · Reimbursed Outside Services	-673.32
33251	10/04/2019		Stage set up for Jay Owenhouse	5073 · Reimbursed Outside Services	-673.32
33356	10/17/2019		Stage set up for Simon & Garfunkel	5073 · Reimbursed Outside Services	-673.32 <hr/> -3,822.72
<b>21062</b>	<b>10/28/2019</b>	<b>Cascade Natural Gas - COL</b>	<b>Service from 9/11/19-10/10/19</b>	<b>1006.1 · Sterling Operating Account</b>	
Srv9/11-10/10/19	10/11/2019		Service from 9/11/19-10/10/19	8036.2 · Natural Gas	-741.06 <hr/> -741.06
<b>21063</b>	<b>10/28/2019</b>	<b>Cascade Natural Gas - ICE</b>	<b>Service from 9/11/19-10/10/19</b>	<b>1006.1 · Sterling Operating Account</b>	
Srv9/11-10/10/19	10/11/2019		Service from 9/11/19-10/10/19	8036.2 · Natural Gas	-1,198.30 <hr/> -1,198.30
<b>21064</b>	<b>10/28/2019</b>	<b>Cash and Carry</b>		<b>1006.1 · Sterling Operating Account</b>	
031209	10/08/2019		Food Purchase (Simon&Garfunkel) 10/8/19	1400.1 · Inventory-Food	-34.50
011575	10/11/2019		Food Purchase (Slightly Roasted) 10/11/19	1400.1 · Inventory-Food	-37.15
020801	10/21/2019		Food Purchase 10/21/19	1400.1 · Inventory-Food	-93.45 <hr/> -165.10
<b>21065</b>	<b>10/28/2019</b>	<b>Chapala Express Stand</b>		<b>1006.1 · Sterling Operating Account</b>	
AmsVsSpokane	10/05/2019		Third Party Sales AmsVsSpokane (HomeOpener) 10/5/19	5300.7 · Sales-Third Party	-1,431.92
AmsVsVictoria	10/11/2019		Third Party Sales AmsVsVictoria 10/11/19	5300.7 · Sales-Third Party	-764.39
AmsVsPG	10/12/2019		Third Party Sales AmsVsPrinceGeorge 10/12/19	5300.7 · Sales-Third Party	-749.59
AmsVsSeattle	10/19/2019		Third Party Sales AmsVsSeattle 10/19/19	5300.7 · Sales-Third Party	-843.67
AmsVsBrandon	10/22/2019		Third Party Sales AmsVsSeattle 10/22/19	5300.7 · Sales-Third Party	-685.42 <hr/> -4,474.99
<b>21066</b>	<b>10/28/2019</b>	<b>Cherry Creek Radio</b>		<b>1006.1 · Sterling Operating Account</b>	
IN-F-190915514	09/30/2019		PO3055 Ads Jay Owenhouse	1633.34 · Jay Owenhouse	-520.20
IN-A-1190918407	09/30/2019		PO3059 Ads for Kenny G	1633.26 · Kenny G, Christmas 2019	-425.00 <hr/> -945.20

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<b>21067</b>	<b>10/28/2019</b>	<b>Chisholm's Saw &amp; Supply, Inc.</b>	<b>Zamboni Knife Sharpening</b>	<b>1006.1 · Sterling Operating Account</b>	
72815	10/23/2019		Zamboni Knife Sharpening	8042 · Repairs & Maintenance-Equipment	-120.42
					-120.42
<b>21068</b>	<b>10/28/2019</b>	<b>Cinnabon</b>		<b>1006.1 · Sterling Operating Account</b>	
34946	10/11/2019		Cinnabon Order 10/11/19	1400.1 · Inventory-Food	-132.00
34949	10/19/2019		Cinnabon Order 10/19/19	1400.1 · Inventory-Food	-44.00
					-176.00
<b>21069</b>	<b>10/28/2019</b>	<b>City of Kennewick-MISC</b>	<b>KPD Off Duty Security September 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
014136	10/07/2019		KPD Off Duty Security September 2019	8065 · Contracted Labor	-616.00
					-616.00
<b>21070</b>	<b>10/28/2019</b>	<b>Coca-Cola</b>		<b>1006.1 · Sterling Operating Account</b>	
66730	10/09/2019		Soda Order 10/9/19	1400.1 · Inventory-Food	-2,735.00
67103	10/16/2019		Soda Order 10/16/19	1400.1 · Inventory-Food	-1,634.00
67430	10/22/2019		Soda order 10/22/19	1400.1 · Inventory-Food	-2,396.00
					-6,765.00
<b>21071</b>	<b>10/28/2019</b>	<b>Columbia Safety LLC</b>	<b>Emt services for September 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
LL2109-160	10/23/2019		Emt Services for AmsVsPortland 9/5/19	8065 · Contracted Labor	-176.00
			Emt Services for AmsVsSpokane 9/6/19	8065 · Contracted Labor	-384.85
			Emt Services AmsVsSpokane 9/7/19	8065 · Contracted Labor	-362.95
			Emt Services AmsVsSpokane 9/14/19	8065 · Contracted Labor	-208.85
			Emt Services for Ghost 9/17/19	5073 · Reimbursed Outside Services	-935.48
			Emt Services for Marco Solis 9/28/19	5073 · Reimbursed Outside Services	-791.60
					-2,859.73
<b>21072</b>	<b>10/28/2019</b>	<b>Columbia Treats</b>		<b>1006.1 · Sterling Operating Account</b>	
AmsVsSpokane	10/05/2019		Third Party Sales AmsVsSpokane (HomeOpener) 10/5/19	5300.7 · Sales-Third Party	-837.81
AmsVsVictoria	10/11/2019		Third Party Sales AmsVsVictoria 10/11/19	5300.7 · Sales-Third Party	-413.35
AmsVsPG	10/12/2019		Third Party Sales AmsVsPrinceGeorge 10/12/19	5300.7 · Sales-Third Party	-527.49
AmsVsSeattle	10/19/2019		Third Party Sales AmsVsSeattle 10/19/19	5300.7 · Sales-Third Party	-533.66
AmsVsBrandon	10/22/2019		Third Party Sales AmsVsSeattle 10/22/19	5300.7 · Sales-Third Party	-249.24
					-2,561.55
<b>21073</b>	<b>10/28/2019</b>	<b>Consolidated Supply Co.</b>	<b>PO3093 Sloan sensor</b>	<b>1006.1 · Sterling Operating Account</b>	
S009447918.001	10/08/2019		PO3093 Sloan sensor	8098 · Supplies & Equipment	-952.24
					-952.24
<b>21074</b>	<b>10/28/2019</b>	<b>Cougar Digital Marketing &amp; Design LLC</b>	<b>Monthly Website Maintenance Plan</b>	<b>1006.1 · Sterling Operating Account</b>	
5523	10/01/2019		Monthly Website Maintenance Plan	8094 · Outside Services	-149.00
					-149.00
<b>21075</b>	<b>10/28/2019</b>	<b>Devfuzion</b>	<b>Website Hosting Fee</b>	<b>1006.1 · Sterling Operating Account</b>	
W-11493	09/30/2019		Website Hosting Fee	8094 · Outside Services	-30.00
					-30.00
<b>21076</b>	<b>10/28/2019</b>	<b>Eliason Custom Embroidery</b>		<b>1006.1 · Sterling Operating Account</b>	
5088	10/10/2019		PO3133 Guest Services Uniforms	8100.1 · Uniforms-Facility	-875.32
5087	10/10/2019		PO3133 Guest Services Uniforms	8100.1 · Uniforms-Facility	-302.99
					-1,178.31
<b>21077</b>	<b>10/28/2019</b>	<b>Enterprise Rent A Car</b>	<b>Rental for Shinedown</b>	<b>1006.1 · Sterling Operating Account</b>	
8000-3564-1713	10/21/2019		Rental for Shinedown	5073 · Reimbursed Outside Services	-325.57
					-325.57

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Num	Date	Name	Memo	Account	Paid Amount
<b>21078</b>	<b>10/28/2019</b>	<b>Fastenal</b>	<b>WAKE10189</b>	<b>1006.1 · Sterling Operating Account</b>	
Waric87050	09/30/2019		PO3128 Bolts/Nuts	8098 · Supplies & Equipment	-216.42
Waric85783	10/01/2019		PO3018 Nuts/Bolts	8098 · Supplies & Equipment	-274.87
					<u>-491.29</u>
<b>21079</b>	<b>10/28/2019</b>	<b>Fastsigns</b>	<b>Suite Logos</b>	<b>1006.1 · Sterling Operating Account</b>	
139-60134	10/08/2019		Suite Logos	8097 · Signage	-112.22
					<u>-112.22</u>
<b>21080</b>	<b>10/28/2019</b>	<b>Food Services of America</b>		<b>1006.1 · Sterling Operating Account</b>	
9631493	10/09/2019		Food Order 10/9/19	1400.1 · Inventory-Food	-3,894.50
9632777	10/10/2019		Food Order 10/10/19	1400.1 · Inventory-Food	-322.15
9634369	10/11/2019		Food Order 10/11/19	1400.1 · Inventory-Food	-53.64
9639304	10/16/2019		Food Order 10/16/19	1400.1 · Inventory-Food	-8,463.48
9639307	10/16/2019		PO3162 Kitchen Supplies	8095.1 · Janitorial-F&B	-684.85
9640654	10/17/2019		Food Order 10/17/19	1400.1 · Inventory-Food	-54.57
9645744	10/22/2019		Food Order 10/22/19	1400.1 · Inventory-Food	-5,080.42
					<u>-18,553.61</u>
<b>21081</b>	<b>10/28/2019</b>	<b>Garda CL Northwest, Inc.</b>	<b>Armored Transportation Excess Premise Time</b>	<b>1006.1 · Sterling Operating Account</b>	
20395628	09/30/2019		Armored Transportation Excess Premise Time	8094 · Outside Services	-3.50
					<u>-3.50</u>
<b>21082</b>	<b>10/28/2019</b>	<b>KC Brand</b>		<b>1006.1 · Sterling Operating Account</b>	
AmsVsSpokane	10/05/2019		Third Party Sales AmsVsSpokane (HomeOpener) 10/5/19	5300.7 · Sales-Third Party	-1,254.97
AmsVsVictoria	10/11/2019		Third Party Sales AmsVsVictoria 10/11/19	5300.7 · Sales-Third Party	-650.28
AmsVsPG	10/12/2019		Third Party Sales AmsVsPrinceGeorge 10/12/19	5300.7 · Sales-Third Party	-564.59
AmsVsSeattle	10/19/2019		Third Party Sales AmsVsSeattle 10/19/19	5300.7 · Sales-Third Party	-909.78
AmsVsBrandon	10/22/2019		Third Party Sales AmsVsSeattle 10/22/19	5300.7 · Sales-Third Party	-255.86
					<u>-3,635.48</u>
<b>21083</b>	<b>10/28/2019</b>	<b>Kimos Sports Bar</b>		<b>1006.1 · Sterling Operating Account</b>	
AmsVsSpokane	10/05/2019		Third Party Sales AmsVsSpokane (HomeOpener) 10/5/19	5300.7 · Sales-Third Party	-812.80
AmsVsVictoria	10/11/2019		Third Party Sales AmsVsVictoria 10/11/19	5300.7 · Sales-Third Party	-580.57
AmsVsPG	10/12/2019		Third Party Sales AmsVsPrinceGeorge 10/12/19	5300.7 · Sales-Third Party	-327.99
AmsVsSeattle	10/19/2019		Third Party Sales AmsVsSeattle 10/19/19	5300.7 · Sales-Third Party	-515.93
AmsVsBrandon	10/22/2019		Third Party Sales AmsVsSeattle 10/22/19	5300.7 · Sales-Third Party	-286.10
					<u>-2,523.39</u>
<b>21084</b>	<b>10/28/2019</b>	<b>KVEW42 - KAPP35</b>	<b>PO2947 Tv Ads Simon &amp; Garfunkel</b>	<b>1006.1 · Sterling Operating Account</b>	
217345-1	10/08/2019		PO2947 Tv Ads Simon & Garfunkel	1633.43 · Simon and Garfunkel, BW 19/20	-1,394.00
					<u>-1,394.00</u>
<b>21085</b>	<b>10/28/2019</b>	<b>Lowe's Commercial Services</b>	<b>Plumbing parts for Ams</b>	<b>1006.1 · Sterling Operating Account</b>	
916202	10/12/2019		Plumbing parts for Ams	8098 · Supplies & Equipment	-45.04
					<u>-45.04</u>
<b>21086</b>	<b>10/28/2019</b>	<b>Mid Columbia Hockey Officials Association</b>	<b>Adult hockey officials September 2019</b>	<b>1006.1 · Sterling Operating Account</b>	
19-018	10/06/2019		Adult hockey officials September 2019	8094 · Outside Services	-1,782.00
					<u>-1,782.00</u>
<b>21087</b>	<b>10/28/2019</b>	<b>Mount's Lock, Key &amp; Engraving, Inc.</b>	<b>PO3164 Diagnose main one doors</b>	<b>1006.1 · Sterling Operating Account</b>	
238862	10/17/2019		PO3164 Diagnose main one doors	8041 · Repairs & Maintenance-Building	-131.00
					<u>-131.00</u>
<b>21088</b>	<b>10/28/2019</b>	<b>Oxarc</b>		<b>1006.1 · Sterling Operating Account</b>	
30787472	10/08/2019		Cylinder Rental NF	5073 · Reimbursed Outside Services	-1,559.22
30788511	10/09/2019		Cylinder Rental NF	5073 · Reimbursed Outside Services	-27.15
					<u>-1,586.37</u>

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<b>21089</b>	<b>10/28/2019</b>	<b>Pape' Material Handling</b>	<b>Repair to Fan in Zam</b>	<b>1006.1 · Sterling Operating Account</b>	
80063737	10/23/2019		Repair to Fan in Zam	8075 · Outside Services	-363.85
					-363.85
<b>21090</b>	<b>10/28/2019</b>	<b>Pearson, Corey</b>	<b>Custom Wine for Shinedown</b>	<b>1006.1 · Sterling Operating Account</b>	
Reim/Supplies	10/03/2019		Custom Wine for Shinedown	8178 · Event Supplies	-233.40
					-233.40
<b>21091</b>	<b>10/28/2019</b>	<b>Rattlesnake Mountain Brewing Company</b>		<b>1006.1 · Sterling Operating Account</b>	
544595	10/01/2019		Beer Order	1400.2 · Inventory-Beer	-455.00
544593	10/02/2019		Beer Order 10/2/19	1400.2 · Inventory-Beer	-620.00
544594	10/11/2019		Beer Order 10/11/19	1400.2 · Inventory-Beer	-770.00
544597	10/22/2019		Beer Order 10/22/19	1400.2 · Inventory-Beer	-520.00
					-2,365.00
<b>21092</b>	<b>10/28/2019</b>	<b>Roto-Rooter</b>	<b>Repair to shower drain Ams locker room</b>	<b>1006.1 · Sterling Operating Account</b>	
6663000	10/16/2019		Repair to shower drain Ams locker room	8041 · Repairs & Maintenance-Building	-337.47
					-337.47
<b>21093</b>	<b>10/28/2019</b>	<b>See, Andy</b>	<b>Wood Putty for Bud Light Zone</b>	<b>1006.1 · Sterling Operating Account</b>	
Reim/Supplies	10/03/2019		Wood Putty for Bud Light Zone	8098 · Supplies & Equipment	-21.68
					-21.68
<b>21094</b>	<b>10/28/2019</b>	<b>Staples/Corp Express, Inc.</b>	<b>PO3137 Office Supplies</b>	<b>1006.1 · Sterling Operating Account</b>	
3427365274	10/05/2019		PO3137 Office Supplies	8005 · Office Supplies	-216.83
			Due from TRCC PO3137 Office Supplies	2215 · Due To (From) Convention Center	-103.55
					-320.38
<b>21095</b>	<b>10/28/2019</b>	<b>Stephens Media Group</b>		<b>1006.1 · Sterling Operating Account</b>	
14815	09/30/2019		PO3104 Radio Ads PJ Masks	1633.97 · PJ Mask	-433.50
13550	10/08/2019		PO3057 Ads for Kenny G	1633.26 · Kenny G, Christmas 2019	-850.00
					-1,283.50
<b>21096</b>	<b>10/28/2019</b>	<b>Sunbelt Rentals</b>	<b>Lift rental for NF</b>	<b>1006.1 · Sterling Operating Account</b>	
94538815-0001	10/10/2019		Lift rental for NF	5073 · Reimbursed Outside Services	-498.53
					-498.53
<b>21097</b>	<b>10/28/2019</b>	<b>Thomas Hammer</b>	<b>Coffee Order 10/9/19</b>	<b>1006.1 · Sterling Operating Account</b>	
IN032490	10/09/2019		Coffee Order 10/9/19	1400.1 · Inventory-Food	-248.50
					-248.50
<b>21098</b>	<b>10/28/2019</b>	<b>Tri City Americans</b>		<b>1006.1 · Sterling Operating Account</b>	
Red Lion 9/5-9/7/18	09/07/2019	!:AMS - Red Lion Tourney	Red Lion Tourney 9/5 - 9/7/18	3601 · Unearned Revenue-Ticket Sales	-6,105.76
		!:AMS - Red Lion Tourney	FF, Red Lion Tourney 9/5 - 9/7/18	5002 · Facility Fees	-91.54
		!:AMS - Red Lion Tourney	Concession Share, Red Lion Tourney 9/5 - 9/7/18	8069.1 · Concessions Share - Team	-1,444.06
9/14 Ams Preseason	09/14/2019	!:AMS - Tri-City Americans Games	Ams Preseason 9/14/19	3601 · Unearned Revenue-Ticket Sales	-2,100.37
		!:AMS - Tri-City Americans Games	Conc Share, Ams Preseason 9/14/19	8069.1 · Concessions Share - Team	-561.61
10/5 Ams vs Spokane	10/05/2019	!:AMS - Tri-City Americans Games	Ams vs Spokane 10/5/19	3601 · Unearned Revenue-Ticket Sales	-17,629.58
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Spokane 10/5/19	5004.10 · Team Share-Suite Revenue	-1,299.62
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Spokane 10/5/19	8069.1 · Concessions Share - Team	-3,029.23
222100119	10/18/2019		Toyota Naming Rights Sponsorship Agreement	5012.10 · Naming Rights-Team Share	-8,333.33
					-40,595.10
<b>21099</b>	<b>10/28/2019</b>	<b>VenuWorks, Inc.</b>	<b>October 2019 Management Fee</b>	<b>1006.1 · Sterling Operating Account</b>	
16246	10/01/2019		October 2019 Management Fee	8124 · VenuWorks Management Fee	-9,400.86
					-9,400.86

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<b>21100</b>	<b>10/28/2019</b>	<b>Vistar Corporation</b>	<b>Food Order 10/23/19</b>	<b>1006.1 · Sterling Operating Account</b>	
56330818	10/23/2019		Food Order 10/23/19	1400.1 · Inventory-Food	-1,083.44
					-1,083.44
<b>21101</b>	<b>10/28/2019</b>	<b>WCP Solutions</b>	<b>Kitchen Supplies</b>	<b>1006.1 · Sterling Operating Account</b>	
11440417	10/15/2019		Kitchen Supplies	8095 · Janitorial Supplies	-144.50
					-144.50
<b>21102</b>	<b>10/28/2019</b>	<b>Weaver Exterminating Service, Inc.</b>		<b>1006.1 · Sterling Operating Account</b>	
578017	10/01/2019		Extermination Services-October 2019	8094 · Outside Services	-255.21
578013	10/01/2019		Extermination Services TA-October 2019	8094 · Outside Services	-127.06
					-382.27
<b>EFT</b>	<b>10/02/2019</b>	<b>The Odom Corporation</b>	<b>Beer Order 10/2/19 invoice 11684358</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/2/19 invoice 11684358	1400.2 · Inventory-Beer	-28.48
					-28.48
<b>EFT</b>	<b>10/02/2019</b>	<b>The Odom Corporation</b>	<b>Beer Order 10/2/19 invoice 11677265</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/2/19 invoice 11677265	1400.2 · Inventory-Beer	-1,463.92
					-1,463.92
<b>EFT</b>	<b>10/02/2019</b>	<b>King Beverage Inc.</b>	<b>Beer Order 10/2/19 invoice 2122122</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/2/19 invoice 2122122	1400.2 · Inventory-Beer	-2,985.83
					-2,985.83
<b>EFT</b>	<b>10/09/2019</b>	<b>The Odom Corporation</b>	<b>Beer Order 10/9/19 invoice 11778463</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/9/19 invoice 11778463	1400.2 · Inventory-Beer	-2,722.08
					-2,722.08
<b>EFT</b>	<b>10/09/2019</b>	<b>King Beverage Inc.</b>	<b>Beer Order 10/9/19 invoice 2124000</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/9/19 invoice 2124000	1400.2 · Inventory-Beer	-3,190.72
					-3,190.72
<b>EFT</b>	<b>10/09/2019</b>	<b>Southern Wine &amp; Spirits of Washington</b>	<b>Liquor Order 10/9/19 invoice 3283595</b>	<b>1006.1 · Sterling Operating Account</b>	
			Liquor Order 10/9/19 invoice 3283595	1400.3 · Inventory-Liquor	-1,233.47
					-1,233.47
<b>EFT</b>	<b>10/10/2019</b>	<b>The Odom Corporation</b>	<b>Beer Order 10/10/19 invoice 11778467</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/10/19 invoice 11778467	1400.2 · Inventory-Beer	-416.00
					-416.00
<b>ONLINE</b>	<b>10/11/2019</b>	<b>Sterling Change</b>	<b>Change request 10/11/19 - New balance 38,000</b>	<b>1006.1 · Sterling Operating Account</b>	
			Change request 10/11/19 - New balance 38,000	1121 · Vault Cash-F&B	-10,000.00
					-10,000.00
<b>WIRE</b>	<b>10/11/2019</b>	<b>Frank Productions</b>	<b>Settlement Ghost 9/17/19</b>	<b>1006.1 · Sterling Operating Account</b>	
Ghost Settle 9/17/19	09/17/2019	!:Ghost	Ghost 9/17/19	3601 · Unearned Revenue-Ticket Sales	-35,674.67
		!:Ghost	Shared revenues, Ghost 9/17/19	5001.9 · Settlement Costs	-9,806.03
		!:Ghost	Co-Pro Show, Ghost 9/17/19	5001 · Co-Promotion Revenue	-29,830.60
					-75,311.30
<b>EFT</b>	<b>10/16/2019</b>	<b>The Odom Corporation</b>	<b>Beer Order 10/16/19 invoice 11778473</b>	<b>1006.1 · Sterling Operating Account</b>	
			Beer Order 10/16/19 invoice 11778473	1400.2 · Inventory-Beer	-316.94
					-316.94

**Toyota Center and Toyota Arena  
Operations Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
EFT	10/16/2019	King Beverage Inc.	Beer Order 10/16/19 invoice 2127187	1006.1 · Sterling Operating Account	
			Beer Order 10/16/19 invoice 2127187	1400.2 · Inventory-Beer	-6,468.60
					<u>-6,468.60</u>
EFT	10/16/2019	Southern Wine & Spirits of Washington	Liquor Order 10/16/19 invoice 3289776	1006.1 · Sterling Operating Account	
			Liquor Order 10/16/19 invoice 3289776	1400.3 · Inventory-Liquor	-1,622.20
					<u>-1,622.20</u>
WIRE	10/16/2019	Jam Theatricals, Ltd.	Settlement Simon and Garfunkel 10/8/19	1006.1 · Sterling Operating Account	
Simon and Garfunkel	10/08/2019	!:BW Season 19/20:Simon and Garfunkel Story	Simon and Garfunkel 10/8/19	3601 · Unearned Revenue-Ticket Sales	-29,345.37
		!:BW Season 19/20:Simon and Garfunkel Story	Shared revenues, Simon and Garfunkel 10/8/19	5001.9 · Settlement Costs	-1,127.35
					<u>-30,472.72</u>
ONLINE	10/18/2019	Sterling Change	Cash Advance for Shinedown	1006.1 · Sterling Operating Account	
			Cash Advance for Shinedown	1298 · Cash Advances for Events	-1,450.00
					<u>-1,450.00</u>
ONLINE	10/18/2019	Sterling Change	Cash Advance for Shinedown	1006.1 · Sterling Operating Account	
			Cash Advance for Shinedown	1298 · Cash Advances for Events	-5,000.00
					<u>-5,000.00</u>
WIRE	10/21/2019	Live Nation	Settlement NF 10/6/19	1006.1 · Sterling Operating Account	
NF 10/6/19	10/06/2019		NF 10/6/19	3601 · Unearned Revenue-Ticket Sales	-69,714.90
			Ancillaries to settlement, NF 10/6/19	5001.9 · Settlement Costs	-22,290.30
			Album upcharge, NF 10/6/19	3601 · Unearned Revenue-Ticket Sales	-3,829.39
					<u>-95,834.59</u>
EFT	10/22/2019	The Odom Corporation	Beer Order 10/22/19 invoice 11778480	1006.1 · Sterling Operating Account	
			Beer Order 10/22/19 invoice 11778480	1400.2 · Inventory-Beer	-761.32
					<u>-761.32</u>
EFT	10/22/2019	King Beverage Inc.	Beer Order 10/22/19 invoice 2130278	1006.1 · Sterling Operating Account	
			Beer Order 10/22/19 invoice 2130278	1400.2 · Inventory-Beer	-1,145.24
					<u>-1,145.24</u>
WIRE	10/24/2019	Frank Productions	Settlement Shinedown 10/18/19	1006.1 · Sterling Operating Account	
Shinedown 10/18/19	10/18/2019	!:Shinedown	Shinedown 10/18/19	3601 · Unearned Revenue-Ticket Sales	-213,872.43
		!:Shinedown	Shared revenues, Shinedown 10/18/19	5001.9 · Settlement Costs	-36,889.98
					<u>-250,762.41</u>
ONLINE	10/25/2019	Department of Revenue	Excise Tax Return Sept 2019	1006.1 · Sterling Operating Account	
			B&O Tax Payable Sept 2019	2206 · B&O Tax Payable	-8,566.20
		Department of Revenue	Sales Tax Payable Sept 2019	2201 · *Sales Tax Payable	-9,995.20
			B&O Tax Expense Sept 2019	8241 · Sales, B&O & Use Taxes	-3,595.41
					<u>-22,156.81</u>
EFT	10/25/2019	Southern Wine & Spirits of Washington	Liquor order 10/25/19 invoice 3299600	1006.1 · Sterling Operating Account	
			Liquor order 10/25/19 invoice 3299600	1400.3 · Inventory-Liquor	-705.78
					<u>-705.78</u>
ONLINE	10/29/2019	Sterling Change	Change Request 10/29/19	1006.1 · Sterling Operating Account	
			Change Request 10/29/19	1121 · Vault Cash-F&B	-10,000.00
					<u>-10,000.00</u>
EFT	10/29/2019	The Odom Corporation	Beer Order 10/29/19 invoice 11734399	1006.1 · Sterling Operating Account	
			Beer Order 10/29/19 invoice 11734399	1400.2 · Inventory-Beer	-1,706.62
					<u>-1,706.62</u>



**Toyota Center and Toyota Arena  
Box Office Claims Roster  
October 2019**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	10/25/2019	Sterling Change	Change Order 10/25/2019	1006.3 - Sterling Box Office Account	
			Change Order 10/25/2019	1130 - Vault Cash-Box Office	-1,050.00
					<u>-1,050.00</u>
AUTO	10/31/2019	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			AMEX Fees - Oct 2019	8109 - Credit Card Fees	-249.46
					<u>-249.46</u>
<b>Total Paid</b>					<b>\$1,299.46</b>

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:

Electronic transfers

\$ 1,299.46

Total

\$ 1,299.46

Exceptions:

**Council Agenda  
Coversheet**



Agenda Item Number	3.c.	Council Date	12/17/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 11/30/2019)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

That council approve the Payroll Roster.

**Motion for Consideration**

I move to approve the Payroll Roster for 11/30/2019 in the amount of \$2,893,223.24, comprised of check numbers 74056 through 74254 and direct deposit numbers 176244 through 176670.

**Summary**

**Alternatives**

None.

**Fiscal Impact**

Total \$2,893,223.24.

Through	
Dept Head Approval	Dan Legard Dec 04, 17:28:47 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 17:45:57 GMT-0800 2019

Attachments: roster

Recording Required?

December 17, 2019

All Departments:

November 30, 2019

ADMINISTRATIVE TEAM		1,964.40
CITY COUNCIL		4,088.00
CITY MANAGER		20,070.08
CIVIL SERVICE		2,639.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		45,527.44
EMPLOYEE & COMMUNITY RELATIONS		50,643.85
ENGINEERING		56,165.70
FACILITIES & GROUNDS		65,669.97
FINANCE		52,132.16
FIRE		172,122.54
LEGAL SERVICES		27,041.81
MANAGEMENT SERVICES		76,119.45
POLICE		937,764.34
	Subtotal General Fund	<b>1,511,948.74</b>
STREETS		16,651.08
TRAFFIC		23,130.75
	Subtotal Street Fund	<b>39,781.83</b>
BI-PIN		10,724.06
BUILDING SAFETY		39,616.18
COMMUNITY DEVELOPMENT		7,089.92
CRIMINAL JUSTICE		156,433.36
EQUIPMENT RENTAL		11,134.33
MEDICAL SERVICES		609,123.66
RISK MANAGEMENT		4,821.33
STORMWATER UTILITY		15,781.36
WATER & SEWER		133,077.20
	Subtotal Other Funds	<b>987,801.40</b>
	Total Salaries and Wages	<b>2,539,531.97</b>
<b>Benefits:</b>		
Comp Time Payout		339.64
Industrial Insurance		24,790.77
Medical Retirement Account		3,450.00
Retirement		191,308.24
Social Security (FICA)		131,879.11
WA Family Leave		1,923.51
	Total Benefits	<b>353,691.27</b>
	Grand Total	<b>\$2,893,223.24</b>

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 \$2,893,223.24 comprised of check numbers 74056 through 74254 and direct deposit numbers 176244 through 176670.

Approved for payment:



Dan Legard, Finance Director

# Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	12/17/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Outside Utility Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

That City Council authorize the City Manager to sign the Outside Utility Agreement with Virginia Sather to provide sanitary sewer service.

### Motion for Consideration

I move to authorize the City Manager to sign the Outside Utility Agreement with Virginia Sather to provide sanitary sewer service.

### Summary

Virginia Sather owns the property located at 6315 W Arrowhead Ave in Tri-City Heights which is located outside City Limits. City of Kennewick Sanitary Sewer serves this area and is available in Arrowhead Ave adjacent said property. This Outside Utility Agreement will allow connection from 6315 W Arrowhead to City of Kennewick Sanitary Sewer upon permitting and payment of applicable connection fees.

Per KMC 14.22.040 public sanitary sewer extensions outside the City limits shall be approved by the City Council.

### Alternatives

N/A

### Fiscal Impact

N/A

Through	
Dept Head Approval	Cary Roe Dec 02, 11:24:21 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 17:47:22 GMT-0800 2019

Attachments: 

Outside Utility Agreement
---------------------------

Recording Required?

After Recording, Return to:

City of Kennewick  
P.O. 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: Virginia Sather  
Address: 6315 W Arrowhead Ave  
Parcel Number: 1-2999-305-0001-024  
Legal Description: Tri-City Heights No. 1, Block 1, The West 20 Feet Of Lot 24. And Lot 25.

**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 shown 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 as shown 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 as shown 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 as shown 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 13-28 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 as shown 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 as shown in “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 as shown in “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 as shown 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 20 day of NOVEMBER, 2019.

Virginia F. Sather  
 Signature of Property Owner  
 Printed Legal Name: VIRGINIA F. SATHER

[Signature]  
 City Manager (Representative)

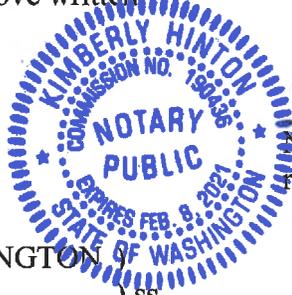
Virginia F. Sather  
 Signature of Property Owner  
 Printed Legal Name: VIRGINIA F. SATHER

(Note: If the Grantor is a corporation or partnership, please attach documentation of authority for signature, i.e. Articles of Incorporation.)

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the 20 day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Sather, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Kimberly Hinton  
Notary Public in and for the State of Washington,  
residing at Benton Co. My Com. Exp.: 2-8-21.

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual that executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_. My Com. Exp.: \_\_\_\_\_.

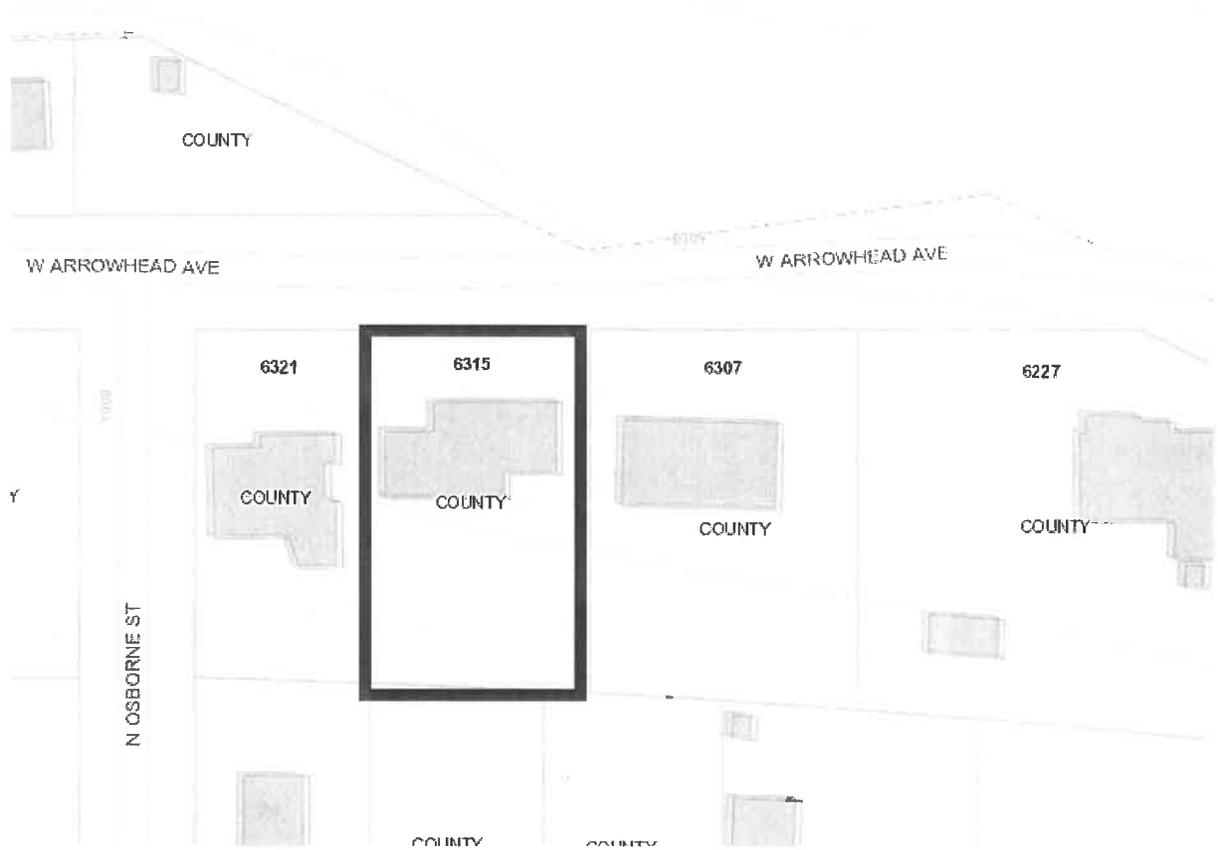
STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the \_\_\_\_ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARIE E. MOSLEY**, to me known to be the City Manager of the City of Kennewick, Washington, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_. My Com. Exp.: \_\_\_\_\_.

# Exhibit A, Map



# Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	12/17/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Metaline Avenue Widening Project		
Ordinance/Reso #		Contract #	
Project #	P1309-18	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

Staff recommends that Council accept the work of Premier Excavation, Inc. for Contract P1309-18, Metaline Avenue Widening

### Motion for Consideration

I move to accept the work of Premier Excavation, Inc. for Contract P1309-18, Metaline Avenue Widening, in the amount of \$2,271,616.56.

### Summary

Original Contract	\$ 2,120,151.45
Change Orders	\$ 133,317.25
Quantity Changes	\$ 18,147.86
Total	\$ 2,271,616.56

This project was for the reconstruction of W. Metaline Avenue from N. Kellogg Street to N. Edison Street. Improvements included added curb, gutter, and sidewalk, reconstructing the asphalt roadway, re-striping, adjusting new utilities, installing new water and sewer lines, utility work, storm system construction, street lighting, signage, pedestrian ramps, and other work as required. This project also relocated the N. Lincoln Street access from W. Metaline Avenue to N. Kellogg Street at W. Okanogan Loop.

This project had four (4) change orders which included additional cost associated with various utility coordination delays, design changes, engineer directed material changes, additional native material haul off, additional striping, adjustment of bid item pricing due to quantity busts, as well as a reduction in project costs by removing bid items from the contract.

Quantity changes included increases in flagging, spotting and traffic control hours, sidewalk, curb and gutter removals, 6" sidewalk installation.

### Alternatives

None recommended

### Fiscal Impact

Urban Arterial Street Fund	\$ 1,624,278.90
Sewer Fund	\$ 341,956.48
Water Fund	\$ 305,381.18

Federal Match of \$1,253,550 is in place to reimburse the Street Fund

Through

Kendrick Glover  
Dec 04, 14:03:44 GMT-0800 2019

Dept Head Approval

Cary Roe  
Dec 11, 14:37:08 GMT-0800 2019

City Mgr Approval

Marie Mosley  
Dec 11, 17:52:57 GMT-0800 2019

Attachments:

Recording  
Required?

# Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	12/17/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	West 14th Place Outfall & Misc. Storm Sites		
Ordinance/Reso #		Contract #	
Project #	P1931-19	Permit #	
Department	Public Works		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

## Recommendation

That City Council award Contract P1931-19 West 14th Place Outfall & Misc. Storm Sites Project to Culbert Construction, in the amount of \$266,889.83, plus a 10% contingency amount of \$26,688.98, for a total amount of \$293,578.81.

## Motion for Consideration

I move to award Contract P1931-19 West 14th Place Outfall & Misc. Storm Sites Project to Culbert Construction, in the amount of \$266,889.83, plus a 10% contingency amount of \$26,688.98, for a total amount of \$293,578.81.

## Summary

Five (5) bids were received on December 10, 2019 at 10:00 a.m.

Culbert Construction	\$266,889.83	Engineers Estimate	\$373,505.60
Premier Excavation	\$279,973.56		
2F Enterprises	\$288,726.58		
Ray Poland & Sons	\$313,641.04		
Double J Excavating	\$316,100.28		

This project includes construction of the following: Replacing the existing storm outfall from W. 14th Place to S. Garfield Street, as well as installation, repair and abandonment of storm drywells, connecting to existing storm lines, installing approximately 230 lineal feet of 10 and 12-inch diameter storm line, installing approximately 486 lineal feet of 18- inch diameter storm line, installing approximately 120 lineal feet of 12- inch diameter slotted drain pipe at several other sites identified in the City of Kennewick right-of-way and as detailed in the Specifications, Contract Plans, and Contract documents.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to Culbert Construction, who we have determined to be a responsive bidder with the lowest responsive bid.

## Alternatives

Not award the project.

## Fiscal Impact

Contract Budget: Stormwater Utility Fund	
W. 14th Place Outfall (405. 010.595.31.63.07):	\$480,000
Drywell – Misc. Locations Fund (405.010.595.31.63.01)	\$163,000.

Through	Heath Mellotte Dec 11, 15:20:40 GMT-0800 2019
Dept Head Approval	Bruce Mills Dec 11, 15:24:39 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 17:53:48 GMT-0800 2019

Attachments:

Recording Required?

**Council Agenda  
Coversheet**



Agenda Item Number	3.g.	Council Date	12/17/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Medical Services Medic Purchase		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

Staff recommends that Council authorize the purchase of two Lifeline medic units from Hughes Fire Equipment in the amount of \$535,407.77.

**Motion for Consideration**

I move to authorize the purchase of two Lifeline medic units from Hughes Fire Equipment in the amount of \$535,407.77.

**Summary**

Included in the 2019/20 budget as amended is the replacement of two medic units. City purchasing Policy requires purchases greater than \$500,000 be approved by Council.

This authorization is for the purchase of two Lifeline medic units from Hughes Fire Equipment through a nationally competed Houston-Galveston Area Contract (HGAC). Fire Department and Fleet staff reviewed other manufacturers available and determined the Lifeline units provided the best value and needs of the Department. Delivery of the vehicles is anticipated in 150-200 days from receipt of order. The City will provide separately to the manufacturer for installation in the new medics the radios and the power load systems. The power load systems provide lifting assistance of our existing patient cots into the medic units.

The purchase of the two medic units, power load systems, radios is within the budgeted amount of \$620,500.

Lifeline Medic Units (2)	\$535,407.77
Power Load Systems (2)	\$64,909.01
Equipment, decals, radios, lighting (est.)	\$15,000.00
<b>Total =</b>	<b>\$615,316.77</b>

**Alternatives**

None recommended

**Fiscal Impact**

Budgeted 501.010.594.18.64.08 Transportation Equipment - \$620,500.00

Through	John Noble Dec 09, 17:15:06 GMT-0800 2019
Dept Head Approval	Christina Palmer Dec 10, 14:25:18 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 17:57:01 GMT-0800 2019

Attachments: Life Line Sale Order  
29705 - Hughes QUOTE

Recording Required?



# LIFE LINE

EMERGENCY VEHICLES

Quote SO

City of Kennewick Fire Department  
 600 S. Auburn  
 Kennewick, WA 99336

**Exp. Date:** 08/28/2019  
**Quote No:** 10029-0001  
**BODY:** SUPER D 167" SUPERLINER TYPE I

11/25/2019

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== 167" SUPERLINER TYPE I - 1.000 07/01/19 ==	1	LLE
		MASTER PARTS REVISION DATE (Start 07-01-19 to 10-01-19)	1	LLE
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<<	1	LLE
		Date Order Placed By Dealer:		
		Draft Work Order Process Date:		
		1st Dealer Draft Date:		
		Final Dealer Draft Date:		
		Sign-Off Date:		
		Parts/Drafting/Paint:		
		Shop Release Date:		
		SFD:		
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number:T.B.A.	1	LLE
00-00-AA05	<	<b>Sales Rep: Paul Monarski 563-578-3317</b> Life Line Emergency Vehicles	1	LLE
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	LLE
00-00-FN00	< >	<b>Specify FORD Fleet Number If Available (FORD Chassis Only)</b> Specify FIN Number: QC704	1	LLE
00-00-PU00		Specify Previous Unit Number: (FACTORY USE ONLY)	1	LLE
00-00-W560		<b>Life Line Work Order Contact Person - Paul Monarski</b>	1	LLE
		***BODY STYLE***	1	LLE
00-02-1100	< >	<b>171" x 96" SUPERLINER TYPE I PASS-THRU (F-450/550 OR DODGE)</b> Call For Factory Approval Before Customer Quote. Call For Chassis Pricing.	1	LLE
		***CHASSIS***	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1	LLE
10-00-5100	< >	<b>2020 Ford F-550 193" W.B. 18,000 GVWR 4 WD Cab/Chassis</b> With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty.	1	LLE
		7-1-15 Elite Gen3 F-Series Requires & Includes 3 Batteries. Standard 1 Battery under Hood with 2 in Battery Compartment With a Maximum of 2 Under the Hood		
10-00-5310	< >	<b>Order Ford Chassis with OEM Aluminum Wheels ILOS Steel Wheels</b> Ordered on Chassis	1	LLE
10-00-5405	<	<b>Order Ford F-Series Chassis with 21N Navigation System</b> Ordered on Chassis Code 21N Navigation System	1	LLE
10-00-6050	< >	<b>Liquid Spring Suspension Kit For Ford F-Series</b> ALL WARRANTY ISSUES/CLAIMS GO TO THE INSTALLER Installed By: Al Meyer - 563-578-8650	1	LLE
10-01-3400	<	<b>**FACTORY USE ONLY**</b> Spare Chassis Keys And Owner's Manual Present.	1	LLE
10-01-8000	>	<b>Delete Standard Wheel Covers</b>	1	LLE
10-01-9500	>	<b>Ship The Spare Tire Loose</b>	1	LLE
10-02-1000		O.E.M. Door Mirrors	1	LLE
10-02-3500	<	O.E.M. AM-FM Radio W/Cab Speakers CD PLAYER IS NOT AVAILABLE ON THE DODGE CHASSIS AS THAT IS PLACED IN THE CENTER SEAT AND THAT IS DELETED FOR AMBULANCE.	1	LLE
10-02-5000		Low Voltage Throttle Manager	1	LLE
10-02-5700	<	Hand Held Cab Spot Light 12 volt outlet included. Specify location for the outlet.	1	LLE
10-02-8000	S	> <b>Delete STD F-Series Center Pedestal Mounted Switch Panel</b>	1	LLE
10-03-2010	<	<b>Whelen 60CREGCS Red/Clear 6" Round LED Headliner Map Light</b> LL#E22114 Mounted in Headliner  Wire to (2) Ford upfitter switches, (1) red, (1) white	1	LLE
10-03-8200	<	<b>Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System</b> <b>w/"OS" Light</b> Wire Circuit To Auto Dump From The Secondary Rear Door Switch. Includes: ON/OFF Safety Switch On Inner Primary Rear Door Panel with stainless switch guard #E24072  Whelen Red "OS" System Dumped Warning Light top flat part of front console, to right of compartment open light.	1	LLE
10-03-8900	<	<b>3 Battery Package Standard-All Matching CCA Of The Standard Battery</b> (2) batteries under the hood (1) battery in P-3 compartment ILOS	1	LLE
10-04-3500		Owner's Manual (1 Included With Unit)	1	LLE
10-04-7500	<	<b>Cab Audible Alarm (Ea)</b> Specify Function: Alarm To Sound When The Unit Is Placed Into A Drive Gear And an entry or compartment door is open	1	LLE
10-04-8500	<	<b>Cab Warning Light (Ea)</b> Specify Function: (1) Whelen T0R00MRR 2" round red LED with red lens and TFLANGEC chrome	3	LLE

PART NO	S	DESCRIPTION	QTY	ID
		flange surface mount kit. Mount in cab headliner. To flash when compartment or entry door is open.		
		(1) Red Whelen OS LED light mounted on the top flat part of the front console to right of shoreline indicator light. To flash when compartment or entry door is open.		
		(1) Red Whelen OS LED light mounted on the top flat part of the front console towards driver's side. To illuminate when either of the shorelines are plugged in.		
10-CS-0200	<	<i>Tri-Fold Drink Holders (Ea)</i> Specify Location: (1) driver's side of front console, (1) passenger's side of front console.	2	LLE
10-DL-0100	S <	<i>Tire Pressure Monitor</i> Specify Custom Option: Tire Pressure monitoring system is the Pressure Pro Pulse Monitor. PN# PPMA-C.0  Also install a 6"Antenna , with 35' COAX cable with SMA connector and bracket. PN# ABPCA-SMA.This will mount under the chassis towards the middle so all of the sensors on the wheels get good information.  Location of Antenna TBD by electrical. Manufacturer says 1/2" below the frame rail is all that is needed for good readings.45-60 min. est. install for system.  For Tech support at Pressure Pro: Edward Lutsko 816-887-3505.  Location of monitor: Will be recessed into the console right side above the lower Siren. REF. # 4208  (6) Wheel Sensors PN# APSR.  Front Wheels - the sensors will screw directly on to the valve stem. Rear outer Tandem tire - the sensors will screw directly onto the valve stem. Rear inner Tandem tire - a whip extension(hose extender) and "L" bracket will need to be furnished to bring the sensor to the outside tire lug nut, and then can screw on to the valve stem extension.  The system should be wired Battery Hot at all times, to facilitate uninterrupted tire pressure monitoring.  The Whip extension (hose extender and "L" bracket mount shall be installed by Gwinnett Co. fleet. SS hose extender is PN#VE1300SS "L" bracket is PN# VBK-L supplied by Life Line. Ship Loose.	1	LLE
10-DL-0200	S <	<i>Install customer supplied Gamber Johnson front console</i> Install customer supplied Gamber Johnson Front Console ILOS	1	LLE
15-01-1655	< >	***MODULAR BODY TYPE I*** <i>KKK Package Thru Change Notice 11</i> Includes: Upgraded Vinyl 40oz or better (2)-5# Fire Extinguishers, ship loose Oxygen Wrench, ship loose Lock on Cab to Module Door or Window, lockable from cab side Meet Federal K-Spec Up Thru Change Notice 11 Includes Weight Stickers On All Interior Cabinets And Shelves	1	LLE
15-01-5000	>	Standard 72" Finished Headroom	1	LLE
15-01-9005		<i>Cab To Module Sliding Pass-Thru Window</i>	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1	LLE
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1	LLE
15-02-2500		Standard Cast Fuel Fill Housing	1	LLE
<b>15-02-2605</b>	<	<b>Standard F-Series DEF Fill Mounted Streetside Module in Front of Wheel Well</b> Mounted On The Streetside Module Body in Front of Wheel Well. FG4503-1-163-B CPI Housing LL Part# F04049	<b>1</b>	<b>LLE</b>
15-DL-9902	< >	Standard Lowered Front Body Skirts F-Series & Dodge Includes Dual Side Entry Step	1	LLE
<b>***MODULE DOORS AND WINDOWS***</b>				
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1	LLE
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate	1	LLE
<b>20-01-0000</b>	<	<b>Full Height Side Entry Door With Gas Style Hold-Open</b> Position The Hold-Open At 90 Degrees.	<b>1</b>	<b>LLE</b>
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	LLE
<b>20-01-2500</b>	< >	<b>Sliding Side Entry Door Window (Standard Tint)</b> Sliding Window With Screen.	<b>1</b>	<b>LLE</b>
<b>20-01-3500</b>		<b>Rear Doors With Grabber Style Hold-Opens</b>	<b>1</b>	<b>LLE</b>
<b>20-01-6000</b>	< >	<b>Sliding Rear Entry Door Windows (Standard Tint)</b> Sliding Windows With Screens.	<b>1</b>	<b>LLE</b>
20-01-8500	<	Exterior Assist Handle On Side And Rear Entry Doors (3) LL Part# F05038	1	LLE
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1	LLE
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	LLE
20-02-1600	<	Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow (3) L04026 Label RH Arrow	1	LLE
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1	LLE
20-02-3500		Cage Nuts On All Door Panels	1	LLE
20-02-4000		Polished Diamond Plate Lower Module Entry Door Trim Panels	1	LLE
<b>20-02-6500</b>	< >	<b>Grip Strut Surface Mounted Entry Door With Drain Plug</b> <b>Lower step only due to dual steps</b>	<b>1</b>	<b>LLE</b>
<b>20-03-0005</b>	< >	<b>Small Window In Side Of Body (Standard Tint)</b> <b>9-3/4" x 32-3/4"</b> <b>Fixed Window With Standard Tint.</b> <b>Specify Side:</b> <b>(1) Street side</b> <b>(1) Curb side</b>	<b>2</b>	<b>LLE</b>
<b>***EXTERIOR COMPARTMENTS***</b>				
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom.  One Reflector Mounted On Each Standard Height Compartment Door.	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted.  Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	LLE
25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1	LLE
25-01-0000		Magnetic Compartment Door Switches	1	LLE
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	LLE
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.  The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	1	LLE
25-01-3220	< >	<b>18" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea)</b> Specify Location(s): P-4	1	LLE
25-01-3224	< >	<b>31.5" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea)</b> Specify Location(s): D-2, D-3	2	LLE
25-01-3225	< >	<b>54" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea)</b> Specify Location(s): P-1	1	LLE
25-01-3226	< >	<b>72" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea)</b> Specify Location(s): P-5, D-1	2	LLE
25-01-3227	< >	<b>9" TecNiq Model E41 LED Strip Lighting IATS For Exterior Compartment (Ea)</b> Specify Location(s): P-3 LL#E22137 9"LED Light LL#E22136 10" Strip Light Mount (Required for Each Light)	1	LLE
25-01-3300		Stainless Steel Compartment Vents	1	LLE
25-04-3000	< >	<b>Delete Superliner Curbside Front Backboard Compartment</b> Specify Alternate Backboard Compartment: P-5	1	LLE
25-04-3500	<	<b>Full Height Superliner Curbside Front IS/OS Compartment</b> P-1 compartment. Additional storage below floor level due to relocation of battery compartment. P-1 to be as wide as possible while allowing for P-3.  Battery compartment becomes P-3 with storage for a single battery..	1	LLE
25-04-5100	>	<b>Move Superliner IS/OS And Side Entry Door Forward</b>	1	LLE
25-04-6505	<	<b>Aluminum Adjustable IS/OS Compartment Shelf w/Dri-Dek Mat(Ea)</b> Specify Diamond Plate Or Smooth Aluminum Shelves: Includes Dri-Dek Mat. Specify Lip Size: 1"	3	LLE
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1	LLE
25-04-8000	S <	<b>Superliner Curbside Battery Compartment</b> P-3 Compartment to rear of side entry door, in front of wheel well. To store (1) battery on slide out tray. Due to size there will be no gas strut hold open.	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
25-04-9000	< >	<b>Add Curbside Compartment Ahead Of The Wheel Well</b> P-3 Compartment for single battery on slide out tray. (See 25-04-8000)	1	LLE
25-05-3000	< >	<b>Superliner Curbside Rear Backboard Compartment</b> P-5 compartment	1	LLE
		Includes Fixed Vertical Divider And Horizontal Shelf.		
		Install The Vertical Divider 11" from wall #3.		
		Install The Horizontal Divider On The Right Side.		
		Storage for Stryker Stair Chair on Wall #3 under horizontal divider.		
		IS/OS access above stair chair .		
		Includes Small Utility Compartment, P-4, Behind The Wheel Well Area.		
25-05-3500	<	<b>Superliner Full Height Streetside Front Compartment</b> D-1 Compartment	1	LLE
25-05-5000	< >	<b>Superliner Streetside Double Door Intermediate Compartment</b> D-2 Compartment with notch for interior cabinet	1	LLE
		Approx 43"H		
25-05-9000	S <	<b>Single Door Streetside Rear Compartment</b> D-3 Compartment	1	LLE
		Approx 40" high x 32"W		
25-11-8005	< >	<b>Diamond Plate Adjustable Shelf W/ Dri-Dek Matting (Ea)</b> Diamond Plate With Standard 2" Lips. Specify Compartment: (1) D-2, (1) D-3	2	LLE
25-12-5005	<	<b>Fixed Diamond Plate Shelf W/Dri-Dek Matting (Ea)</b> Diamond Plate With Standard 2" Lip Specify Compartment: D-1 above O2 lift	1	LLE
25-12-8000	<	<b>Add IS/OS Access To Exterior Compartment (Ea)</b> Specify Compartment: P-5, above stair chair	1	LLE
25-12-9000	<	<b>Black Dri-Dek On Compartment Floor (Each)</b> Specify Compartment: D-1,2,3 and P-1,4,5	6	LLE
25-13-7001	< >	<b>125 volt outlet (Ea)</b> Specify Compartment Location(s): D-2 Wall #2 at corner of wall #1 and Wall #2. Surface mounted.	1	LLE
25-CS-0500	< >	<b>S.C.B.A. Bracket (Ea)</b> Specify Compartment: D-2 wall #2	3	LLE
		Bracket is Zico KD-UH-6-SF		
25-CS-0510	<	<b>Custom Compartment Notch (ea)</b> Specify Compartment: (1) D-2 for drawer and recessed suction	1	LLE
25-CS-0720	<	<b>Vortex Angled Bracket for SCBA Tanks (ea)</b> Specify Compartment: D-2 to be evenly spaced on Wall #2. Exact layout TBD	3	LLE
		Mount .188 Thick Vortexed Angled Plates In Compartment In Corner For SCBA Storage Brackets. Plates To Allow Brackets To Be Nut/Bolted To Plates. Design With Bracket Bolting To Welded Angle Plate In Corner.		

PART NO	S	DESCRIPTION	QTY	ID
<b>***REAR STEP AND BUMPER ASSEMBLY***</b>			1	LLE
30-01-1000	< >	<b>STD Rear Bumper With Tow Hook Option</b> Standard Rear Bumper With Tow Hook Option. Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height. Tow Hooks Are Mounted Under The Bumper.  Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	LLE
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate	1	LLE
<b>***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</b>			1	LLE
35-01-0000	<	One Piece Body Side Panels With Lower Impact Rails Includes Lower Impact Rails Only.	1	LLE
35-01-3000	<	<b>Diamond Plate Running Boards With Grip Strut</b> Welded On Grip Strut	1	LLE
35-01-7110	< >	<b>Whelen 2G 4" Round L3 Intensity Chrome Flange Mounted Running Board Lights (Pr)</b> Part#20COCD Mounted with #2GFLANGC 2G Series ABS Chrome Plated Flange Kit For Surface Mount Includes Deutsch Connectors	1	LLE
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1	LLE
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1	LLE
35-02-0000	< >	<b>Drip Rail Over Door (Ea.)</b> Specify Compartment: D-1,2,3 P-1,2,3,4,5 R-1	9	LLE
35-02-0900	<	Frame Rail Cover A Full Width Diamond Plate Frame Cover to Be Installed Between the Cab and the Module.	1	LLE
35-02-1500	<	<b>Half Height Front Stone Guards</b> 48" ILOS With Sealed Top Edge.	1	LLE
35-02-4500	<	<b>Rear Corner Stone Guards (Kick Plate Height)</b> With Sealed Top Edge.	1	LLE
35-02-5500		<b>Polished Stainless Steel Plate Under Fuel Fill Area</b>	1	LLE
35-02-6015		<b>Polished Stainless Steel Plate Under a DEF Fill Area</b>	1	LLE
35-DL-0100	S <	<b>Additiona Mud Flap</b> Specify Custom Option: Add mud flap to front of passenger's side rear tire.	1	LLE
<b>***ELECTRICAL SYSTEM***</b>			1	LLE
40-00-0550	< >	<b>Elite G3 Touch Screen Electrical System</b> Includes: (1) Front Switch Panel, (1) Rear Switch Panel.  (2) Carling Switches (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Standard Location Is The R.F.S. Cabinet. Includes stainless switch guard E24072  (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.  (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location:	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
		Aux. electrical		
		(1) Back-Up Camera (ASA VCCS150) (This Camera Will Always Be Displayed Thru The Elite Front Touch Screen And The Camera Head Will Be White Unless Otherwise Specified)		
		Dome Lights On Low With Entry Door.		
		The R.F.S. Switch shall Turn On the Center Strip Lights.		
		Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel.		
40-01-0301	< >	<b>Add Second Rear Touch Screen (Elite System)</b> Specify Mounting Location: Angled cabinet at bench head end	1	LLE
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1	LLE
40-01-5000	< >	<b>Super Auto Eject Shoreline - 20 Amp</b> Specify Location: Rear of module to left of rear entry doors Specify Inlet Cover Color: Red  For module power  Stainless unpainted mount plate #LL1602SS	1	LLE
40-01-6000	< >	<b>Super Auto Eject Shoreline - 30 Amp (Version II Inlet)</b> Includes Yellow Inlet Cover ONLY. Specify Location:Rear of module to left or rear doors and to left of 20amp shoreline  To power roof top Heat/AC  Stainless unpainted mount plate E27082	1	LLE
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1	LLE
40-01-7500	<	<b>Shoreline On Indicator Light (Exterior)</b> Mounted Above Or Near The Shoreline Inlet. (Red LED). Whelen "OS" Series Non-Flashing Is The Std. Light  (1) light for each shoreline, (Two lights total)	2	LLE
40-02-3500	< >	<b>Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger</b> Specify Remote Charger Display Location: Action Area Specify Remote Inverter Display Location: Action Area  Installing Displays on any part of the exterior of the unit, Voids all Warranty issues from Vanner & Life Line.	1	LLE
40-03-0000	<	Action Area Dual 2.1 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit. Part #E26088	1	LLE
40-03-2000	<	R.F.S. Cabinet Dual 2.1 amp USB Charger And 20 amp 12v Outlet <b>Mounted In The Lower Section On Wall #1.</b> Full Time Hot Circuit.	1	LLE
40-03-5500	<	<b>Add 12 Volt Power Outlet (Ea)</b> Full Time Hot Circuit.	3	LLE

PART NO	S	DESCRIPTION	QTY	ID
		Specify Location: (3) one above each shelf in RFS mounted next to 125v outlet in each section		
40-03-6010	<	<b>Action Area 125 Volt Outlet (Heavy Duty Hospital Grade)</b> E24064 (REV-A)	1	LLE
40-03-7000	<	R.F.S. Cabinet 125 Volt Outlet Mounted In The Lower Section On Wall #1.	1	LLE
40-03-8505	<	<b>Add 125 Volt Outlet (Heavy Duty Hospital Grade) (Ea)</b> Specify Location: (1) Action area close to CPR seat. (1) Telemetry area (3) One above each shelf in the RFS (1) curbside wall at head end of squad bench (1) curbside wall at foot end of squad bench	7	LLE
40-03-8610	<	<b>Add Dual USB Charging Port</b> Specify Location: (1) Front console top flat section toward passenger's side (1) Angled cabinet to right of the touch screen (1) Above counter in lower pass through cabinet on the right side  LL Part #E26095	3	LLE
40-04-0500	<	<b>Add 125 Volt Exterior Outlet (Ea)</b> Specify Location: D-3 Wall #2 at Wall #1 upper corner, Surface mount	1	LLE
40-04-1520	<	<b>Engine Block Heater With Separate 20 Amp Shoreline Inlet With Super Auto Eject</b> Includes Separate 20 Amp Shoreline Inlet. Specify Inlet Location: Front of module above stone guard Specify Cover Color: yellow Block Heater Is Not Thermostatically Controlled. Include Plaque That States "Engine Block Heater"  Stainless unpainted mount plate #LL1602SS	1	LLE
40-04-3800	< >	<b>Smithworks 12 Volt Floor Mount IV Fluid Warmer Tray (Ea)</b> Specify Cabinet Location: Bottom of base cabinet towards rear  Circuit Is Wired 12 Volt Full Time Hot.  REQUIRES BATTERY CHARGER. MANUFACTURER WARRANTY ONLY APPLIES.	1	LLE
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1	LLE
40-04-4500	< >	<b>Additional Power Door Lock (Ea)</b> Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D-1,2,3 P-1,4,5	6	LLE
40-04-6000	>	<b>Hidden Switch In Rear License Plate Housing (Unlock Only)</b>	1	LLE
40-05-1510	<	<b>12 Volt Power And Ground Circuit (Ea)</b> Specify Location: (2) 20amp circuit ea. Location TBD (1) D-2 Compartment location TBD, 15amp battery hot (1) D-3 Compartment location TBD, 15amp battery hot (1) Behind primary door panel in D-2, 15amp battery hot (1) Behind door panel in D-3, 15amp, battery hot	6	LLE
40-06-1000	< >	<b>Dometic Coolmatic 50 12/120 Volt Refrigerator</b> Specify Location: Lower pass through cabinet	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
<b>MANUFACTURER WARRANTY ONLY APPLIES.</b>				
<b>***INTERIOR LIGHTING***</b>				
45-01-0000		Oxygen Compartment Light	1	LLE
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1	LLE
<b>45-01-1510</b>	<	<b>8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With Chrome Trim</b> 4-Streetside 4-Curbside TecNiq# E08-LC00-1	1	LLE
45-01-3000		12" Grote 60591 LED Action Area Light	1	LLE
<b>45-01-7530</b>	< >	<b>4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS</b> Model # E30-LOS0-1 This Light Includes A Switch On The Light.	1	LLE
<b>45-02-1000</b>	<	<b>12" Grote LED Light In The Electrical Cabinet With On/Off Switch</b> Wire Circuit Full Time Hot. Grote 60591	1	LLE
<b>***EXTERIOR LIGHTING***</b>				
50-01-0000	<	Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #60BTT Lights (Meets SAE Requirements). Mounted Above The Rear Kick Plate.	1	LLE
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The Rear 600 Series LED Stop/Tail Lights. Wire To Flash Sequentially In The Direction Of The Arrow.	1	LLE
50-02-9000	>	C.P.I. License Plate Housing	1	LLE
<b>50-02-9520</b>	< >	<b>Whelen 600 Series "LED" Minimum-Populated Back-Up Lights (Pr)</b> Mounted Above The Rear Turn Lights Unless Otherwise Specified. Model # 60C00VCR	1	LLE
<b>50-03-2100</b>	<	<b>Two Reverse Activated Whelen 900 "LED" Rear Load Lights</b> 24 Diode #9SC0ENZR Lights.	1	LLE
<b>50-03-5600</b>	<	<b>Whelen 900 "LED" Side Scene Lights (Two Each Side)</b> 24 Diode #9SC0ENZR Lights.	1	LLE
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	LLE
<b>50-04-5510</b>	<	<b>3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea)</b> <b>Specify Location(s):</b> D-1,2 (Both doors),3 P-1,4,5  Lights are mounted in lower outer corner of the door  Part # 3SR00FRR Specify LED & Lens Color: Red LED with Red lens	7	LLE
<b>50-04-5710</b>	< >	<b>3" Round Super-LED Surface Mounted Door Flashing Light (Ea)</b> Includes Individual Door Switch Circuit.  Specify Location(s): P-2 and R-1(Both doors to flash independently)  Specify LED & Lens Color: Red LED with Red lens	3	LLE
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights COM1MC-A=Amber COM1MC-R=Red	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	LLE
50-DL-0100	S <	<b>Additional Side Scene Lights</b> Specify Custom Option:  (2) scene lights on the front of the body (1) just inboard of each of the upper front corner lights. "Front Flood" switch  Front of body lights: RED / SCENE / RED/ WHITE / RED / SCENE / RED	2	LLE
50-DL-0200	S <	<b>Rigid Industries Fog Lights</b> Specify Custom Option: Rigid Industries Model 50481(#) D-Series SAE fog lights mounted above front bumper.	1	LLE
		NOTE: Replace "#" with "3" for white and "4" for amber		
	<	<b>***RADIO PROVISIONS AND AIR HORNS***</b> Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	1	LLE
55-01-8500	<	<b>KE-794 Antenna Base With Coax</b> (1) Front Module Roof To front console. Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases	1	LLE
55-02-1500	< >	<b>KE-794 Module Roof Antenna Base/Coax (Ea)</b> Specify Termination Location:Rear module roof to Aux Electrical Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases	1	LLE
55-02-5500	< >	<b>Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea)</b> Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Location: (1) front console (1) behind action area touch screen (1) Behind driver's seat base  NOTE Use 8ga wire for both hot and ground  Coil, Zip Tie & Tag  14 Gauge Wire Will Be Used in this Option. If Larger Gauge Wire is Required You Must Use Option 55-02-5700 or 55-02-5800.	3	LLE
55-02-6500	< >	<b>Install Customer Supplied Radio Cables (Ea)</b> Specify Routing And Termination Location: TBA CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. Ship to: Life Line Emergency Vehicles 1021 West 1st Street Sumner, IA 50674 <b>**NO EXCEPTIONS**</b> ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION. ANY CABLE THAT IS NOT MARKED WILL NOT BE INSTALLED. <b>**NO EXCEPTIONS**</b>	2	LLE
55-DL-0100	S <	<b>Install Customer Radio Heads</b> Specify Custom Option:	2	LLE

PART NO	S	DESCRIPTION	QTY	ID
		Install radio control heads, (1) front cab console, (1) action area. Use Havis equipment brackets. (See 55-DL-0200)		
55-DL-0200	S <	<b>Havis Shields Equipment Brackets</b> Specify Custom Option:  Havis Shields equipment brackets for customer supplied radio control heads	2	LLE
		<b>***SIRENS AND EMERGENCY LIGHTING***</b>		
60-01-1200	< >	<b>Whelen 295HFSA7 Dual Amplifier System ILOS</b> Includes Dual Amp Option. Meets CA Title 13 Requirements. Meets 49 State Requirements.	1 1	LLE LLE
60-01-4500	< >	<b>Federal Signal ES100C Behind Bumper Siren Speakers (F-Series)</b> Mounted Behind Bumper Wings "F" guard Cover Included	1	LLE
60-01-9000	< >	<b>4 Whelen 900 Super "LED" Side Module Warning Lights</b> Part #90RR5FCR Red LED with Clear lens Mount The Side Lights Inline.  Specify KKK Or Comet Flash Pattern:	1	LLE
60-02-2000	< >	<b>2 Whelen 900 Super "LED" Front Module Warning Lights</b> Part# 90RR5FCR: Red LED with Clear lens  Specify KKK Or Comet Flash Pattern:  Front of body lights: RED / SCENE / RED/ WHITE / RED / SCENE / RED	1	LLE
60-02-5500	< >	<b>1 Whelen 900 Super "LED" Center Front Module Warning Light</b> Part #90CC5FCR  Specify KKK Or Comet Flash Pattern:	1	LLE
60-02-9500	< >	<b>2 Whelen 900 Super "LED" Rear Module Warning Lights</b> #90RR5FCR Red LED With Red Lens Unless Otherwise Specified. Specify KKK Or Comet Flash Pattern:	1	LLE
60-03-3000	< >	<b>1 Whelen 900 Super "LED" Center Rear Warning Light</b> Part #90AA5FCR Amber LED with Clear Lens  Specify KKK Or Comet Flash Pattern:	1	LLE
60-04-5290	< >	<b>2 Whelen 500 Super "LED" Grille Lights (Type I)</b> #50R02ZCR Red LED with Clear Lens Included for F-Series Driver & Passenger Side: #LH52620-1 Bar CAST Housing #LH52619-1 Bar CAST Housing  Upper Grille lights	1	LLE
60-05-0496	<	<b>2 Whelen 700 Super "LED" Intersection Lights (Type I)</b> #70R02FCR Red LED with Clear Lens	1	LLE
60-06-0655	<	<b>Wig Wag Headlights For F-Series</b> LL#28033 Sound Off # ETHFSS-SP-ISO F-Series Wig-Wag Module  Disables OEM DTRL headlights.	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
60-06-6000	< >	<b>2 Whelen 700 Super "LED" Rear Wheel Well Lights</b> Specify Whelen Light Number 70R02FCR: Red LED with Clear lens  Specify KKK Or Comet Flash Pattern:	1	LLE
60-08-1010	< >	<b>Opticom Mounted On The Front Wall W/Park Disable</b> Includes Park Disable Circuit. #794H Infrared  Install below center front body white warning light	1	LLE
60-08-1300	< >	<b>Emitter Recess Bezel Mount Kit For Front Module Wall Mount</b> PART # 78-8118-6920-1	1	LLE
60-10-0130	<	<b>Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2)</b> Specify Whelen Light Number: 90RR4FCR: Red LED with Clear lens  Specify KKK Or Comet Flash Pattern:	1	LLE
60-10-2000	<	<b>Whelen 900 Red/Amber/Blue or Clear Super "LED" Light (Ea)</b> Specify Location: Front of body, (1) on each side of the center white LED Specify Whelen Light Number: 90RR5FCR: Red LED with Clear lens  Specify KKK Or Comet Flash Pattern:  Front of body lights: RED / SCENE / RED/ WHITE / RED / SCENE / RED	2	LLE
<b>***PATIENT COMPARTMENT***</b>			1	LLE
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	LLE
65-00-9900	<	<b>SPECIAL NOTE TO DEALER</b> Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
65-01-2000		Standard Smooth Headliner	1	LLE
65-01-3000	<	<b>1/4" Clear Polycarbonate Sliding Doors On Cabinets</b> Includes Brushed Finish Interior Trim.	1	LLE
65-02-2240	< >	<b>"Dealer/Customer Supplied Package" Stryker Power or Performance Load System</b> <b>Power Load</b> <b>Will Be Center Mount Unless Otherwise Specified</b> Includes: Floor Structure - Tapping Blocks Includes Life Line Supplied Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs to Include Track Cover) Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track, Or To Trolley If Supplied. Complete 6390 Power or 6392 Performance Load System Installed Be sure to leave main power switch in the off position. <b>Will Be Center Mount Unless Otherwise Specified</b> Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 LL#F09042 Does Not Include Push Rail	1	LLE
65-02-8000	<	<b>L.R.O. Cabinet With Speed Load Door</b> With Positive Lock Feature. To include [1] Adjustable PVC shelf	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
65-03-7500	<	<b>L.F.O. Cabinet With Speed Load Door</b> With Positive Lock Feature. To include [1] PVC shelf.	1	LLE
65-04-1000	< >	Left Rear Base Cabinet With Sliding Polycarbonate Door Includes (2) Adjustable shelves	1	LLE
65-04-2500	<	<b>Telemetry Area Cabinet With Sliding Polycarbonate Door</b> Includes (1) ADJ shelf	1	LLE
65-04-8100	<	<b>Delete Standard Lower Telemetry Area Cabinet (Factory Use)</b> Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
65-05-2100	<	<b>Delete Standard Lower Action Area Cabinet (Factory Use)</b> Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
65-05-3600	<	<b>Delete STD Action Area Tip-Out Trash Cabinet (Factory Use)</b> Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
65-05-4500	<	<b>Side Facing CPR Seat w/Contoured Ergo Backrest &amp; 4-Point Belt with Hinge Lid</b> Includes Black IMMI 4-Point Seat Belt.  To be 36"W ILOS, Make LRO, Telemetry area, telemetry area cabinet and drawers below telemetry area smaller.	1	LLE
65-05-8505	< >	<b>Rear Facing Valor Vac Attendant Seat w/Child Safety Seat On Pedestal/Swivel</b> Valor Vac Seat with Child Safety Seat & Life Line Logo To Match Cushion Vinyl unless otherwise specified Includes 4-Point Belt Question: Will there be an O2 Bottle Attached to the Head of the Cot? YES Requires Bulkhead Wall Cabinet For Overflow Electrical Equipment.	1	LLE
65-05-9795		<b>Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)</b>	1	LLE
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	LLE
65-07-5310	<	<b>Top R.F.S. Cabinet W/Top Hinged Frameless Heavy Polycarbonate Door ILOS Heat/AC</b> Includes Gas Style Hold-Opens.	1	LLE
65-07-5600	<	<b>Open R.F.S. Cabinet ILOS (Both Cabinet Doors Deleted)</b> Trim The Open Edges With Stainless Trim.	1	LLE
65-07-8015	< >	<b>Full Height ALS Cabinet With "Amdor" Roll-Up Door</b> Specify Front or Rear Roll-Up:	1	LLE
65-07-9000	< >	<b>Add Cabinet In The Lower Walk-Thru Area</b> With Solid Surface Counter Top Area with STD lip  For refrigerator	1	LLE
65-07-9500	<	<b>CS Squad Bench w/Contoured Ergo Backrests w/2 Piece Lid &amp; Divider</b> Includes 2 Sets Of Black IMMI 4-Point Seat Belts Includes 3 Cot Restraints & Retractors.	1	LLE
65-08-4900	<	<b>Formed Stainless Removable "A" Bar At Head Of Squad Bench</b> Mounted At The Head Of The Squad Bench ILOS Cushion Area. DELETES STANDARD HEAD PAD #65-08-35. DELETES STANDARD ASSIST RAIL #65-10-20.	1	LLE
65-08-5700	<	<b>Docking Hardware For Removable "A" Bar</b> Mounted On The Side Entry Door Lower Inside Panel.	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
		Includes Color Matched Removable Protective Cover.		
65-08-8500	<	<b>Squad Bench Headrest Cushion</b> To be mounted between the IMMI backrests and the full width marker board. 65-DL-0100	1	LLE
		See		
65-09-2000	< >	<b>Two Section Bandage Cabinet With Speed Load Doors</b> With Positive Lock Feature. Specify Cabinet Depth: 8"	1	LLE
65-09-6100	<	<b>Recessed Glove (Three) Box Storage In Side Door Cushion Area</b> Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	1	LLE
65-09-9000	<	<b>Custom Length Formed Streetside Ceiling Grab Rail</b> Specify Custom Length:  (2) 33.5" Street Side Rails ILOS due to roof mounted heat / AC	2	LLE
65-10-0000	<	<b>Custom Length Formed Curbside Ceiling Grab Rail</b> Specify Custom Length:  (2) 33.5" Curb Side Rails ILOS due to roof mounted heat / AC	1	LLE
65-10-0500		Formed "L" Door Assist Rails Mounted On The Hinge Side	1	LLE
65-10-2500	<	Formed Assist Rail On The Left Rear Wall 12" Assist Rail Is Std. Size.	1	LLE
65-10-4000	<	<b>Add Formed Assist Rail</b> Specify Length: 24" Specify Location: Curb side wall at rear entry doors Lengths Available Are: 12", 16" or 24"	1	LLE
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1	LLE
65-10-9000		Southco M1 Stainless Cabinet Latches	1	LLE
65-11-3000	<	<b>Cabinet Drawer (Ea)</b> Specify Cabinet Location: (2) in lower telemetry area (1) lower action area above recessed suction	3	LLE
65-11-9700	<	<b>Trintec Clock Flush Mounted On Rear Head Cushion</b> Battery Operated Clock. Clock Includes Life Line Logo. Clock Installed With Fast Lead Fasteners.	1	LLE
65-12-2600	<	<b>Intellitec Clock/Time Manager Mounted In The Action Area</b> On left wall to rear of action area cabinet	1	LLE
65-12-5320	< >	<b>KNOX Medvault Recessed Model #5520 Standard</b> Specify Location: Action area  (1) 5520-Med Vault 2 Standard Door & WiFi	1	LLE
65-12-7610		<b>Drop In Sharps/Waste At The Head Of The Squad Bench Recessed W/Red Lexan Cover</b>	1	LLE
65-13-3500	<	<b>Rubber Insert IV Pump Pole W/Button IV Hook (Ea)</b> Specify Location: Telemetry area wall #1	1	LLE
65-13-5500	<	<b>Additional Interior Adjustable Shelf (Ea)</b> Specify Cabinet Location:(2) LFO, (2) LRO, Base cabinet, Telemetry cabinet	6	LLE

PART NO	S	DESCRIPTION	QTY	ID
65-15-0018		> Interior Laminate: Gunmetal (Fog) High Gloss D355-01	1	LLE
65-18-0002		Welting Between Cabinets: Light Gray	1	LLE
65-19-0001		< > Counter Tops (Main): Stormy Gray (Dusk) Standard with 1" Lip	1	LLE
65-20-0003		> Counter Tops (Accent Stripe): Cobalt	1	LLE
65-21-0085		< > Lonseal Floor Selection: Loncoin II Flecks TOPSEAL #C152TS Sapphire Specify:  Rolled Up 4" On Both Sides Unless Otherwise Specified.	1	LLE
65-CS-0400		< > Diamond Plate Waste Can Holder/Waste Container (Ea) Specify Location: Primary rear door lower panel Includes Trash Container.	1	LLE
65-CS-1000		< Add Angled Cabinet For The 2nd Rear Switch Panel Mounted At The Head End Of The Squad Bench Below The Bandage Cabinet. (Requires 8" Deep Bandage Cabinet) NOTE TO ENGINEERING;Make as shallow as possible.  There will be a dual USB port below the touch screen	1	LLE
65-CS-1200		Cargo Net Over The R.F.S. Cabinet ILOS Door(s) Full Height	1	LLE
65-CS-3000		< Total Available Seating Positions In this Unit Including Cab, Module And Cot	7	LLE
65-DL-0100	S	< Marker Board Specify Custom Option: Marker board between the side window and the rear wall approx the height of the angled cabinet.	1	LLE
65-DL-0200	S	< Trash With Bracket Specify Custom Option: Std trash container with bracket. Install on primary rear door lower panel	1	LLE
<b>***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***</b>			1	LLE
70-01-0000		Static Module Fresh Air Intake Vent	1	LLE
70-01-1000		12 Volt Powered Exhaust Fan	1	LLE
70-01-1600		< Cabinet Mounted Free Blow 12 Volt Hoseline Rear Heat/AC Unit Includes Digital Temperature on ELITE Display. Includes Climate Indicators For Heat/AC/Fan Speed. Includes High-Medium-Low Fan Speeds. Evaporator Model #ACHU1131  NOTE: Chassis will have second A/C compressor. SAee 70-DL-0100	1	LLE
70-01-2400		< Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	LLE
70-01-3500		Move Heat/AC Unit To Over Walk-Thru Area	1	LLE
70-01-4515		< Hoseline Front Wall Mounted Aux 12 Volt A/C Condenser (Type I Modular Body) Condenser Model #TMC2004	1	LLE
70-01-6000		< Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6) GAS CHASSIS' INCLUDE HEAT BARRIER THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.	1	LLE
70-01-6600		> Automotive Grade Undercoating Under Module Body	1	LLE
70-01-7500		< > 115 Volt Roof Mounted Aux Heat/AC Unit IATS DuoTherm Unit.	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
70-DL-0100	S <	<b>2nd A/C Compressor</b> Specify Custom Option: Chassis to go to Don's for installation of second compressor	1	LLE
		A/C		
70-DL-0200	S <	<b>Custom A/C Condenser Mount</b> Specify Custom Option: Condenser Model #TMC2004. Mount on module roof towards front. Provide guard on front to prevent damage from trees, etc.	1	LLE
<b>***OXYGEN SYSTEM***</b>				
75-01-0000		Ohio Style Action Area Oxygen Outlet	1	LLE
75-01-2000		Ohio Style Ceiling Mounted Oxygen Outlet	1	LLE
75-01-4000	<	<b>Ohio Style Right Wall Mounted Oxygen Outlet</b> Mount at head of bandage cabinet	1	LLE
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.	1	LLE
75-02-3500	< >	<b>ZICO "OTS System" Electric Oxygen Lift Bracket</b> Includes (3) Ratchet Straps. Specify Bracket Location: D-1 Specify Tank Size: H Specify Aluminum Or Steel Tank: Steel	1	LLE
75-02-8500	<	<b>Click Style Oxygen Flowmeter (Ea)</b> 1-LL#M04043 0-25 Click Style Flowmeter 1 LL# M04044 Adapter 02 Ohio  Ship loose	1	LLE
<b>***SUCTION SYSTEM***</b>				
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1	LLE
80-01-1500	<	<b>1 Ohio Style Action Area Suction Outlet</b> Includes Disconnect For Outlet Hose Barb Must Fit The Suction Hose Install in recessed suction area.	1	LLE
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set.	1	LLE
80-01-8500	< >	<b>Recessed Suction Unit Below Action Area</b> Includes a 3/4 Height Solid Surface Door with Canister Mounted on Door Unless otherwise specified.  To be below drawer in lower action area	1	LLE
<b>***PAINT***</b>				
85-00-0100	< >	Standard Axalta Paint Process And Warranty Includes 6 Year Pro-Rated Axalta Paint Warranty.	1	LLE
85-01-0000	< >	<b>Repaint Chassis ILOS O.E.M. White</b> Specify Color: To match previous unit #3322, Red L2938HL Touch-Up Paint Is Included For Colored Chassis.	1	LLE
85-01-1500	<	<b>Paint Module Body Other Color ILOS O.E.M. White</b> Specify Color: To match previous unit #3322, Red L2938HL Touch-Up Paint Is Included For Colored Module Body.	1	LLE
85-01-4500		<b>Delete Standard Beltline Stripe</b>	1	LLE
85-02-8500	<	<b>Custom Two-Tone Paint</b> Specify Location And Color: Cab roof, "A" and "B" pillars stay OEM white	1	LLE
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
85-03-0000	< >	<b>Standard 1/4" Black Reflective Edge Pinstripe</b> Pinstripe goes on cab paint break as well as outlining the 6" Scotchlite belt line stripe	1	LLE
85-03-5000	<	<b>6" Scotchlite Striping (Per Foot)</b> Specify Color And Location: Beltline stripe with heartbeat toward rear. To match #3322. Stripe is to have 1/4" pin stripe above and below. Rear wall to have full chevron so stripe ends around rear corner extrusion.  680CR-10 White	100	LLE
85-04-0100	< >	<b>6" Wide Rear Wall Chevron (Two Color-Full Wall &amp; Doors)</b> Specify Tape Color #1: Specify Tape Color #2:	1	LLE
<b>***EMBLEMS AND DECALS***</b>				
90-01-0000	<	Federal Star Of Life/Ambulance Decal Package Install Roof Star Of Life Decal. Ship Remainder Of Decals Loose. (2) 4" Star Of Life Decals. (2) 12" Star Of Life Decals. (2) 18" Star Of Life Decals. (3) 6" AMBULANCE Decals. (1) 4" Reverse AMBULANCE Decal.	1 1	LLE LLE
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1	LLE
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1	LLE
90-01-4110	<	<b>Install Gerber Vision On Entry Window (Ea)</b> White panel with blue star of life installed on window in each rear entry door	2	LLE
90-01-5000		<b>Install 3/4" White Reflective Tape Around Door Extrusions</b>	1	LLE
90-01-5100	<	<b>Install 3/4" White Reflective Tape Around Side And Rear Entry Doors</b> KKK-F Certification Requirement.	1	LLE
90-01-7500	< >	<b>8" Scotchlite Reflective Lettering (Ea)</b> Specify Color And Font. 680CR-64 Gold 680CR-85 Black Specify Lettering Location:  Gold lettering with black outline  "KENNEWICK" "FIRE DEPARTMENT" (Centered below)  Each side of body	92	LLE
90-01-7600	< >	<b>10" Scotchlite Reflective Lettering (Ea)</b> Specify Color And Font. 680CR-64 gold 680CR-85 Black  Specify Lettering Location:  Rear of body below door handles  Gold with black outline  "K", "D"  There will be a 14" "F" in center interwoven with the "K" and "D"	4	LLE

PART NO	S	DESCRIPTION	QTY	ID
90-DL-0100	S	< <b>Install Customer Door Seal</b> Specify Custom Option:  Install customer supplied cab door seals	1	LLE
90-DL-0200	S	< <b>14" Scotchlite Letters</b> Specify Custom Option:  14" "F" on rear of body interwoven with "K" and "D"  680CR-64 Gold 680CR-85 Black	2	LLE
<b>***END OF QUOTE/PRODUCTION ORDER***</b>			1	LLE
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1	LLE
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.	1	LLE
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	LLE
95-SP-0700		Change After Production Start (Published Price + 75%)	1	LLE
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	LLE
<b>95-SP-0850</b>	<	<b>Life Line Indemnification Statement</b> The purchaser agrees to defend, idemnify and hold Life Line harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by alteration or modification of, or changes or additions to the purchased products or use of product purposes it was not designed or intended for.	1	LLE
	<	<b>***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***</b> This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.  THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.  Date Of Order: SPECIFY  Franchised Distributor: SPECIFY  Quote Number: SPECIFY  Ordered By: _____	1	LLE



November 12, 2019

City of Kennewick, WA  
Two (2) Life Line F550 Superliner Type I Ambulance DW10029-0001  
Build Location: Sumner, Iowa

Two (2) Units combined

Proposal Price \$ 493,009.00

Washington State sales tax @	8.30%	40,919.75
Washington State motor vehicle tax @	0.30%	1,479.03

<i>Total Bid Price Including Sales Tax</i>		<u>\$ 535,407.78</u>
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Terms:

The units would be ready for delivery from the factory within 140 to 200 days after receipt of fully executed Purchase Contract, order submission to the manufacturer, drawing approval between the manufacturer / dealer and the customer and receipt of chassis from manufacturer. Delivery is subject to change prior to order placement.

The above discount recap will be valid for 60 days.

Two (2) unit pricing is based on both units being purchased, manufactured and delivered at the same time. If units are not ordered, manufactured and delivered at the same price revised pricing will be required.

Final payment due prior to the units leaving the factory for delivery.

Purchasing documents will be between Hughes Fire Equipment and the Customer.

A performance bond is not included in the above pricing.

The proposal price is based on the units being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract AM10-18.

The above pricing includes a Ford Fleet Incentive discount, per your FIN# QC704, for a 2020 Ford Chassis.

Transportation of the units to be driven from the factory to Kennewick, WA is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the units, and the units must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

Two (2) factory inspection trips for two (2) fire department customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip \$1,600.00 per traveler (per trip) will be deducted from the final invoice.

# Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	12/17/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Assignment of P&S Agreement, A1 Pearl, LLC		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

Authorize the Mayor to sign Addendum No. 1, Consent for Amendment to Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.

### Motion for Consideration

I move to authorize the Mayor to sign Addendum No. 1, Consent for Amendment to Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.

### Summary

On September 3, 2019, the City and A-1 Pearl, LLC entered into a Purchase and Sale Agreement for property adjacent to the Three Rivers Convention Center. The Agreement is the first step in a public-private partnership project for the expansion of the Convention Center, the addition of a hotel and complimentary commercial development.

The Purchaser A-1 Pearl, LLC has requested the City consent to assignment of its interest in the Purchase and Sale Agreement to A1 Pearl Development Group, LLC. and amendment of the Agreement to reflect the change in the name of the Purchaser. A1 Pearl Development Group, LLC was formed for purposes of acquiring EB5 financing. As A1 Pearl Development Group, LLC went through the application process, it was brought to their attention by their EB5 attorney that the "Sponsor Company" for the EB5 petitions needed to be named as the Purchaser under the Purchase and Sale Agreement with the City. While the name of the Purchaser is changing, the managing members of A1 Pearl Development Group, LLC are the same as the members of A-1 Pearl, LLC.

### Alternatives

None recommended.

### Fiscal Impact

None.

Through	Bonnie Lanning Dec 12, 11:54:49 GMT-0800 2019
Dept Head Approval	Lisa Beaton Dec 12, 13:55:19 GMT-0800 2019
City Mgr Approval	Ken Hohenberg Dec 12, 17:26:56 GMT-0800 2019

Attachments: 

Addendum Purchase and Sale Agreement
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Recording Required?

ADDENDUM NO. 1  
CONSENT FOR AMENDMENT TO  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK  
AND  
A1 PEARL DEVELOPMENT GROUP, LLC

THIS MODIFICATION TO THE PURCHASE AND SALE AGREEMENT for City property adjacent to the Three Rivers Convention Center is made and entered into this \_\_\_\_ day of December, 2019, by and between the CITY OF KENNEWICK, a Washington municipal corporation, hereinafter referred to as “City”, and A1 PEARL DEVELOPMENT GROUP, L.L.C., a Washington Limited Liability Company, hereinafter referred to as “Purchaser.”

WHEREAS, the current Purchase and Sale Agreement between A-1 Pearl, LLC and the City requires the consent of the City to assign A-1 Pearl, LLC’s rights under the Agreement, and the City by this Addendum consents to the change in the name of the Purchaser and assignment of the A-1 Pearl, LLC’s interest to A1 Pearl Development Group, LLC, and hereby authorizes the Mayor to sign this Addendum No. 1 to the Purchase and Sale Agreement; NOW THEREFORE,

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

**Section 1.** The Parties agree the new Purchaser under the Purchase and Sale Agreement dated September 3, 2019, for the City’s 3.5 acre parcel A, adjacent to the Three Rivers Convention Center and the Option to purchase parcel B, from this date forward shall be A1 Pearl Development Group, LLC. By signing this Addendum No. 1, A1 Pearl Development Group, LLC agrees to all of the terms and conditions contained in the Purchase and Sale Agreement described herein.

**Section 2.** All other terms and conditions contained in the Purchase and Sale Agreement dated September 3, 2019, not specifically amended above or inconsistent with the terms as amended above, shall remain in full force and effect.

**SELLER**

CITY OF KENNEWICK

By: \_\_\_\_\_  
DON BRITAIN, Mayor





## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement") is entered into on this 3<sup>rd</sup> day of September, 2019, between the City of Kennewick, a municipal corporation (hereinafter "Seller" or "City") and A-1 Pearl, LLC and/or assignee (hereinafter "Purchaser") for establishing the terms and conditions for the sale of real property (hereinafter "Parcel A") totaling approximately 3.56 acres (155,269 sq. ft.) legally described as set forth in Exhibit A and an Option to Purchase real property (hereinafter "Parcel B") which is described as set forth in Exhibit B.

### RECITALS

WHEREAS, Seller is the owner of real property located in Benton County, Washington, which real property is described more particularly in Exhibit A and Exhibit B; and

WHEREAS, Seller wishes to sell Parcel A and an Option to Purchase Parcel B, for the purposes of a public private partnership for the expansion of the Three Rivers Convention Center, the construction of a second hotel connected to the expansion, as well as the construction of complimentary mixed use facilities. Purchaser wishes to purchase such property under certain terms and conditions as set forth below; NOW, THEREFORE,

The parties covenant and agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Purchaser agrees to purchase:
  - (a) That certain parcel of real property described in Exhibit A which is attached hereto and incorporated herein by reference, hereinafter referred to as Parcel A.
  - (b) All development rights relating to Parcel A; (i) all rights to obtain utility service in connection with the real property; (ii) assignable licenses and other governmental permits and permissions relating to the real property and the operation thereof.
  - (c) The land, improvements, and appurtenances which constitute Parcel A are hereafter collectively defined as the "Real Property." All of the Property described in Exhibit A is hereinafter collectively referred to as "Parcel A."
  - (d) In addition to the sale of Parcel A, the Seller hereby grants the Purchaser an Option to Purchase Parcel B which is approximately 235,000 square feet in size, and described in Exhibit B which is also attached and incorporated herein by reference. The Option granted herein will be for a term of five years commencing upon the closing of Parcel A. During the five-year term of the Option, the Seller agrees to make available and the Purchaser will have the right to purchase Parcel B for \$7.00 per square feet for the sum of \$1,645,000, to be readjusted based on \$7.00 per square foot of the property described in Exhibit B, minus a redevelopment credit of \$450,000, the net amount thereof being the Purchase Price, the actual purchase price will be based off the final acreage mutually agreed

upon by Seller and Purchaser. The Parties agree that under no circumstances shall the net amount of the Purchase Price due from Purchaser to Seller pursuant to this Option exceed \$5.00 per square foot of the property legally described in Exhibit B and should impact fees, latecomers fees or other City related fees increase prior to Closing, the redevelopment fee shall be increased to compensate for that so that the net Purchase Price does not exceed this agreed maximum. Purchaser may exercise the Option when the funding is secured by the Purchaser to build three residential towers with 800 units with full amenities on Parcel B.

- (e) If the conditions listed in Section 3 of this Agreement are met, the Purchaser intends to construct on Parcel A, a high quality convention hotel facility, a retail structure and required surface parking for these new facilities.

- 2. Purchase Price and Method of Payment. The purchase price for Parcel A is \$1,086,883, which is calculated at \$7.00 per square foot, to be readjusted based on \$7.00 per square foot of the property legally described in Exhibit A, less a redevelopment fee of six hundred thousand dollars (\$600,000), the net amount thereof being the Purchase Price. The Seller represents that the Property totals approximately 155,269 square feet (3.56 acres). The Parties agree that under no circumstances shall the net amount of the Purchase Price due from Purchaser to Seller, pursuant to this Agreement, exceed \$3.00 per square foot of the property legally described in Exhibit A and should impact fees, latecomers fees or other City related fees increase prior to Closing, the redevelopment fee shall be increased to compensate for that so that the net Purchase Price does not exceed this agreed maximum.

The price for the Option to Purchase Parcel B is \$5,000.

Escrow. Within 30 days following execution of this Agreement the Purchaser will deposit \$5,000 in earnest money for the purchase of Parcel A, and an additional \$5,000 for the Option to Purchase Parcel B, in escrow with Chicago Title Company which the parties have agreed will act as the closing agent.

- 3. Conditions for Closing Sale. The Purchaser and Seller agree to a 24-month due diligence period which will commence upon the effective date of this Agreement and that closing for the sale of Parcel A and the Option to Purchase Parcel B is contingent upon the following:
  - (a) Purchaser and Seller agree that closing of the sale of Parcel A and the Option to Purchase Parcel B noted above is contingent upon the Purchaser acquiring the EB-5 and bank financing necessary to construct at its sole cost the project described as follows; (1) a seven-story high quality convention hotel facility, equivalent to an upper mid-scale hotel; (2) a retail structure of approximately 40,000 square feet; and (3) the required surface parking to support these additional structures with a reciprocal parking agreement with the City and related to the Convention Center expansion parcel, in a form reasonably acceptable to both Parties. The hotel facility will provide a restaurant, spa, outdoor swimming pool and other associated amenities. If the Purchaser is unsuccessful in acquiring

the funds necessary to construct its share of the project, this Agreement shall terminate.

- (b) The parties agree financing for the expansion of the Convention Center can occur only through a vote of the City Council. The parties agree that if Seller does not secure the financing for the public portion of the project within 12 months of the execution of this Agreement, and Purchaser elects to purchase Parcel A, the Purchaser may construct the retail structure and the required parking first and delay construction of the hotel facility until such a time as the Seller secures its financing for the Convention Center expansion. The parties agree that if Parcel A is sold to Purchaser without the Seller securing financing for the public portion of the project prior to closing, Parcel A will be conveyed subject to a deed restriction limiting the use of the property to only the hotel connected to the future expansion of the Convention Center, the 40,000 square foot retail structure, and the required parking as depicted in Exhibit C. The Parties agree the deed restriction will be in effect for a period of 12 months. If within 12 months of closing, the Seller is unable to secure the financing for the expanded Convention Center, the Seller agrees to remove the deed restriction for Parcel A. If the Seller removes the deed restriction, the Purchaser will be under no obligation from that point forward to construct a hotel on Parcel A and the parties agree they will work together to modify the Purchaser's master plan for the redevelopment of Parcel A with uses which are complimentary to a future expansion of the Convention Center.
- (c) Purchaser and Seller agree that closing for Parcel A, and the Option to Purchase Parcel B, is also contingent upon the parties executing the following Agreements:
  - (i) A Development Agreement to control the construction of the various phases of the project; and
  - (ii) A Reciprocal Parking Agreement to address the parking for the new structures as well as the shared parking for the Three Rivers Entertainment campus.

If the parties fail to execute either of these two Agreements before the expiration of the due diligence period, the proposed sale will not proceed to closing and this Agreement shall terminate.

- 4. Termination, Indemnification, Defense and Hold Harmless. In the event this Agreement is terminated for failure to meet the conditions noted in Section 3(a) or (c), the Purchaser and Seller agree to the following terms: The Purchaser accepts the risk associated with obtaining the EB-5 and bank financing it requires to fund its share of the project. Purchaser acknowledges that by entering into this Purchase and Sale Agreement, the Seller is not agreeing to pay for or share in the debt or costs incurred by the Purchaser to obtain its financing. The Purchaser and Seller agree that if this Purchase and Sale Agreement is terminated for failing to meet the contingencies listed in paragraphs 3(a) or (c), the Purchaser will defend, indemnify and hold harmless the Seller against any claims related to any debt or contract obligations incurred by the Purchaser to acquire funding.

The Seller agrees to hold the Purchaser harmless and each party will be responsible for their own costs incurred both prior to and during the 24-month due diligence period. Upon termination of this Agreement, the Purchaser's sole remedy will be the refund of its earnest money deposit and payment for the Option to Purchase Parcel B.

5. Survey. The Seller shall, at Seller's expense, within 45 days following the execution and delivery of the Purchase and Sale Agreement to the Title Company, provide a current survey acceptable to both Purchaser and Title Company. The purchase price is based on the Seller's representation that the area of Parcel A is 155,269 square feet.
6. Title and Preliminary Commitment.
  - (a) Title to Parcel A is to be insurable at closing under terms of the title policy required to be delivered by Seller under the terms hereof. All title insurance charges for the policy referenced in paragraph 6(b) below in the amount of the purchase price shall be paid by Seller, except for the cost of any special endorsements requested by Purchaser and cancellation fees shall be paid by Purchaser.
  - (b) Within 45 days from the last party's execution of this Agreement, Seller shall furnish Purchaser with a preliminary report/commitment from Chicago Title for an ALTA owner's extended coverage policy of title insurance with respect to the Real Property, together with a copy of each document forming the basis for each exception referenced therein. Purchaser shall advise Seller of any title objections after its receipt of the report/commitment or its receipt of any supplement thereto reflecting the Escrow Agent's receipt and review of the survey necessary to remove all survey exceptions or conditions in the title commitment. If within 45 days after its notice to Seller, Purchaser has not received evidence satisfactory to it that such unsatisfactory items can and will be removed at or prior to closing at Seller's sole cost and expense, then Purchaser may elect to (i) terminate this Agreement and receive a full refund of the deposit, (ii) waive such defects, or (iii) continue this Agreement in effect pending their removal. Removal of unsatisfactory items or their waiver shall be a condition of closing. If Purchaser does not make an election within 45 days of its notice to Seller, Purchaser shall be deemed to have waived the defects.
7. Inspection Period:
  - (a) Between the effective date of this Agreement and closing, or the earlier termination of this Agreement, Purchaser and its authorized agents, contractors, and consultants, shall have the right to go upon Parcel A at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Purchaser's sole cost and expense, to prepare such reports, tests, and studies as Purchaser deems appropriate, including, but not limited to, surveys, soil tests, engineering studies and environmental tests. Before conducting any invasive or intrusive testing such as borings or test holes, Purchaser shall give Seller at least 48 hours prior written notice, and shall coordinate the date and time

of such testing to enable Seller's representatives and/or consultants to be present to take duplicate samples and record the methods used by the Purchaser's consultants. The Purchaser's inspection period shall not exceed 24 months from the effective date of the Agreement unless otherwise agreed to by both parties in writing.

- (b) Purchaser agrees to repair any damage to Parcel A resulting from any activities of Purchaser or its agents or consultants on the property before closing. Purchaser agrees to defend, indemnify and hold the Seller harmless from any and all damages, expenses, claims, or liabilities (including, but not limited to, attorney's fees and costs) arising out of any activities of Purchaser or its agents or consultants on or about Parcel A before closing, except to the extent that the same results from the Seller's negligence. Purchaser shall not be liable for any inspection claim resulting from Purchaser's discovery of any pre-existing condition (including, but not limited to, the existence of any hazardous materials) in, on, under or about Parcel A or any exacerbation of a pre-existing condition in, on, under or about Parcel A, except to the extent that the exacerbation results from the negligent act or omission of Purchaser or its agents or consultants.
- (c) Within 45 days following the last party's execution of this Agreement, Seller shall provide Purchaser with the title commitment described in paragraph 6 above, together with all relevant documents relating to Parcel A, including, but not limited to, copies of all easement, parking, service, maintenance or management agreements with respect to all or portions of Parcel A; and all existing surveys, soil studies, engineering studies, environmental studies and other reports and studies relating to Parcel A or its use or development in the possession of Seller.
- (d) Purchaser shall have 24 months from the date the last party executes this Agreement (the "Due Diligence Period") within which to conduct an examination of Parcel A, including examinations of title, engineering tests, soils tests, water percolation tests, ground water tests, environmental examinations, market studies, appraisals, and any other tests or inspections which Purchaser shall have deemed necessary or desirable for the purpose of determining whether Parcel A is suitable for uses permitted in the Commercial Regional zone. On or before the expiration of the Due Diligence Period, the Purchaser shall notify Seller in writing, with a copy to Escrow Agent, whether Purchaser intends to purchase Parcel A or terminate this Agreement. If the contingencies in Section 3 of this Agreement have been met and Purchaser elects to purchase Parcel A, then the Due Diligence Period shall terminate and Purchaser's obligation to purchase and Seller's obligation to sell the Property shall remain, subject to the other terms and conditions of this Agreement. If Purchaser elects not to purchase Parcel A, then this Agreement shall be void and of no further force and effect, and the deposit shall be returned to Purchaser. In the event Purchaser fails to notify Seller in writing of its election to purchase Parcel A or terminate this Agreement prior to the expiration of the Due Diligence Period, then Purchaser shall be deemed to have elected to terminate this Agreement.

8. Pro-rations. Real Property taxes, water and other utility costs for the month of closing, shall be prorated as of closing.
9. Possession. Purchaser shall be entitled to possession of Parcel A at closing, subject only to the rights, if any, of tenants in possession under any leases.
10. Closing. Subject to the removal of contingencies described in Section 3, the sale shall be closed in escrow with the Escrow Agent within 45 days following the removal of contingencies. At closing Seller will deposit in escrow a duly executed statutory warranty deed covering Parcel A; a FIRPTA affidavit; such agreements, if any, as may be necessary to resolve any contingencies; and all other documents and monies required of it to close this transaction in accordance with the terms hereof. All such documents shall be in form satisfactory to Seller's and Purchaser's respective counsel.
11. Closing Costs. Seller shall pay excise, transfer, sales and other taxes incurred in connection with the sale, the title insurance premium for the owner's extended coverage title policy (together with all related abstracting, documentation and report charges and attorneys' fees), recording fees on the deed and assignments and one-half of the escrow fee. Purchaser shall pay one-half of the escrow fee (excluding cancellation charges). Purchaser will pay the fees of experts retained by it. Each party shall bear its own attorneys' fees, except as otherwise expressly provided herein.
12. Reversionary Clause and Right to Reclaim Parcel A.
  - (a) Parcel A is being sold to Purchaser in anticipation of the construction of a Full Service Hotel to support an expanded Three Rivers Convention Center as described in Section 3, a retail structure and the required parking for Purchaser's facilities, consistent with the architectural renderings attached to this Agreement as Exhibit C.
  - (b) If Seller is able to secure the financing for the expansion of the Convention Center as described in Section 3(b), the parties agree to abide by the following reversionary provision:
    - (i) If the Purchaser does not complete construction of the Hotel and obtain a Certificate of Occupancy within 60 months of closing, the Seller reserves the right to reclaim title to Parcel A. The Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to reconvey title to the Seller within 90 days of receipt of notification of Seller's decision to seek reconveyance of Parcel A, and the Seller will refund the original purchase price to the Purchaser. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives 60 months after closing or until such time as Certificate of Occupancy is obtained, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. This reversionary clause shall survive the delivery of the Deed, but shall automatically lapse upon expiration of the time

periods herein and Seller shall execute such further documents as Purchaser shall request to release same.

- (c) If Parcel A is sold to the Purchaser without the Seller securing financing for the expansion of the Convention Center as described in Section 3(b) the parties agree to abide by the following reversionary provision:
  - (i) If within 12 months of closing on Parcel A the Seller secures the financing to construct the public portion of the project, it will notify the Purchaser of its intent to proceed with construction of the Convention Center expansion. The Purchaser will then have 18 months to submit plans and apply for a building permit to construct the hotel which will be connected to the expanded portion of the Convention Center. If the Purchaser fails to obtain a building permit for the hotel within 18 months, the Seller reserves the right to reclaim title to Parcel A. Purchaser agrees to reconvey title to the Seller within 90 days of receipt of notification of Seller's decision to seek reconveyance of Parcel A, and the Seller will refund the original purchase price to the Purchaser. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives sixty (60) months after closing or until such time as the Purchaser obtains a building permit for the hotel at which time such right expires and is of no effect.
- 13. Counterparts. This Agreement may be signed in counterparts which, taken together, shall constitute the complete Agreement.
- 14. Actions During Term. During the term hereof, Seller shall not enter into any lease or other agreement affecting Parcel A or Parcel B or its operation, or modify, extend or otherwise change the terms of any lease or other agreement affecting the Property or its operation or otherwise permit any change in the status of title to the Property without Purchaser's prior written consent.
- 15. Seller's Warranties; Indemnity. Seller makes the following representations and warranties, which shall be deemed remade as of the closing date:
  - (a) The Property and improvements are not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, private restriction, zoning or environmental restriction.
  - (b) Other than the obligations noted in Sections 3 and 12, there are no obligations in connection with the Property, which will be binding upon Purchaser after closing other than liability for the payment of real estate taxes and utility charges.
  - (c) There are no claims, actions, suits or governmental investigations or proceedings existing or, to the best of Seller's knowledge, threatened against or involving Seller or the Property (including, without limitation, any condemnation or

eminent domain proceeding or matter related to the formation of or assessment by a local improvement district) and Seller has received no written notice thereof.

- (d) All insurance policies now maintained on the Property will be kept in effect, up to and including the closing. Seller has received no notice from any insurance company or rating organization of any defects in the condition of the Property or of the existence of conditions which would prevent the continuation of existing coverage or would increase the present rate of premium.
- (e) Subject to the Reciprocal Parking License Agreement, the Property has full and free access to and from the nearest presently existing public highways, streets or roads adjoining or situated on the Property subject to location review and approval by the City Traffic Engineer which shall not be unreasonably withheld.
- (f) There are no leases affecting the Property.
- (g) All such representations and warranties shall be reaffirmed by Seller as true and correct as of the Closing Date and shall survive the Closing for a period of two (2) years.

If, prior to closing, Seller becomes aware of any fact or circumstance which would change a representation or warranty, then Seller will immediately give notice of such changed fact or circumstance to Purchaser, but such notice shall not relieve the Seller of its obligations hereunder.

16. Environmental Indemnification.

- (a) Seller will defend, indemnify, and hold Purchaser and its partners, agents and employees and assignee (collectively, the "Indemnified Parties") harmless from and against any and all claims, obligations, damages, causes of action, costs and expenses, losses, fines, penalties, and liabilities, including, without limitation, attorneys' fees and costs, imposed upon or incurred by or asserted against an Indemnified Party arising out of or in connection with the occurrence of any of the following: (i) prior to closing: (A) any Environmental Matter affecting or relating to the Property arising out of Seller's use and ownership of the Property; or (B) any violation of any Environmental Law by Seller with respect to the Property; and (ii) subsequent to closing: (C) the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Substance in, on or under the Property by Seller; or (D) any violation of any Environmental Law by Seller with respect to the Property. Seller shall also be responsible for all costs, expenses, fines, and penalties arising out of or in connection with the investigation, removal, remediation, clean-up, and restoration work resulting from the matters described in the preceding sentence. Seller's obligations under this Section 16 shall survive closing.
- (b) "Environmental Laws" shall mean any federal, state or local laws, ordinance, permits or regulations, or any common law, regarding health, safety, radioactive

materials or the environment, including but not limited to, the following federal statutes: Clean Air Act (42 U.S.C. §§ 7401 et seq.) (“CAA”), Clean Water Act (33 U.S.C. §§ 1251 et seq.) (“CWA”), Resource Conservation and Recovery Act (42 U.S.C. §§ 6091 et seq.) (“RCRA”), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), Emergency Planning and Community Right-To-Know Act (41 U.S.C. §§ 11001 et seq.) (“EPCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) (“SDWA”), Hazardous Material Transportation Act of 1975 (49 U.S.C. §§ 1801 et seq.) (“HMTA”), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.) (“TSCA”), Endangered Species Act of 1973 (16 U.S.C. §§ 1531 et seq.) (“ESA”), Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.) (“FIFRA”), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.) (“OSHA”), the Washington Model Toxics Control Act (RCW Chapter 70.150D) (“MTCA”), or the Hazardous Waste Management Act (RCW Chapter 70.105) (“HWMA”), each as amended, and any regulations promulgated thereunder, guidance and directives issued with respect thereto, or policies adopted by the applicable authorities thereunder.

- (c) “Hazardous Substances” shall mean: (i) any radioactive materials; (ii) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any Environmental Law; or (iii) any substance or material for which standards of conduct are imposed under any Environmental Law. Without limiting the generality of the foregoing, “Hazardous Substances” shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; radon; and any substances defined as “hazardous waste,” “hazardous substances,” “pollutants or contaminants,” “toxic substances,” “hazardous chemicals,” “hazardous pollutants,” or “toxic chemicals “under the CAA, CWA, RCRA, CERCLA, EPCRA, SDWA, HMTA, TSCA, OSHA, MTCA or HWMA.
- (d) “Environmental Matter” shall mean any of the following: (i) the release of any Hazardous Substance on or at the Property or any other property; (ii) the migration of any Hazardous Substance onto or from the Property; (iii) the environmental, health or safety aspects of transportation, storage, treatment, handling, use or release, whether any of the foregoing occurs on or off the Property, of Hazardous Substances in connection with the operations or past operations of the Property; (iv) the violation, or alleged violation with respect to the Property, of any Environmental Law, order, permit or license of or from any governmental authority, agency or court relating to environmental, health or safety matters; (v) the presence of any underground storage tanks within the confines of the Property; (vi) the presence of wetlands within the confines of the Property; (vii) the presence of any endangered species on, in or around the Property; or (viii) soil, groundwater and surface conditions on, in or around the Property which may have an adverse affect upon the use or value of the Property.

17. Costs and Expenses. Except as otherwise expressly provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.
18. Notices. All notices provided for herein may be delivered in person, sent by commercial overnight courier, telecopied or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time-to-time direct:

Seller: City of Kennewick  
P.O. Box 6108  
Kennewick, WA 99336  
Attn: Marie Mosley, City Manager  
Fax: (509) 584-4445

Purchaser: A-1 Pearl, LLC  
21505 Cottonwood Drive  
Richland, WA 99352  
Attn: Vijay Patel, Manager  
Fax: (509)

19. Miscellaneous.
- (a) Further Documentation. Each of the parties agree to execute, acknowledge, and deliver upon request by the other party, any document which the requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party than is otherwise imposed hereunder.
- (b) Headings. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- (c) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Pacific Time.
- (d) Time of Essence. Time is of the essence of this Agreement.
- (e) Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

- (f) Exhibits. The Exhibits referred to herein and attached to this Agreement are incorporated herein as if set forth in full.
  - (g) Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
  - (h) Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.
20. Attorneys' Fees. If any lawsuit or arbitration arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to receive from the losing party, the substantially prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.
21. Waiver. No waiver of or change in any terms of this Agreement shall be binding on Seller unless in writing signed by the Seller.
22. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
23. Facsimile Signatures. Each party (a) has agreed to permit the use, from time-to-time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement; (b) intends to be bound by its respective telecopied signature; (c) is aware that the other will rely on the telecopied signature; and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy.
24. No Third Party Rights. No party, other than the Seller and Purchaser described in this Agreement has any rights or remedies under this Agreement.
25. Non-Assignment. In as much as the Seller is relying on the experience, skill, judgment and qualifications of Purchaser, the Purchaser may not assign its rights, or delegate its obligations under this Agreement without prior written consent of the Seller, which shall not be unreasonably withheld.
26. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.



STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the 4<sup>th</sup> day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VIJAY PATEL to me known to be the Manager of A-1 Pearl, LLC. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and that the seal affixed is the corporate seal of said limited liability company.

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



Jacquelyn L. Aman  
Notary Public in and for the State of Washington,  
residing at Kennelworth  
My Commission Expires: 8/1/21.

# Exhibit A

# EXHIBIT A

## LOT 2 LEGAL DESCRIPTION AFTER ADJUSTMENT (A PORTION OF PARCELS 2 AND 4, RECORD OF SURVEY 5218)

A PARCEL OF LAND LOCATED IN A PORTION OF PARCELS 2 AND 4, ACCORDING TO RECORD OF SURVEY 5218, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5218, RECORDS OF BENTON COUNTY, WASHINGTON LYING IN A PORTION OF THE WEST-HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE POINT OF BEGINNING OF THE LOT TO BE DESCRIBED, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 4 AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WEST GRANDRIDGE BOULEVARD THAT IS 31.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, NORTH 69°20'09" WEST, 348.43 FEET;

THENCE SOUTH 44°01'12" WEST, 67.68 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4;

THENCE CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 FOR A DISTANCE OF 259.10 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 3

(RECORD OF SURVEY 5218);

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 AND CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3 FOR A DISTANCE OF 204.97 FEET;

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3, SOUTH 45°01'45" EAST, 113.00 FEET;

THENCE NORTH 44°01'12" EAST, 317.04 FEET;

THENCE SOUTH 45°01'45" EAST, 319.78 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, ALONG THE ARC OF A 969.00-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 52°09'25" WEST) THROUGH A CENTRAL ANGLE OF 22°27'07" FOR AN ARC LENGTH OF 379.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 26°37'01" EAST, 377.29 FEET TO THE POINT OF BEGINNING AND THE END OF THIS LEGAL DESCRIPTION.

CONTAINING: 3.50 ACRES, MORE OR LESS.

**ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.**

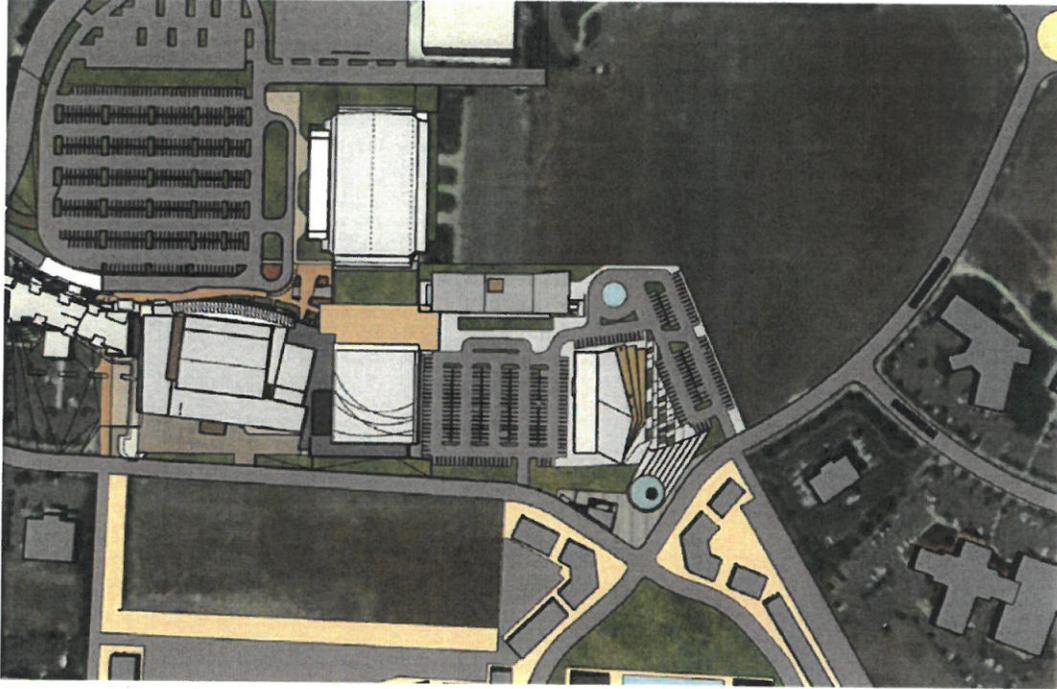
# Exhibit B



# Exhibit C

EXHIBIT C (1 OF 2)

Phase I Site Plan Aerial



Phase I Site Plan Ortho View

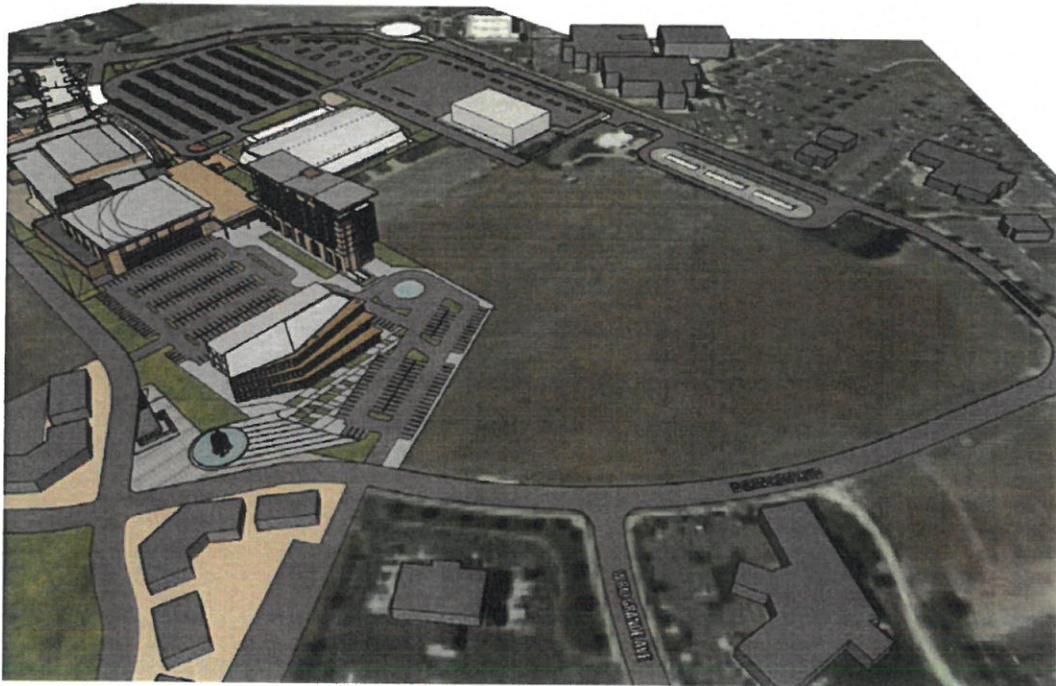
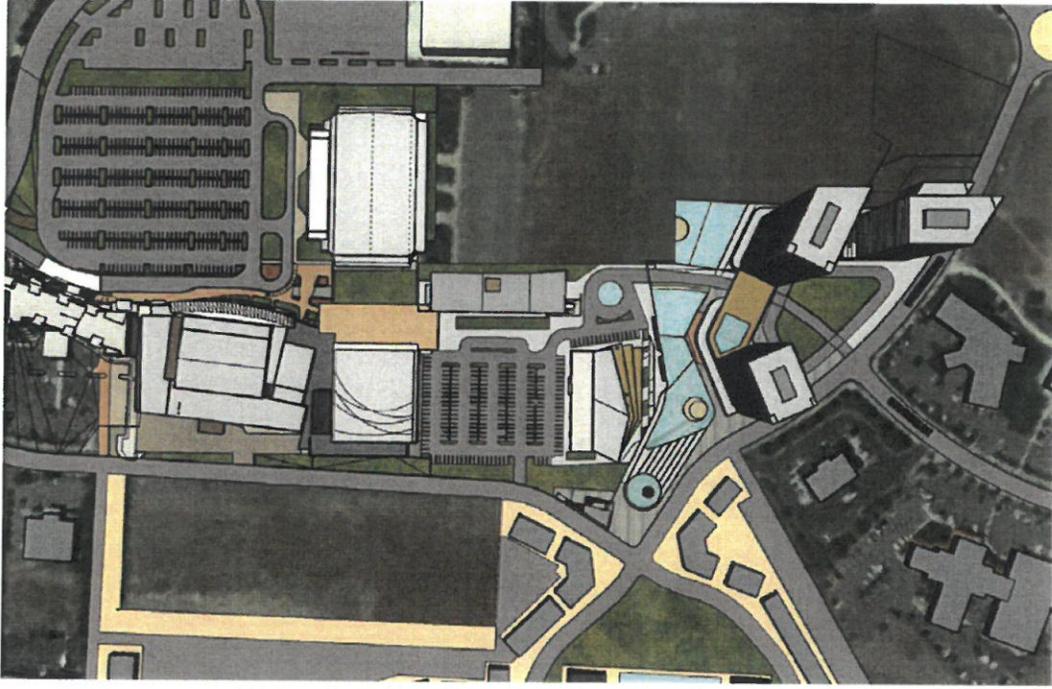


EXHIBIT C (2 OF 2)

Phase I and II Site Plan Aerial



Phase I and II Site Plan Ortho View



# Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	12/17/2019
Agenda Item Type	Ordinance		
Subject	COZ 19-04 Kennewick School District (RH to PF)		
Ordinance/Reso #	5846	Contract #	
Project #	COZ 19-04	Permit #	PLN-2019-03012
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input checked="" type="checkbox"/>

## Recommendation

The Planning Commission recommends approval of COZ 19-04.

## Motion for Consideration

I move to adopt Ordinance 5846.

## Summary

The Kennewick School District has applied to change the zoning of a 0.27 acre lot from Residential, High Density (RH) to Public Facility (PF). The PF zone is an implementing zoning district of the Public Facility Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 5801 W. Hildebrand Blvd. The adjacent properties are zoned RH, PF and Residential, Low Density (RL).

The Planning Commission held a public hearing to review the proposal on December 2, 2019. At the hearing, staff presented an overview of the staff report. The applicant provided testimony on the proposal. No other parties spoke on the proposal. The Planning Commission voted 4 to 0 to recommend approval of COZ 19-04 to City Council.

## Alternatives

None recommended.

## Fiscal Impact

None at this time.

Through	Anthony Muai Dec 05, 16:09:23 GMT-0800 2019
Dept Head Approval	Gregory McCormick Dec 06, 08:35:18 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 18:00:12 GMT-0800 2019

Attachments:

Presentation
Planning Commission Action Summary
Ordinance
Staff report

Recording Required?

# City Council Meeting

## CHANGE of ZONE COZ 19-04

December 17, 2019



# Application Summary

**Applicant(s)**: Kennewick School District

**Owner**: Same As Above

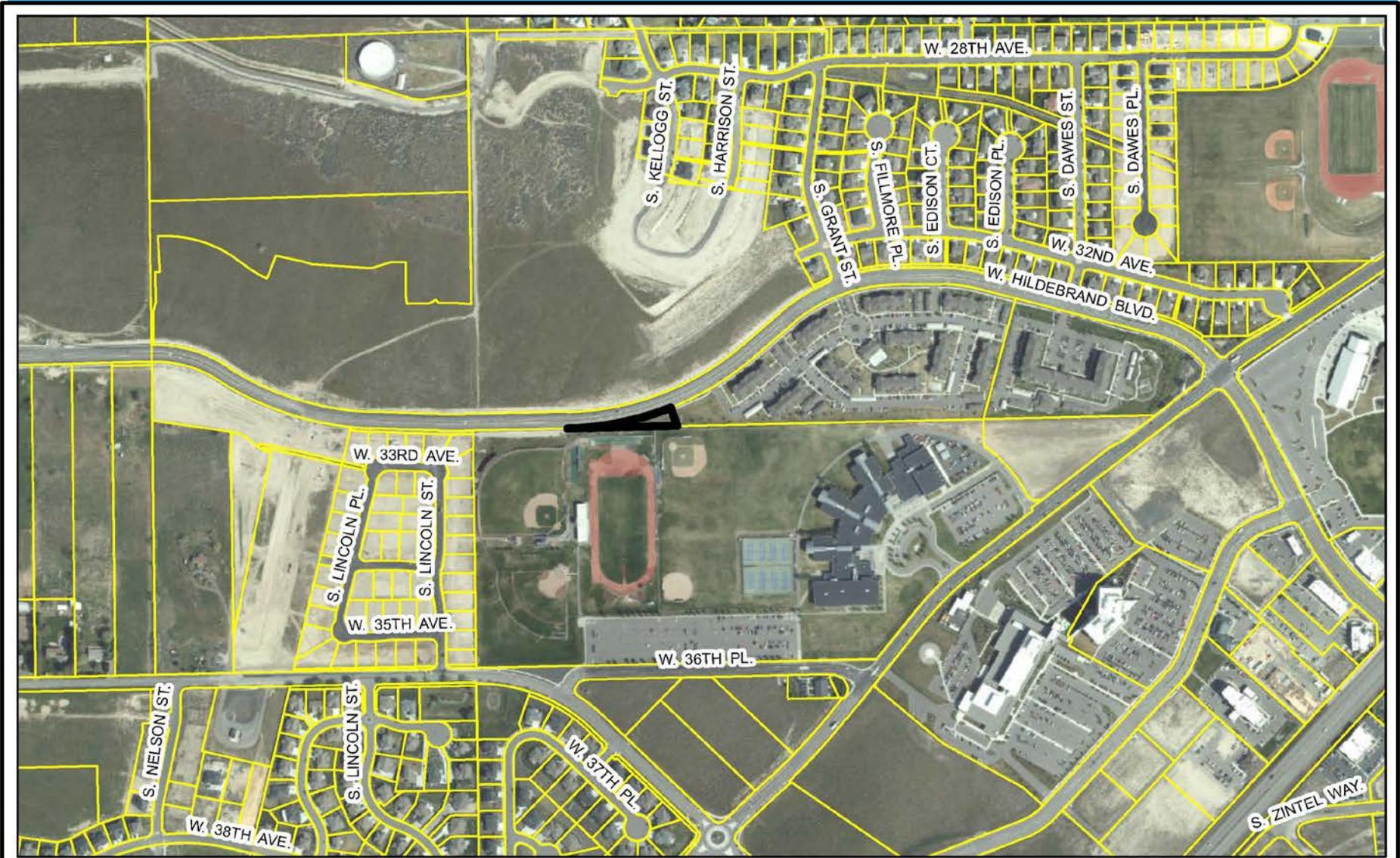
**Proposal**: Rezone 1 parcel from Residential, High (RH) to Public Facility (PF).

**Comprehensive Plan Designation**: Public Facility

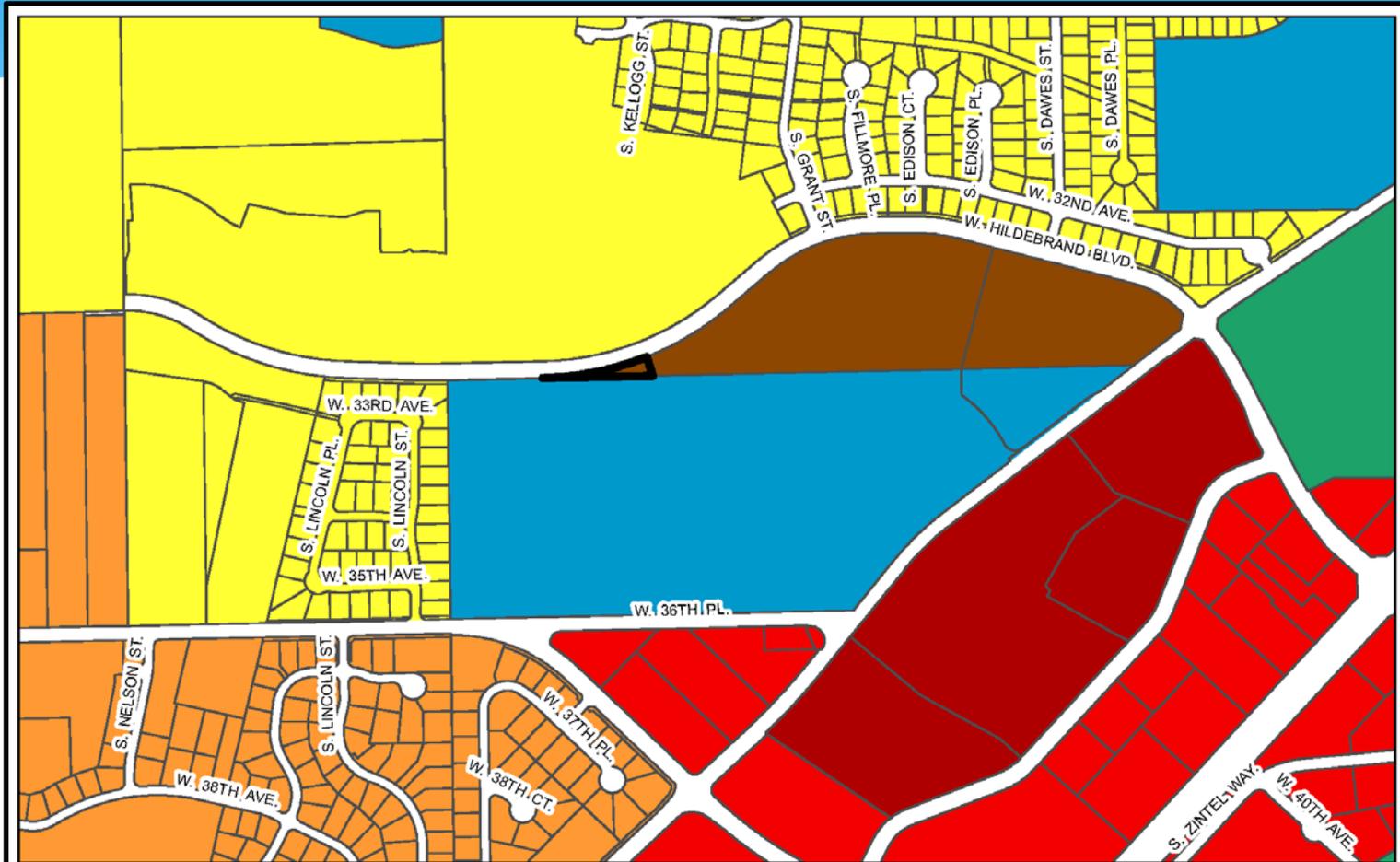
**Location**: 5801 W. Hildebrand Blvd

**Property Size**: 0.27 acres

# Vicinity Map



# Zoning Map



## COZ 19-04/PLN-2019-03012 Kennewick School District

- |   |   |   |
|---|---|---|
|  Commercial, Community |  Open Space        |  Residential, Low      |
|  Commercial, Regional  |  Public Facility   |  Residential, Medium   |
|  Industrial, Light     |  Residential, High |  Residential, Suburban |



# Property History

- On October 15, 2019, the City Council approved Ordinance 5825 and amended the site's land use designation to Public Facility.

# Permitted Uses

The RH zone allows both single-family and multi-family residences.

The PF zone allows for public and quasi- public facilities, including schools and governmental buildings and facilities.

# 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 that the City Council approve COZ 19-04.

CITY OF KENNEWICK  
ORDINANCE NO. 5846

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 5801 WEST HILDEBRAND BOULEVARD FROM RESIDENTIAL, HIGH (RH) TO PUBLIC FACILITY (PF) (COZ 19-04, KENNEWICK SCHOOL DISTRICT)

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 Public Facility (PF) for the real property described as follows:

Parcel No. 1-1689-201-3579-002:

Lot 2, Short Plat No. 3579, as recorded under Auditors File No. 2018-026411, Records of Benton County, Washington.

**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 17<sup>th</sup> day of December, 2019, and signed in authentication of its passage this 17<sup>th</sup> day of December, 2019.

Attest:

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

\_\_\_\_\_  
DON BRITAIN, Mayor

ORDINANCE NO. 5846 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18<sup>th</sup> day of December, 2019.

Approved as to form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_



## COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO  
THE PLANNING COMMISSION

FILE NO: COZ 19-04/PLN-2019-03012

<b>Report Date:</b>	November 15, 2019
<b>Hearing Date &amp; Location:</b>	December 2, 2019, Kennewick City Hall
<b>Report Prepared By:</b>	Anthony Muai, AICP Senior Planner
<b>Report Reviewed By:</b>	Gregory McCormick, AICP Planning Director
<b>Summary Recommendation:</b>	The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-04 be APPROVED.
<b>Summary of Proposal:</b>	A Change of Zone from Residential, High (RH) to Public Facility (PF) for 1 parcel of land 0.27 acres in size.
<b>Proposal Location:</b>	5801 W. Hildebrand Blvd.
<b>Legal Description:</b>	Parcel 1-1689-201-3346-001:  Lot 2, Short Plat No. 3579, as recorded under Auditors File No. 2018-026411, records of Benton County, Washington.
<b>Property Owners:</b>	Kennewick School District 5501 W. Metaline Ave. Kennewick, WA 99336
<b>Applicant:</b>	Kennewick School District 5501 W. Metaline Ave. Kennewick, WA 99336
<b>Regulatory Controls:</b>	Comprehensive Plan – Land Use KMC Title 4 – Administrative Procedures KMC Title 18 – Zoning Washington State Environmental Policy Act

**COZ Key Application Processing Dates:**

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 16, 2019
Determination of Completeness Issued	October 21, 2019
Notice of Application Posted	October 23, 2019
SEPA Determination (Adoption of DNS for CPA 19-01)	July 11, 2019
Date of Mailed Notice of Public Hearing	November 15, 2019
Property Posting Sign for Public Hearing	October 23, 2019
Date of Published Notice of Public Hearing	November 17, 2019

**Exhibits:**

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-03
5. Affidavit of Mailing/Mailing List dated November 15, 2019

**The site is adjacent to the following zoning districts:**

North: Residential, Low (RL)  
East: Residential, High (RH)  
South: Public Facility (PF)  
West: Residential, Low (RL); Public Facility (PF)

**Applicable Goals and Policies of the Comprehensive Plan:**

Capital Facilities Goal 3: Provide adequate facilities and services to serve new and existing development at desired service levels.  
Capital Facilities Policy 3.4: Coordinate planned capital investments across departments and with non-city-managed service providers.

**Kennewick Municipal Code Findings:**

The following findings are required to 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:

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

Staff Response: This site is designated Public Facility in the City’s comprehensive plan. The Public Facility (PF) zone is an implementing zone of the Public Facility land use designation.

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

Staff Response: As stated in the applicant’s application, the proposed rezone will allow the parcel to be combined with the parcel to the south in order to construct a new bus lane for Southridge High School.

3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*

Staff Response: The proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.

4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*

Staff Response: The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

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

Staff Response: Not applicable to the proposed change of zone.

#### **Staff Analysis of Proposal & Discussion:**

The proposed Change of Zone (COZ 19-04) is a request to change the zone of one parcel of land, approximately 0.27 acres in size located at 5801 W. Hildebrand Blvd., from Residential, High (RH) to Public Facility (PF). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-01) that changed the land use designation from High Density Residential to Public Facility.

The Comprehensive Plan Land Use Designation for the subject property is Public Facility. Pursuant to Table 1 of the Comprehensive Plan, the PF zone is an implementing zoning district of the Public Facility Land Use Designation.

Per KMC 18.03.040(21), "The purpose of the PF district is to provide areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities."

This proposal will implement the existing Public Facility land use designation as well as promote the goals and policies of the comprehensive plan.

KMC 18.51.070(2) requires findings to be made to support a change in zoning. The appropriate findings have been made to support this proposed rezoning.

#### **Findings:**

1. The applicant is Kennewick School District, (5501 W. Metaline Ave., Kennewick, WA 99336).
2. The property owner is Kennewick School District (1000 W. 4<sup>th</sup> Ave., Kennewick, WA 99336).
3. The proposed change of zone is for parcels number 1-1689-201-3346-001 (5801 W. Hildebrand Blvd.).
4. The request is to change the zoning from Residential, High (RH) to Public Facility (PF).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.

7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from W. Hildebrand Blvd.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-01/PLN-2019-00449 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were also mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms with the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions:**

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

**Recommendation:**

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-04 and recommend APPROVAL to City Council.

**Motion:**

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-04 and recommend APPROVAL to City Council approval of the request.

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

Exhibit 2

PROJECT # COZ 19-04    PLN- 2019 - 03012    FEE \$ 1063.00

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 \_\_\_\_\_  
Environmental Determination PLN- \_\_\_\_\_ - \_\_\_\_\_    Pre Application Meeting PLN- \_\_\_\_\_ - \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Property Owner (if other than applicant): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**SITE INFORMATION**

Parcel No. \_\_\_\_\_ Acres \_\_\_\_\_ Zoning: \_\_\_\_\_

Address of property: \_\_\_\_\_

Number of Existing Parking Spaces \_\_\_\_\_ Number of Proposed (New) Parking Spaces \_\_\_\_\_

Present use of property \_\_\_\_\_

Size of existing structure: \_\_\_\_\_ sq. ft. Size of Proposed addition/New structure: \_\_\_\_\_ sq. ft.

Height of building: \_\_\_\_\_ Cubic feet of excavation: \_\_\_\_\_ Cost of new construction \_\_\_\_\_

[Benton County Assessor Market Improvement Value:](#) \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

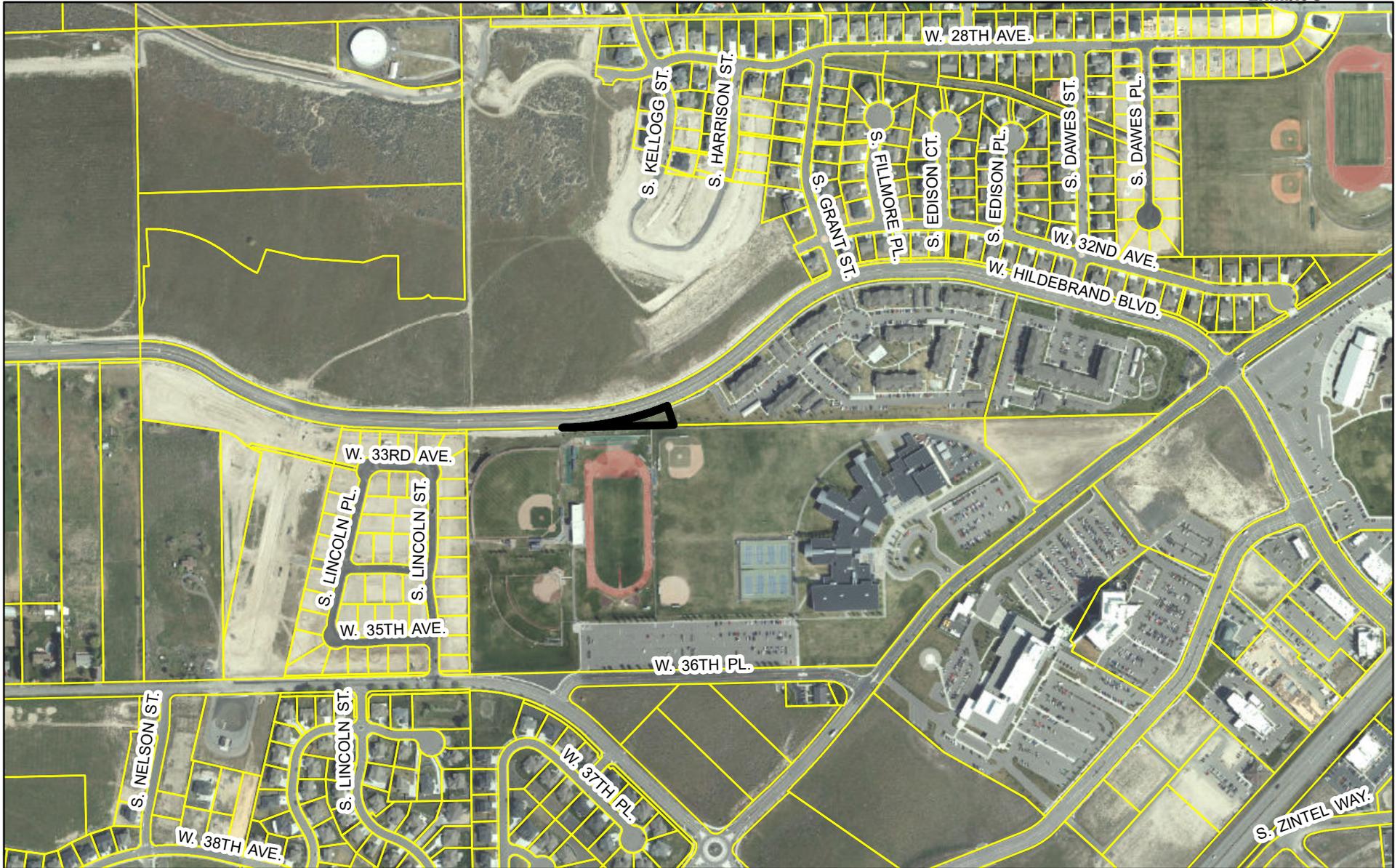
  
\_\_\_\_\_  
Applicant's Signature

  
\_\_\_\_\_  
Signature of owner or owner's authorized representative

Date: \_\_\_\_\_

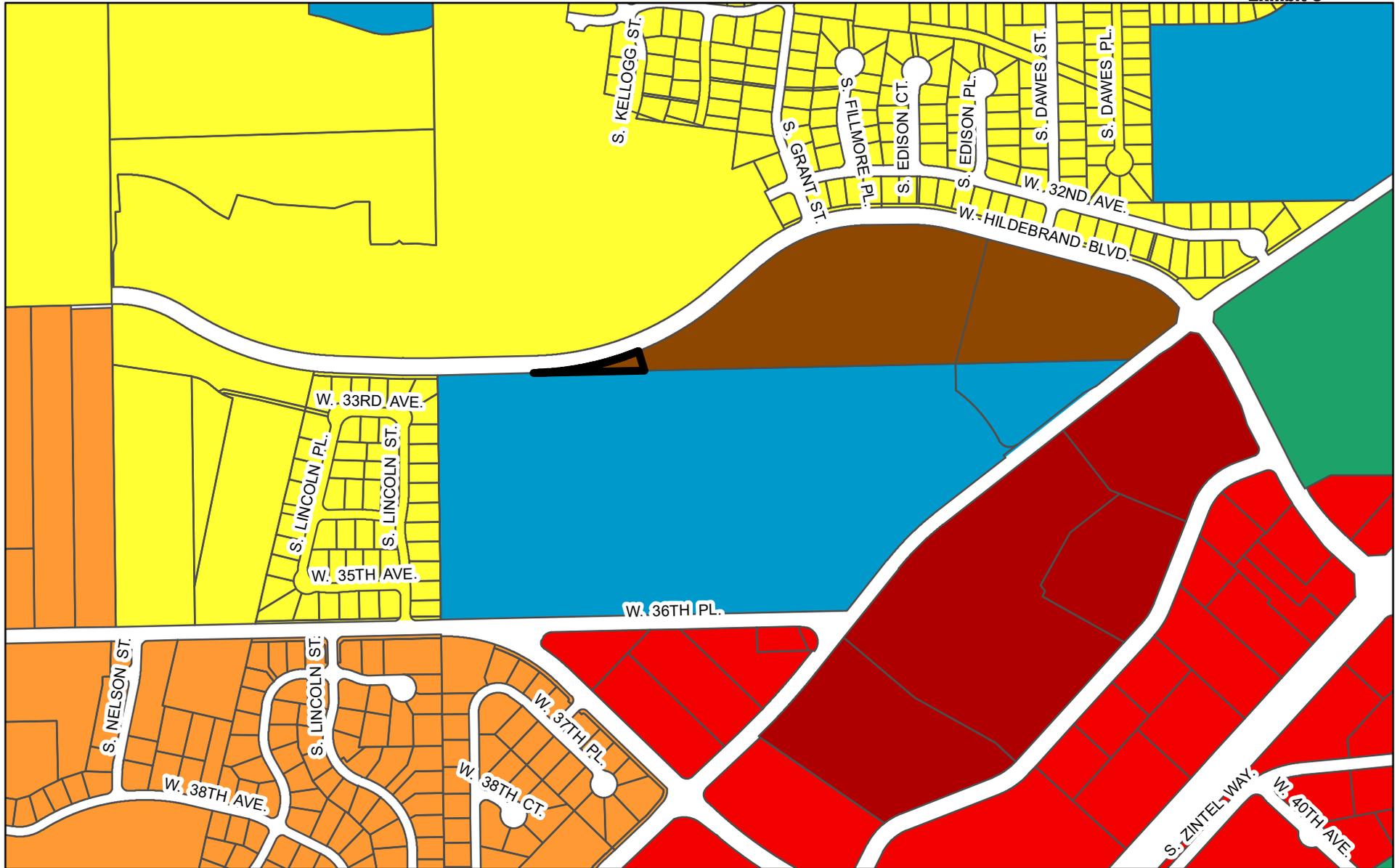






**COZ 19-04/PLN-2019-03012 Kennewick School District**





### COZ 19-04/PLN-2019-03012 Kennewick School District

- |  |   |   |
|--|---|---|
|  Commercial, Community |  Open Space        |  Residential, Low      |
|  Commercial, Regional  |  Public Facility   |  Residential, Medium   |
|  Industrial, Light     |  Residential, High |  Residential, Suburban |





CITY OF KENNEWICK  
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-00449, CPA 19-01

**DESCRIPTION OF PROPOSAL:** A comprehensive plan amendment for 1 parcel to public facilities. After the comprehensive plan is changed, a rezone from the current zoning to public facilities will be submitted; the last step will be to consolidate the parcel with an adjacent parcel through a lot consolidation process.

**PROPONENT:** Kennewick School District

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** 5801 W. Hildebrand Blvd. located at Southridge High School.

**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:** Gregory McCormick, AICP  
**POSITION/TITLE:** Community Planning Director  
**ADDRESS:** 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336  
**PHONE:** (509) 585-4463

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: July 11, 2019

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 mailed to:

- Dept. of Ecology
- WA Dept of Fish & Wildlife
- WSDOT
- Yakama Nation
- CTUIR
- Project File



## NOTIFICATION OF MAILING

I, Melinda Didier, on 11/15, 2019  
Mailed 27 copies of NOAH  
for COZ 19-04  
to Appl./prop. owners w/in 300'

as shown on the attached list.

COZ 19-04 / PLN-2019-03012  
5801 W HILDEBRAND BLVD  
RH TO PF  
KNUTZEN ENGINEERING

Melinda Didier  
Signature

**KENNEWICK PLANNING  
COMMISSION NOTICE OF PUBLIC  
HEARING**

**December 2, 2019 6:30 p.m.**

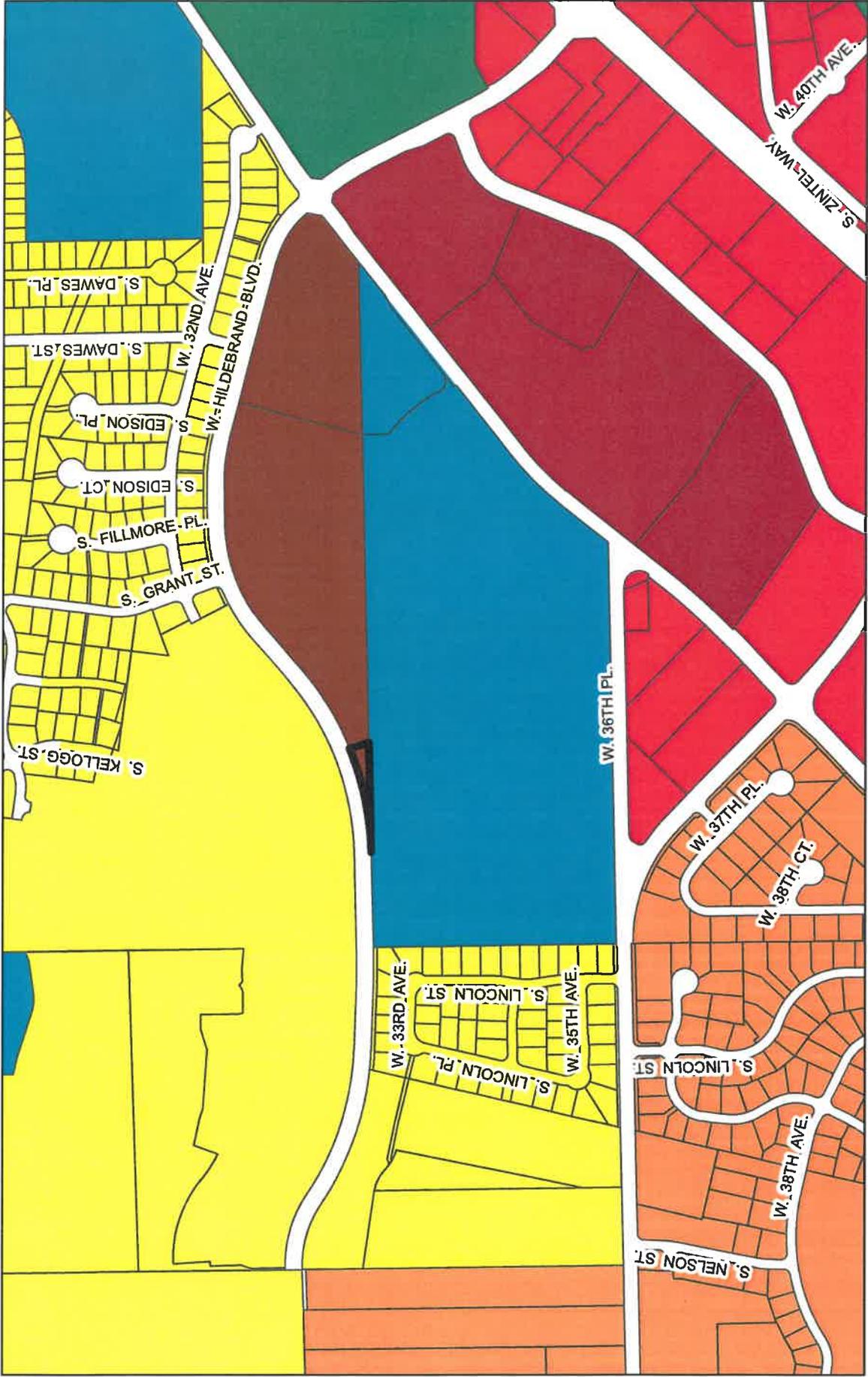
The Kennewick Planning Commission will hold a Public Hearing on December 2, 2019, at City Hall Council Chambers, 210 West 6<sup>th</sup> Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

**Proposal** – COZ 19-04/PLN-2019-03012 – Proposes to change the zoning of 0.27 acres from Residential, High (RH) to Public Facility (PF). The site is located at 5801 W. Hildebrand Blvd.

**Proponent** – Kennewick School District

**Comment Period** – Written comments may be submitted via email to Anthony Muai at [amuai@ci.kennewick.wa.us](mailto:amuai@ci.kennewick.wa.us). Comments may also be mailed to 210 W. 6<sup>th</sup> Ave., Kennewick, WA 99336 on or before the hearing date or presented at the hearing.

The City of Kennewick welcomes full participation in public meetings 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 Melinda Didier at (509) 585-4275 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.



# COZ 19-04/PLN-2019-03012 Kennewick School District

- Commercial, Community
- Commercial, Regional
- Industrial, Light
- Open Space
- Public Facility
- Residential, High
- Residential, Low
- Residential, Medium
- Residential, Suburban

37 RCCH TRIOS HEALTH LLC C/O PROPERTY VALUATION SERVICES 14400 METCALF AVE OVERLAND PARK, KS 66223	37 <b>DUP</b> RCCH TRIOS HEALTH LLC C/O PROPERTY VALUATION SERVICES 14400 METCALF AVE OVERLAND PARK, KS 66223	37 KENNEWICK HOLDINGS LLC C/O PROPERTY VALUATION SERVICES 14400 METCALF AVE OVERLAND PARK, KS 66223
37 KENNEWICK SCHOOL DISTRICT #17, 1000 W 4TH AVE KENNEWICK, WA 99336	37 AFFINITY AT SOUTHRIDGE LLC 120 W CATALDO AVE STE 100 SPOKANE, WA 99201	37 CHURCH OF LATTER DAY SAINTS, 50 E NORTH TEMPLE RM 2225 SALT LAKE CITY, UT 84150-0022
37 CHURCH OF LATTER DAY SAINTS, 50 E NORTH TEMPLE RM 2225 SALT LAKE CITY, UT 84150-0022	37 PORT OF KENNEWICK 101 CLOVER ISLAND DR KENNEWICK, WA 99336	37 <b>DUP</b> PORT OF KENNEWICK 101 CLOVER ISLAND DR KENNEWICK, WA 99336
37 <b>DUP</b> PORT OF KENNEWICK 101 CLOVER ISLAND DR KENNEWICK, WA 99336	37 <b>DUP</b> PORT OF KENNEWICK 101 CLOVER ISLAND DR KENNEWICK, WA 99336	37 DEAN W & PAMELA J CURTIS 5886 W 37TH PL KENNEWICK, WA 99338
37 LOREN C & LORRAINE M WILSON 5862 W 37TH PL KENNEWICK, WA 99338	37 GEORGE H MILLER 5838 W 37TH PL KENNEWICK, WA 99338	37 JIM & JEANNE HAILEY 5814 W 37TH PLACE KENNEWICK, WA 99338
37 RIDGELINE ESTATES ONE HOMEOWNERS ASSOCIATION C/O DEAN CURTIS, TREAS. 5886 W 37TH PL KENNEWICK, WA 99338	37 <b>DUP</b> RIDGELINE ESTATES ONE HOMEOWNERS ASSOCIATION C/O DEAN CURTIS, TREAS. 5886 W 37TH PL KENNEWICK, WA 99338	37 MICHAEL & CHRISTIAN M STORDAHL 1103 S HARRISON ST KENNEWICK, WA 99338
37 TINA & BENITEZ-SOLANO ARTEMIO BENITEZ PO 5276 PASCO, WA 99302	37 KENNEWICK ACQUISITION COMPANY III LLC 15 SW COLORADO STE 1 BEND, OR 97702	37 <b>DUP</b> KENNEWICK ACQUISITION COMPANY III LLC 15 SW COLORADO STE 1 BEND, OR 97702
37 KIRK D. & MADONNA L. MADER 77226 MADER-RUST LN ECHO, OR 97826	37 <b>DUP</b> KENNEWICK SCHOOL DISTRICT #17, 1000 W 4TH AVE KENNEWICK, WA 99336	37 <b>DUP</b> KENNEWICK SCHOOL DISTRICT #17, 1000 W 4TH AVE KENNEWICK, WA 99336
37 P&R CONSTRUCTION, LLC 1312 COUNTRY RIDGE DR RICHLAND, WA 99352	37 PRO MADE CONSTRUCTION LLC 6159 W DESCHUTES AVE STE 509 KENNEWICK, WA 99336	37 ALDERBROOK INVESTMENTS INC 8220 W GAGE BLVD #742 KENNEWICK, WA 99336
37 <b>DUP</b> ALDERBROOK INVESTMENTS INC 8220 W GAGE BLVD #742 KENNEWICK, WA 99336	37 VIKING BUILDERS LLC 19425 E BROADWAY AVE SPOKANE VALLEY, WA 99016	37 <b>DUP</b> VIKING BUILDERS LLC 19425 E BROADWAY AVE SPOKANE VALLEY, WA 99016

37 DUP  
 VIKING BUILDERS LLC  
 19425 E BROADWAY AVE  
 SPOKANE VALLEY, WA 99016

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 SPOKANE VALLEY, WA 99016

37 DUP  
 VIKING BUILDERS LLC  
 19425 E BROADWAY AVE  
 SPOKANE VALLEY, WA 99016

37  
 SG GROUP LLC  
 2415 W FALLS AVE  
 KENNEWICK, WA 99336

37  
 SOUTHRIDGE TRI-CITIES  
 DEVELOPMENT LLC  
 8205 N DIVISION  
 SPOKANE, WA 99208

37 DUP  
 SOUTHRIDGE TRI-CITIES  
 DEVELOPMENT LLC  
 8205 N DIVISION  
 SPOKANE, WA 99208

37  
 INSPIRATION BUILDERS INC  
 241 SUNSET LOOP  
 PASCO, WA 99301

37 DUP  
 SOUTHRIDGE TRI-CITIES  
 DEVELOPMENT LLC  
 8205 N DIVISION  
 SPOKANE, WA 99208

37 DUP  
 SOUTHRIDGE TRI-CITIES  
 DEVELOPMENT LLC  
 8205 N DIVISION  
 SPOKANE, WA 99208

37 DUP  
 SOUTHRIDGE TRI-CITIES  
 DEVELOPMENT LLC  
 8205 N DIVISION  
 SPOKANE, WA 99208

37 DUP  
 INSPIRATION BUILDERS INC  
 241 SUNSET LOOP  
 PASCO, WA 99301

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 KENNEWICK, WA 99336

37 DUP  
 ALDERBROOK INVESTMENTS INC  
 8220 W GAGE BLVD #742  
 KENNEWICK, WA 99336

37  
 P & R CONSTRUCTION LLC  
 6159 W DESCHUTES AVE #508  
 KENNEWICK, WA 99336

37 DUP  
 P & R CONSTRUCTION LLC  
 6159 W DESCHUTES AVE #508  
 KENNEWICK, WA 99336

37 DUP  
 PRO MADE CONSTRUCTION LLC  
 6159 W DESCHUTES AVE STE 509  
 KENNEWICK, WA 99336

37 DUP  
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 KENNEWICK, WA 99336

37 DUP  
 PRO MADE CONSTRUCTION LLC  
 6159 W DESCHUTES AVE STE 509  
 KENNEWICK, WA 99336

37  
 COPPER RIDGE APARTMENTS LLC  
 120 W CATALDO AVE STE 100  
 SPOKANE, WA 99201

37 DUP  
 KENNEWICK SCHOOL DISTRICT #17  
 1000 W 4TH AVE  
 KENNEWICK, WA 99336-5533

COZ 19-04 / PLN-2019-03012  
 5801 W HILDEBRAND BLVD  
 RH TO PF  
 KNUTZEN ENGINEERING

37  
 KNUTZEN ENGINEERING  
 5401 RIDGELINE DR #160  
 KENNEWICK WA 99338

37

**Planning Commission Action Summary**  
**COZ 19-04/PLN-2019-03012**  
**(RH to PF)**

The Kennewick Planning Commission conducted a public hearing on December 2, 2019 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Rettig moved that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request.

**Findings**

1. The applicant is Kennewick School District, (5501 W. Metaline Ave., Kennewick, WA 99336).
2. The property owner is Kennewick School District (1000 W. 4<sup>th</sup> Ave., Kennewick, WA 99336).
3. The proposed change of zone is for parcels number 1-1689-201-3346-001 (5801 W. Hildebrand Blvd.).
4. The request is to change the zoning from Residential, High (RH) to Public Facility (PF).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from W. Hildebrand Blvd.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-01/PLN-2019-00449 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were also mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms with the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions:**

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.

2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone is implements the Comprehensive Plan's Public Facility land use designation.

The motion was seconded by Commissioner Helgeson. The motion passed unanimously, with Commissioners Helgeson, Rettig, Stolle, and Vice Chairman Morris all in favor. Commissioners Hempstead, Moore and Chairman Pacheco were excused.

# Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	12/17/2019
Agenda Item Type	Ordinance		
Subject	COZ 19-05 Kennewick School District (RS to PF)		
Ordinance/Reso #	5847	Contract #	
Project #	COZ 19-05	Permit #	PLN-2019-03013
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input checked="" type="checkbox"/>

### Recommendation

The Planning Commission recommends approval of COZ 19-05.

### Motion for Consideration

I move to adopt Ordinance 5847.

### Summary

The Kennewick School District has applied to change the zoning of a 30.08 acre site from Residential, Suburban (RS) to Public Facility (PF). The PF zone is an implementing zoning district of the Public Facility Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 3500 S. Vancouver St. The adjacent properties are zoned RS, Residential, Low Density (RL) and Open Space (OS).

The Planning Commission held a public hearing to review the proposal on December 2, 2019. At the hearing, staff presented an overview of the staff report. The applicant provided testimony on the proposal. No other parties spoke on the proposal. The Planning Commission voted 4 to 0 to recommend approval of COZ 19-05 to City Council.

### Alternatives

None recommended

### Fiscal Impact

None at this time

Through	Anthony Muai Dec 05, 16:15:23 GMT-0800 2019
Dept Head Approval	Gregory McCormick Dec 06, 08:23:17 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 18:02:17 GMT-0800 2019

Attachments:

- Presentation
- Planning Commission Action Summary
- Ordinance
- Staff Report

Recording Required?

# City Council Meeting

## CHANGE of ZONE COZ 19-05

December 17, 2019



# Application Summary

**Applicant(s):** Kennewick School District

**Owner:** Same As Above

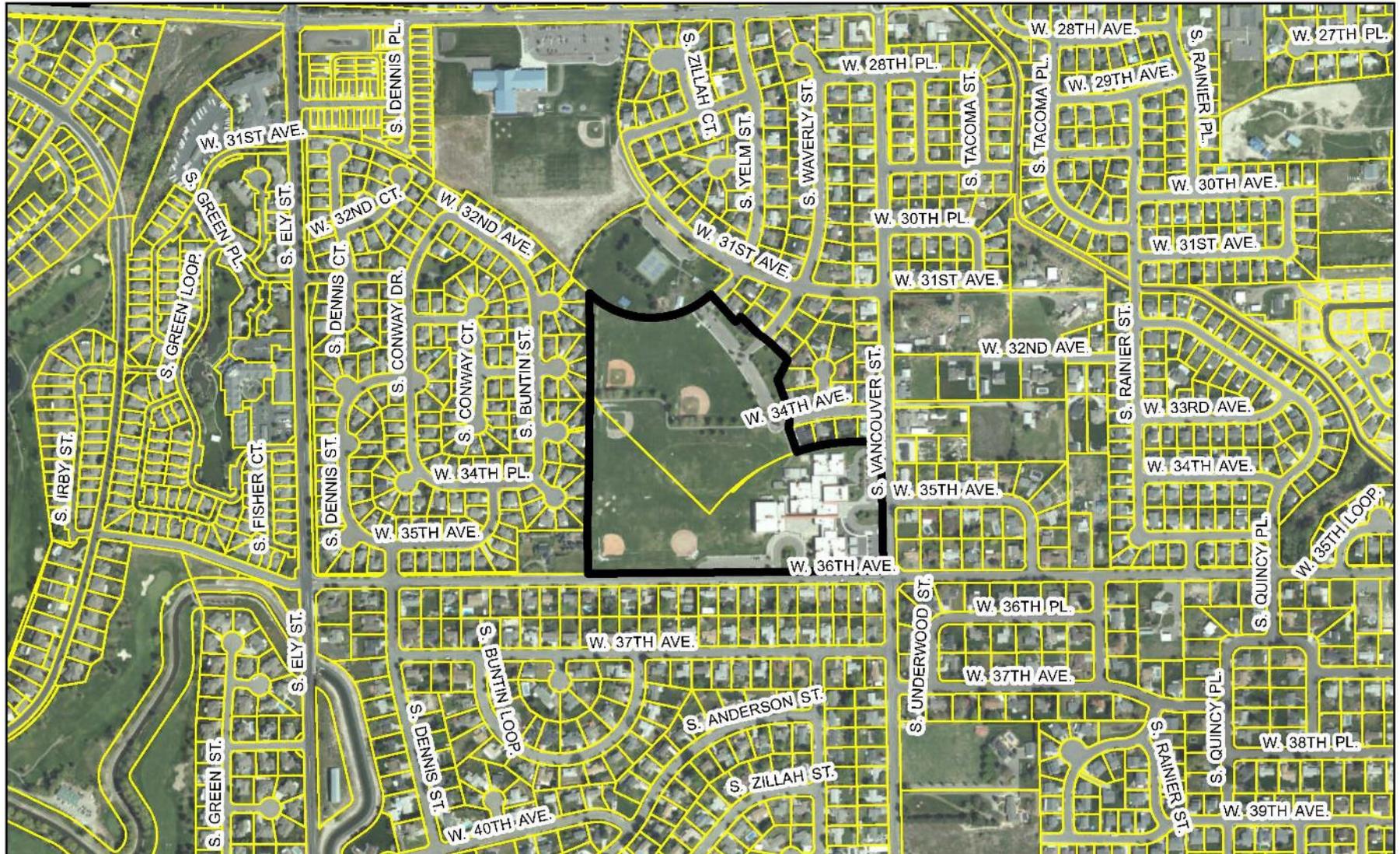
**Proposal:** Rezone site from Residential, Suburban (RS) to Public Facility (PF).

**Comprehensive Plan Designation:** Public Facility

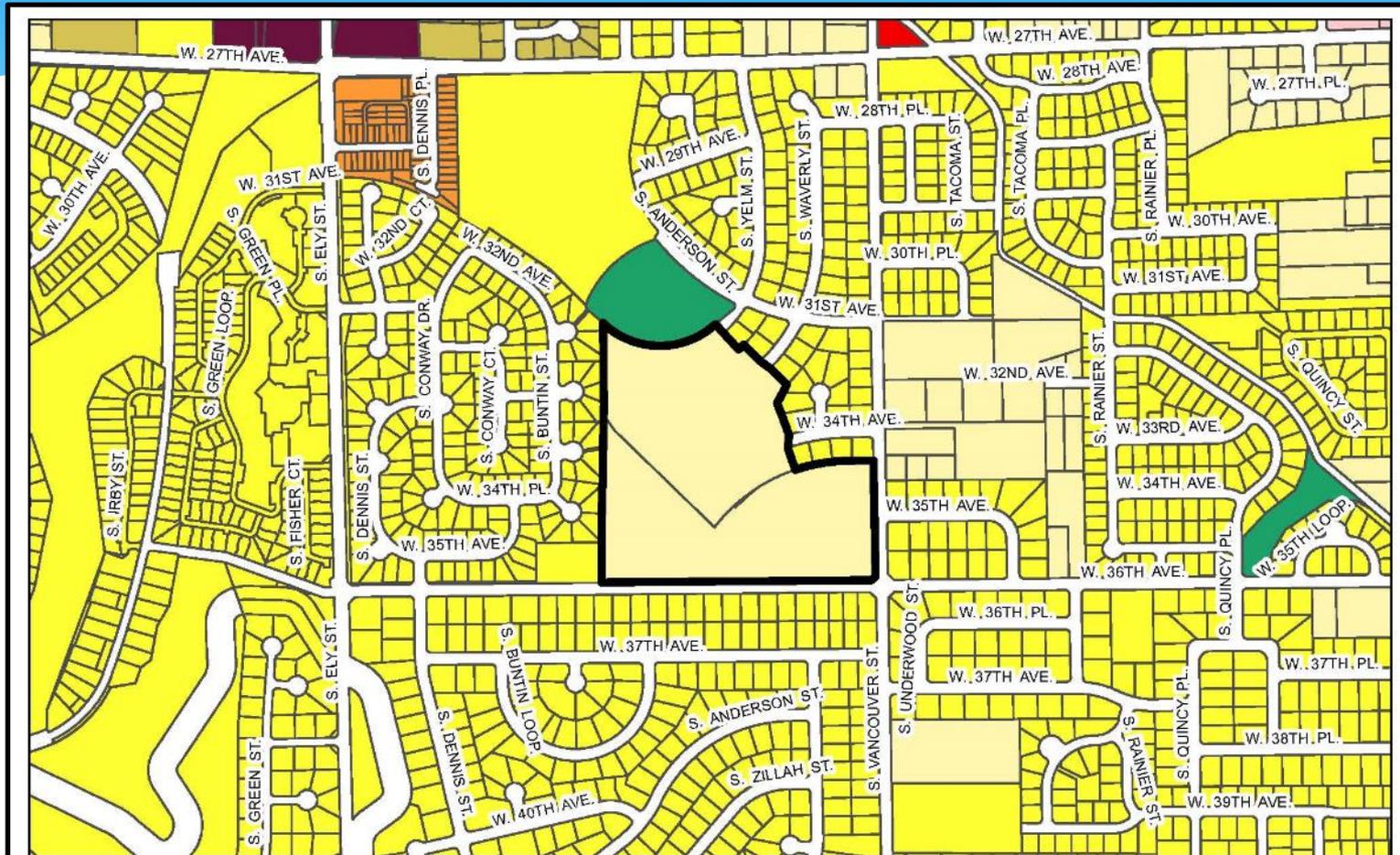
**Location:** 3500 S. Vancouver St.

**Property Size:** 30.08 acres

# Vicinity Map



# Zoning Map



## COZ 19-05/PLN-2019-03013 Kennewick School District

	Commercial, Neighborhood		Commercial, Regional		Residential, Manufactured Home
	Commercial, Community		Open Space		Residential, Medium
	Commercial, General		Residential, Low		Residential, Suburban



# Property History

- On October 15, 2019, the City Council approved Ordinance 5826 and amended the site's land use designation to Public Facility.

# Permitted Uses

The RS zone allows single-family residences and the keeping of farm animals.

The PF zone allows for public and quasi- public facilities, including schools and governmental buildings and facilities.

# 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 that the City Council approve COZ 19-05.

CITY OF KENNEWICK  
ORDINANCE NO. 5847

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 3500 SOUTH VANCOUVER STREET FROM RESIDENTIAL, SUBURBAN (RS) TO PUBLIC FACILITY (PF) (COZ 19-05, KENNEWICK SCHOOL DISTRICT)

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

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

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, COUNTY OF BENTON, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER THAT BEARS SOUTH 00°00'06" WEST 2029.75 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°59'54" WEST A DISTANCE OF 30.00 FEET TO THE WESTERLY MARGIN OF SOUTH VANCOUVER STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY MARGIN OF SOUTH VANCOUVER STREET SOUTH 00°00'06" WEST PARALLEL WITH AND 30 FEET DISTANT FROM THE AFOREMENTIONED EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 574.73 FEET; THENCE SOUTH 45°15'37" WEST A DISTANCE OF 28.16 FEET TO THE NORTHERLY MARGIN OF WEST 36<sup>TH</sup> AVENUE; THENCE ALONG THE NORTHERLY MARGIN OF WEST 36<sup>TH</sup> AVENUE NORTH 89°28'52" WEST A DISTANCE OF 1322.28 FEET TO THE EASTERLY LINE OF PARCEL 2 OF STATUTORY WARRANTY DEED 94-32945; THENCE NORTH 00°31'08" EAST A DISTANCE OF 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE PLAT OF SHADOW RUN DIVISION SIX, AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 105, AUDITOR'S FILE NUMBER 2000-008628, RECORDS OF BENTON COUNTY WASHINGTON, ALSO BEING THE NORTH LINE OF A PORTION OF LOT 1, SHORT PLAT NUMBER 1568, AUDITOR'S FILE NUMBER 86-11279, AS CONVEYED TO THE KENNEWICK SCHOOL DISTRICT PER QUIT CLAIM DEED 94-15822, RECORDS OF BENTON COUNTY AUDITOR; THENCE NORTH 02°07'56" EAST ALONG THE EAST LINE OF THE AFOREMENTIONED PLAT OF SHADOW RUN DIVISION SIX, AND CONTINUING ALONG THE EAST LINE OF THE PLAT OF SHADOW RUN, DIVISION FIVE, PHASE TWO AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 101, AUDITOR'S FILE NUMBER 1999-035646, RECORDS OF BENTON COUNTY WASHINGTON, A DISTANCE OF 678.16 FEET TO AN ANGLE POINT ON THE EAST LINE OF THE AFOREMENTIONED PLAT OF SHADOW RUN, DIVISION FIVE, PHASE TWO, AND THE MOST SOUTHWESTERLY CORNER OF LOT 1, PLAT OF TWIN RIVERS SCHOOL SITE AS RECORDED IN VOLUME 14 OF PLATS, AT PAGE 60, AUDITOR'S FILE NUMBER 870369, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING ALONG THE EAST LINE OF SAID PLAT NORTH 00°31'08" EAST A DISTANCE OF 411.38 FEET TO THE MOST SOUTHERLY AND SOUTHWESTERLY BOUNDARY OF CITY OF KENNEWICK PARK BOUNDARY, AS RECORDED UNDER AUDITOR'S FILE NUMBER 779375, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE ALONG SAID PARK BOUNDARY SOUTH 47°24'04" EAST A DISTANCE OF 17.56 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 563.09 FEET THROUGH A CENTRAL ANGLE OF 80°39'26" TO A POINT OF COMPOUND CURVATURE WITH A 556.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 26.55 FEET THROUGH A CENTRAL ANGLE OF 2°44'11" TO A POINT ON SAID CURVE AND A POINT ON THE WESTERLY BOUNDARY OF THE PLAT OF TWIN RIVERS NO. 1, AS RECORDED IN VOLUME 14 OF PLATS, AT PAGE 23, AUDITOR'S FILE NUMBER 809418, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG SAID PLAT BOUNDARY SOUTH 40°47'41" EAST A DISTANCE OF 169.00 FEET RADIALLY TO A POINT ON A 725 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID PLAT BOUNDARY AND ALSO NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 34.86 FEET THROUGH A CENTRAL ANGLE OF 2°45'17" (LONG CHORD BEARS NORTH 47°49'40" EAST A DISTANCE OF 34.85 FEET); THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 43°32'58" EAST A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 52°49'32" EAST A DISTANCE OF 60.74 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 44°10'22" EAST A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 27°55'09" WEST A DISTANCE OF 104.23 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 19°25'47" EAST A DISTANCE OF 166.29 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 7°05'14" WEST A DISTANCE OF 65.70 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 17°44'21" EAST A DISTANCE OF 115.00 FEET TO A POINT ON A 836.95 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID PLAT BOUNDARY AND ALSO NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 259.15 FEET THROUGH A CENTRAL ANGLE OF 17°44'27" (LONG CHORD BEARS NORTH 81°00'08" EAST A DISTANCE OF 258.10 FEET); THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 89°59'54" EAST A DISTANCE OF 128.22 FEET TO THE TRUE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

**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 17<sup>th</sup> day of December, 2019, and signed in authentication of its passage this 17<sup>th</sup> day of December, 2019.

---

DON BRITAIN, Mayor

Attest:

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5847 filed and recorded  
in the office of the City Clerk of the City of  
Kennewick, Washington this 18<sup>th</sup> day of  
December, 2019.

Approved as to form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_



## COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO  
THE PLANNING COMMISSION

FILE NO: COZ 19-05/PLN-2019-03013

<b>Report Date:</b>	November 15, 2019
<b>Hearing Date &amp; Location:</b>	December 2, 2019, Kennewick City Hall
<b>Report Prepared By:</b>	Anthony Muai, AICP Senior Planner
<b>Report Reviewed By:</b>	Gregory McCormick, AICP Planning Director
<b>Summary Recommendation:</b>	The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-05 be APPROVED.
<b>Summary of Proposal:</b>	A Change of Zone from Residential, Suburban (RS) to Public Facility (PF) for 4 parcels of land 30.02 acres in size.
<b>Proposal Location:</b>	3500 S. Vancouver St.
<b>Legal Description:</b>	Parcel Nos. 114892030001001, 114892000003003, 114892000003006, 114892011974006

A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, COUNTY OF BENTON, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER THAT BEARS SOUTH 00°00'06" WEST 2029.75 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°59'54" WEST A DISTANCE OF 30.00 FEET TO THE WESTERLY MARGIN OF SOUTH VANCOUVER STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY MARGIN OF SOUTH VANCOUVER STREET SOUTH 00°00'06" WEST PARALLEL WITH AND 30 FEET DISTANT FROM THE AFOREMENTIONED EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 574.73 FEET; THENCE SOUTH 45°15'37" WEST A DISTANCE OF 28.16 FEET TO THE NORTHERLY MARGIN OF WEST 36<sup>TH</sup> AVENUE; THENCE ALONG THE NORTHERLY MARGIN OF WEST 36<sup>TH</sup> AVENUE NORTH 89°28'52" WEST A DISTANCE OF 1322.28 FEET TO THE EASTERLY LINE OF PARCEL 2 OF STATUTORY WARRANTY DEED 94-32945; THENCE NORTH 00°31'08" EAST A DISTANCE OF 200.00 FEET TO THE SOUTHEASTERLY CORNER OF THE PLAT OF

SHADOW RUN DIVISION SIX, AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 105, AUDITOR'S FILE NUMBER 2000-008628, RECORDS OF BENTON COUNTY WASHINGTON, ALSO BEING THE NORTH LINE OF A PORTION OF LOT 1, SHORT PLAT NUMBER 1568, AUDITOR'S FILE NUMBER 86-11279, AS CONVEYED TO THE KENNEWICK SCHOOL DISTRICT PER QUIT CLAIM DEED 94-15822, RECORDS OF BENTON COUNTY AUDITOR; THENCE NORTH 02°07'56" EAST ALONG THE EAST LINE OF THE AFOREMENTIONED PLAT OF SHADOW RUN DIVISION SIX, AND CONTINUING ALONG THE EAST LINE OF THE PLAT OF SHADOW RUN, DIVISION FIVE, PHASE TWO AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 101, AUDITOR'S FILE NUMBER 1999-035646, RECORDS OF BENTON COUNTY WASHINGTON, A DISTANCE OF 678.16 FEET TO AN ANGLE POINT ON THE EAST LINE OF THE AFOREMENTIONED PLAT OF SHADOW RUN, DIVISION FIVE, PHASE TWO, AND THE MOST SOUTHWESTERLY CORNER OF LOT 1, PLAT OF TWIN RIVERS SCHOOL SITE AS RECORDED IN VOLUME 14 OF PLATS, AT PAGE 60, AUDITOR'S FILE NUMBER 870369, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING ALONG THE EAST LINE OF SAID PLAT NORTH 00°31'08" EAST A DISTANCE OF 411.38 FEET TO THE MOST SOUTHERLY AND SOUTHWESTERLY BOUNDARY OF CITY OF KENNEWICK PARK BOUNDARY, AS RECORDED UNDER AUDITOR'S FILE NUMBER 779375, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG SAID PARK BOUNDARY SOUTH 47°24'04" EAST A DISTANCE OF 17.56 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 563.09 FEET THROUGH A CENTRAL ANGLE OF 80°39'26" TO A POINT OF COMPOUND CURVATURE WITH A 556.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 26.55 FEET THROUGH A CENTRAL ANGLE OF 2°44'11" TO A POINT ON SAID CURVE AND A POINT ON THE WESTERLY BOUNDARY OF THE PLAT OF TWIN RIVERS NO. 1, AS RECORDED IN VOLUME 14 OF PLATS, AT PAGE 23, AUDITOR'S FILE NUMBER 809418, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG SAID PLAT BOUNDARY SOUTH 40°47'41" EAST A DISTANCE OF 169.00 FEET RADIALLY TO A POINT ON A 725 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING ALONG SAID PLAT BOUNDARY AND ALSO NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 34.86 FEET THROUGH A CENTRAL ANGLE OF 2°45'17" (LONG CHORD BEARS NORTH 47°49'40" EAST A DISTANCE OF 34.85 FEET); THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 43°32'58" EAST A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 52°49'32" EAST A DISTANCE OF 60.74 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 44°10'22" EAST A DISTANCE OF 115.00 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 27°55'09" WEST A DISTANCE OF 104.23 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 19°25'47" EAST A DISTANCE OF 166.29 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 7°05'14" WEST A DISTANCE OF 65.70 FEET; THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 17°44'21" EAST A DISTANCE OF 115.00 FEET TO A POINT ON A 836.95 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID PLAT BOUNDARY AND ALSO NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 259.15 FEET THROUGH A CENTRAL ANGLE OF 17°44'27" (LONG CHORD BEARS NORTH 81°00'08" EAST A DISTANCE OF 258.10 FEET); THENCE CONTINUING ALONG SAID PLAT BOUNDARY SOUTH 89°59'54" EAST A DISTANCE OF 128.22 FEET TO THE TRUE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

**Property Owners:** Kennewick School District  
5501 W. Metaline Ave.  
Kennewick, WA 99336

**Applicant:** Kennewick School District  
5501 W. Metaline Ave.  
Kennewick, WA 99336

**Regulatory Controls:**  
Comprehensive Plan – Land Use  
KMC Title 4 – Administrative Procedures  
KMC Title 18 – Zoning  
Washington State Environmental Policy Act

**COZ Key Application Processing Dates:**

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 16, 2019
Determination of Completeness Issued	October 21, 2019
Notice of Application Posted	October 23, 2019
SEPA Determination (Adoption of DNS for CPA 19-02)	July 11, 2019
Date of Mailed Notice of Public Hearing	November 15, 2019
Property Posting Sign for Public Hearing	October 23, 2019
Date of Published Notice of Public Hearing	November 17, 2019

**Exhibits:**

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-04
5. Affidavit of Mailing/Mailing List dated November 15, 2019
6. McCary email dated 11/18/19 and staff response dated 11/19/19

**The site is adjacent to the following zoning districts:**

North: Residential, Low (RL); Open Space (OS)  
East: Residential, Low (RL); Residential, Suburban (RS)  
South: Residential, Low (RL)  
West: Residential, Low (RL)

**Applicable Goals and Policies of the Comprehensive Plan:**

Capital Facilities Goal 3: Provide adequate facilities and services to serve new and existing development at desired service levels.

Capital Facilities Policy 3.4: Coordinate planned capital investments across departments and with non-city-managed service providers.

**Kennewick Municipal Code Findings:**

The following findings are required to 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:

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

Staff Response: This site is designated Public Facility in the City’s comprehensive plan. The Public Facility (PF) zone is an implementing zone of the Public Facility land use designation.

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

Staff Response: As stated in the applicant’s application, the proposed rezone will allow the parcels to be combined so that boundary lines do not intersect improvements and future improvements to the school will not.

3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*

Staff Response: The proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City’s established levels of service.

4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*

Staff Response: The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan’s Public Facility land use designation.

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

Staff Response: Not applicable to the proposed change of zone.

**Staff Analysis of Proposal & Discussion:**

The proposed Change of Zone (COZ 19-05) is a request to change the zone of four parcels of land, approximately 30.02 acres in size located at 3500 S. Vancouver St., from Residential, Suburban (RS) to Public Facility (PF). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-02) that changed the land use designation from Low Density Residential and Open Space to Public Facility.

The Comprehensive Plan Land Use Designation for the subject property is Public Facility. Pursuant to Table 1 of the Comprehensive Plan, the PF zone is an implementing zoning district of the Public Facility Land Use Designation.

Per KMC 18.03.040(21), “The purpose of the PF district is to provide areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities.”

This proposal will implement the existing Public Facility land use designation as well as promote the goals and policies of the comprehensive plan.

KMC 18.51.070(2) requires findings to be made to support a change in zoning. The appropriate findings have been made to support this proposed rezone.

**Findings:**

1. The applicant is Kennewick School District, (5501 W. Metaline Ave., Kennewick, WA 99336).
2. The property owner is Kennewick School District (1000 W. 4<sup>th</sup> Ave., Kennewick, WA 99336).
3. The proposed change of zone is for parcels numbered 114892030001001, 114892000003003, 114892000003006, and 114892011974006 (3500 S. Vancouver St.).
4. The request is to change the zoning from Residential, Suburban (RS) to Public Facility (PF).
5. The City’s Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from S. Vancouver St., W. 36<sup>th</sup> Ave., W. 34<sup>th</sup> St., S. Waverly St., and S. Yelm St.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-02/PLN-2019-00450 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were also mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms with the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions:**

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City’s established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone is implements the Comprehensive Plan’s Public Facility land use designation.

**Recommendation:**

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-05 and recommend APPROVAL to City Council.

**Motion:**

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-05 and recommend APPROVAL to City Council approval of the request.

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

Exhibit 2

PROJECT # COZ 19-05 PLN- 2019 - 03013 FEE \$ 1063.00

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 Change of Zone

Environmental Determination PLN- 2019 - 00453 Pre Application Meeting PLN- \_\_\_\_\_ - \_\_\_\_\_

Applicant: Kennewick School District, Eric Bruce

Address: 5501 W Metaline Ave, Kennewick, WA 99336

Telephone: (509) 222-7027 Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail eric.bruce@ksd.org

Property Owner (if other than applicant): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**SITE INFORMATION**

Parcel No. 1-1489-203-0001-001, 1-1489-200-0003-003 Acres 13.98, 0.02 Zoning: RS  
0-1489-201-1974-006, 1-1489-200-003-006

Address of property: 3500 S. Vancouver St, Kennewick WA 99337

Number of Existing Parking Spaces 272 Number of Proposed (New) Parking Spaces 0

Present use of property Horse Heaven Hills Middle School

Size of existing structure: 36,570 sq. ft. Size of Proposed addition/New structure: 0 sq. ft.

Height of building: 25 Cubic feet of excavation: N/A Cost of new construction N/A

Benton County Assessor Market Improvement Value: 2,802,400

Description of Project: A change of zone from Low Density Residential to Public Facility

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

Eric Bruce  
Applicant's Signature

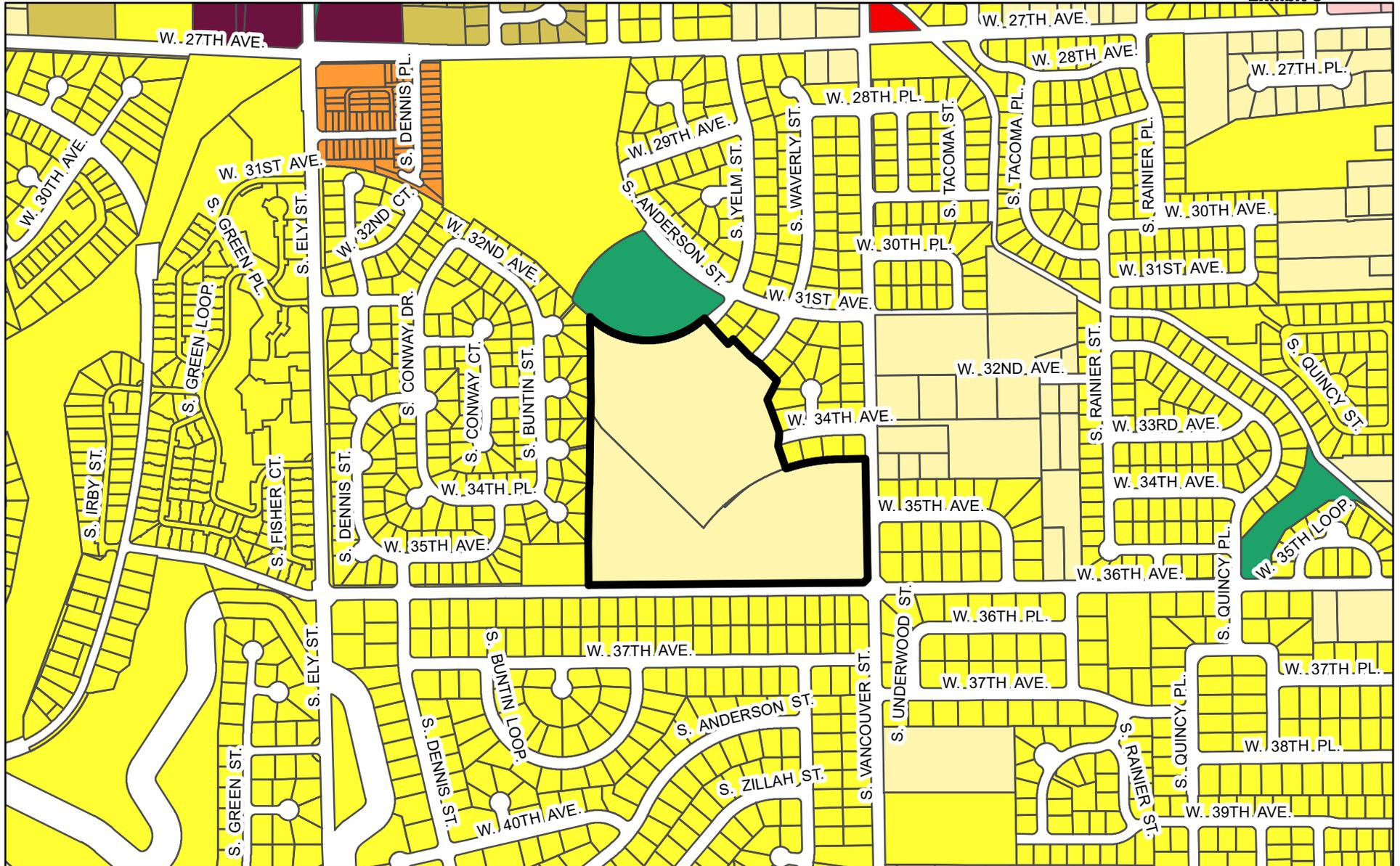
Eric Bruce  
Signature of owner or owner's authorized representative

Date: 9/26/19









# COZ 19-05/PLN-2019-03013 Kennewick School District

- |  |                          |   |                      |  |                                |
|--|--------------------------|---|----------------------|--|--------------------------------|
|  | Commercial, Neighborhood |  | Commercial, Regional |  | Residential, Manufactured Home |
|  | Commercial, Community    |  | Open Space           |  | Residential, Medium            |
|  | Commercial, General      |  | Residential, Low     |  | Residential, Suburban          |





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

**FILE/PROJECT NUMBER: PLN-2019-00450, CPA 19-02**

**DESCRIPTION OF PROPOSAL:** A comprehensive plan amendment for 4 parcels to public facilities. After the comprehensive plan is changed, we will request a rezone from the current zoning to public facilities. The last step will be to consolidate the parcels into one parcel through a lot consolidation process..

**PROPONENT:** Kennewick School District

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** 3500 S. Vancouver Street. located at Horse Heaven Middle School.

**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:** Gregory McCormick, AICP  
**POSITION/TITLE:** Community Planning Director  
**ADDRESS:** 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336  
**PHONE:** (509) 585-4463

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: July 11, 2019

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 mailed to:

- Dept. of Ecology
- WA Dept of Fish & Wildlife
- WSDOT
- Yakama Nation
- CTUIR
- Project File



### NOTIFICATION OF MAILING

I, Melinda Didier, on 11/15, 2019  
Mailed 129 copies of NOPH  
for COZ 19-05  
to Appl./prop. owners w/in 300'

as shown on the attached list.

COZ 19-05 / PLN-2019-03013  
3500 S VANCOUVER ST  
RS TO PF  
KNUTZEN ENGINEERING

Melinda Didier  
Signature

**KENNEWICK PLANNING  
COMMISSION NOTICE OF PUBLIC  
HEARING**

**December 2, 2019 6:30 p.m.**

The Kennewick Planning Commission will hold a Public Hearing on December 2, 2019, at City Hall Council Chambers, 210 West 6<sup>th</sup> 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.

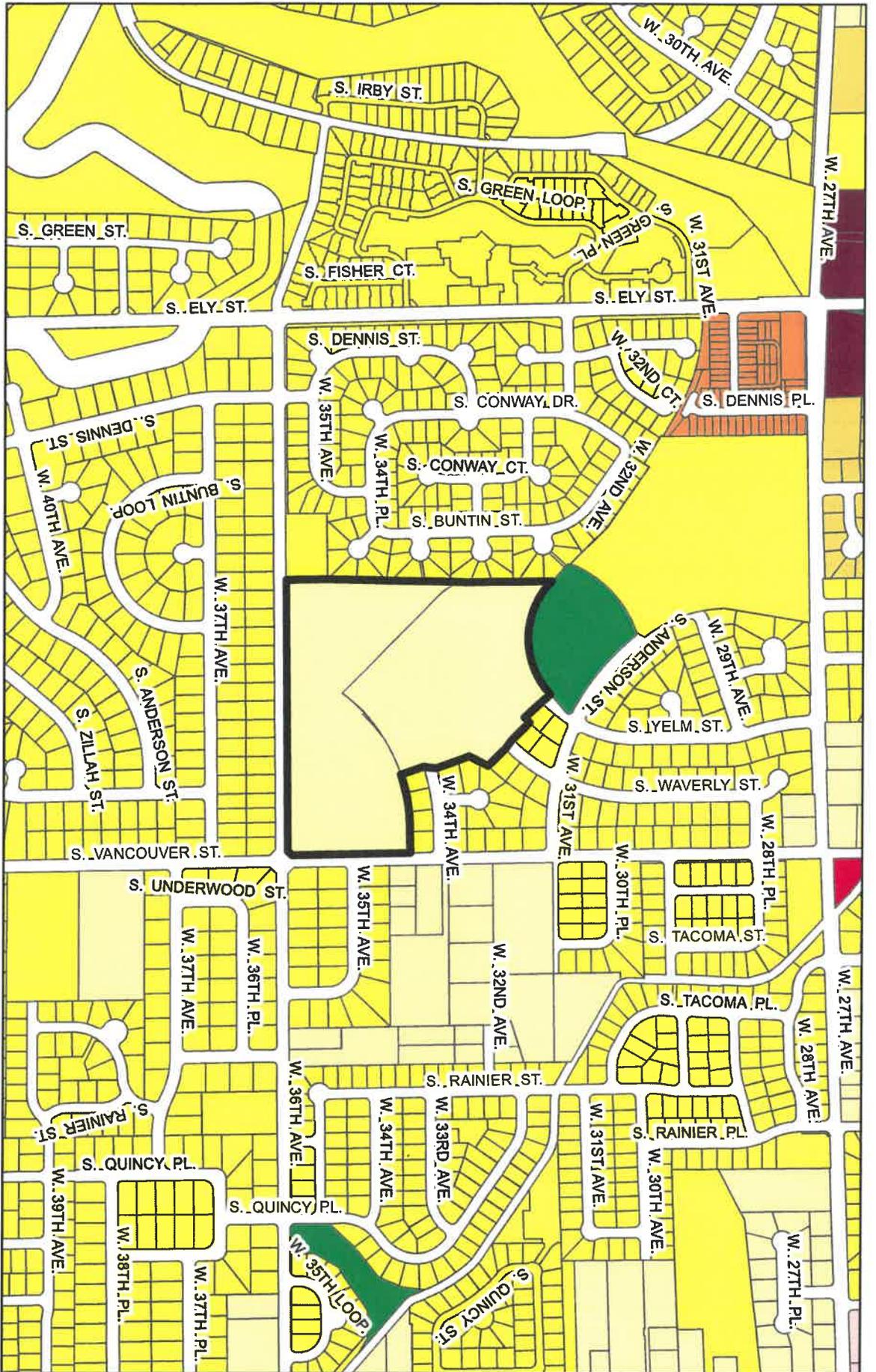
**Proposal** – COZ 19-05/PLN-2019-03013 – Proposes to change the zoning of 30.02 acres from Residential, Suburban (RS) to Public Facility (PF). The site is located at 3500 S. Vancouver St.

**Proponent** – Kennewick School District

**Comment Period** – Written comments may be submitted via email to Anthony Muai at [amuai@ci.kennewick.wa.us](mailto:amuai@ci.kennewick.wa.us). Comments may also be mailed to 210 W. 6<sup>th</sup> Ave., Kennewick, WA 99336 on or before the hearing date or presented at the hearing.

The City of Kennewick welcomes full participation in public meetings 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 Melinda Didier at (509) 585-4275 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.

**COZ 19-05/PLN-2019-03013 Kennewick School District**



- Commercial, Neighborhood
- Commercial, Regional
- Commercial, Community
- Open Space
- Residential, Low
- Residential, Medium
- Residential, Manufactured Home
- Commercial, General
- Residential, Suburban



37 JED S & KIMBERLY V BERNA 3305 S VANCOUVER ST KENNEWICK WA 99337	37 MARC G & JOYCE A MILLER 3309 S VANCOUVER ST KENNEWICK WA 99337-3747	37 MARLYN J & JOYCE STETZEL 910 S HIGHLAND DR KENNEWICK WA 99337
37 NIKOLAY SLUPACHIK 3706 W 19TH CT KENNEWICK WA 99338	37 DEANGELO & KIMBERLY A NELSON 2007 W 35TH AVE KENNEWICK WA 99337	37 EDWIN F & CARRIE S BAYHA 2009 W 35TH AVE KENNEWICK WA 99337-3720
37 WILLIAM E & COLLEEN F KEITH 2011 W 35TH AVE KENNEWICK WA 99337-3720	37 HOLLY M TOBIN 2012 W 36TH AVE KENNEWICK WA 99337-3733	37 NORADINO TREJO TREJO 2010 W 36TH AVE KENNEWICK WA 99337
37 STEVEN L & SHELLY D HATHAWAY 2008 W 36TH KENNEWICK WA 99337	37 JAMES F & REGINA R JAMIESON 3435 S VANCOUVER ST KENNEWICK WA 99337-3748	37 CHERYL LYNN WILKINSON 806 S NELSON ST KENNEWICK WA 99336-9323
37 PHYLISS I BAUR 2008 W 35TH AVE KENNEWICK WA 99337-3719	37 SCHOOL DISTRICT #17, KENNEWICK 1000 W 4TH AVE KENNEWICK WA 99336	37 SCHOOL DISTRICT #17, KENNEWICK 1000 W 4TH AVE KENNEWICK WA 99336
37 SCHOOL DISTRICT #17, KENNEWICK 1000 W 4TH AVE KENNEWICK WA 99336	37 OF KENNEWICK CITY PO BOX 6108 KENNEWICK WA 99336-0108	37 MADGE PETERSON 2500 W 36TH AVE KENNEWICK WA 99337-3109
37 LUTHERAN CHURCH, BETHLEHEM 2505 W 27TH AVE KENNEWICK WA 99337	37 TEDDY J WOODCOCK 3300 S VANCOUVER ST KENNEWICK WA 99337-3747	37 TRUSTEES JERRY C & LORNA MIKKELSEN 2100 W 34TH AVE KENNEWICK WA 99337
37 DONNA M HAVENS 2101 W 34TH AVE KENNEWICK WA 99337	37 OSCAR M & SOLEDAD A DELACRUZ 2103 W 34TH AVE KENNEWICK WA 99337	37 ANGEL & LUBICA VENEGAS 2105 W 34TH AVE KENNEWICK WA 99337
37 GERALD E SKAARE 2107 W 34TH AVE KENNEWICK WA 99337	37 KAY KUON 2104 W 34TH AVE KENNEWICK WA 99337-3007	37 DARRELL L & MARIA J SCOTT 2102 W 34TH AVE KENNEWICK WA 99337-3007
37 HERMANN T & BETSY B GREEN 3303 S VANCOUVER PL KENNEWICK WA 99337	37 CECIL M SHERMAN 3301 S VANCOUVER PL KENNEWICK WA 99337	37 MENDOZA JAIME & JOANA DIAZ 2105 W 31ST AVE KENNEWICK WA 99337

**Exhibit 5**

37  
LARRY A STUBBLEFIELD  
3302 S VANCOUVER PL  
KENNEWICK WA 99337-3031

37  
KYLE H & MELISSA D MAMIYA  
7428 S 128TH ST  
SEATTLE WA 98178

37  
STEVEN P & KELLE M AIRHART  
3306 S VANCOUVER PL  
KENNEWICK WA 99337-3031

37  
TIMOTHY S TIMMONS  
64612 ELM RD WEST  
RICHLAND WA 99353

37  
MARK S & MARCELLA R GEORGE  
3415 S GARFIELD ST  
KENNEWICK WA 99337-3024

37  
JENNIFER CUSTER  
2107 W 31ST AVE  
KENNEWICK WA 99337-3002

37  
RICHARD SANTOS ESTRADA  
3012 S WAVERLY ST  
KENNEWICK WA 99336

37  
KRISTINA J SCHRADER  
342 E SUNSET DR  
BURBANK WA 99323

37  
DANIEL F MAYER  
3116 S WAVERLY STREET  
KENNEWICK WA 99337

37  
TYLER J & MARISSA E MAKEEFF  
3107 S YELM ST  
KENNEWICK WA 99337-3034

37  
GEORGE R & KATHRYN ARMSTRONG  
2203 W 31ST AVE  
KENNEWICK WA 99337-3004

37  
SYS MICHAEL P & HUFF DASHIA M  
VANDER  
2202 W 31ST AVE  
KENNEWICK WA 99337

37  
JASON W & LISA O ELLSWORTH  
2300 W 31ST AVE  
KENNEWICK WA 99337-3005

37  
DAVID L & CHRISY L MCCARY  
2302 W 31ST AVE  
KENNEWICK WA 99337-3005

37  
SHARON L CIARLO  
2502 W 32ND AVE  
KENNEWICK WA 99337

37  
MARK A & JEANNE M BAKKER  
2506 W 32ND AVE  
KENNEWICK WA 99337

37  
THOMAS D BOSQUET  
3018 S ANDERSON ST  
KENNEWICK WA 99337

37  
TRUSTEES GREG & ELIZABETH B  
CASTRO  
348 CLOVERNOOK ST  
RICHLAND WA 99352-9502

37  
GERALD P & KIMBERLY I MORAN  
3207 S BUNTIN ST  
KENNEWICK WA 99337

37  
ALLEN A & JESSICA L MADSEN  
3211 S BUNTIN ST  
KENNEWICK WA 99337

37  
PAUL J & TERI J THOMPSON  
3215 S BUNTIN ST  
KENNEWICK WA 99337

37  
SHAWN T & JESSICA A HARPER  
3219 S BUNTIN ST  
KENNEWICK WA 99337

37  
MUTHANNA A SABER  
3223 S BUNTIN ST  
KENNEWICK WA 99337

37  
GREGORY G & LORETTA B FALK  
3305 S BUNTIN ST  
KENNEWICK WA 99337

37  
DAVID AARON & SHANNON ANNE BIBE  
3309 S BUNTIN ST  
KENNEWICK WA 99337-3172

37  
ANDREW & GARCIA ZAMBURR  
SPORCICH  
3313 S BUNTIN STREET  
KENNEWICK WA 99337

37  
ROLAND & KATIE SUTTONU  
3317 SOUTH BUNTIN STREET  
KENNEWICK WA 99337

37  
RANDALL A & MARSHA W LUMSDEN  
3321 SOUTH BUNTIN STREET  
KENNEWICK WA 99337

37  
STEVEN M & DIANE M OSS  
3325 S BUNTIN ST  
KENNEWICK WA 99337

37  
KYLE M & MANDY D BATEMAN  
3329 S BUNTIN ST  
KENNEWICK WA 99337

**Exhibit 5**

37  
HEATHER ANN DEGRAAF  
2501 W 34TH AVE  
KENNEWICK WA 99337-3175

37  
JR ROGER C & DEANNE R HOLLENBECK,  
2500 W 34TH AVE  
KENNEWICK WA 99337-3175

37  
MICHAEL L & CHERYL P SPRADLING  
3304 S BUNTIN ST  
KENNEWICK WA 99337

37  
DREW HERBERT HANBERG  
3300 S BUNTIN STREET  
KENNEWICK WA 99337

37  
DAVID D & ALISON ROSS  
3216 S BUNTIN STREET  
KENNEWICK WA 99337

37  
HOI YUEN & NGUN CHING LAU  
3202 S BUNTIN ST  
KENNEWICK WA 99337

37  
RUN HOMEOWNERS ASSOC SHADOW  
PO BOX 6388  
KENNEWICK WA 99336

37  
RODGER H & SANDRA J SCHULTZ  
3409 S BUNTIN CT  
KENNEWICK WA 99337-3174

37  
MATTHEW T & AMY L STAYROOK  
3413 S BUNTIN ST  
KENNEWICK WA 99337

37  
JOSHUA A MENDOZA  
508 N NEVADA ST  
KENNEWICK WA 99336

37  
THOMAS H COYNE  
3419 S BUNTIN ST  
KENNEWICK WA 99337-3173

37  
DONALD R & MARY D BYER  
3421 S BUNTIN STREET  
KENNEWICK WA 99337

37  
EINAR OFFERDAHL  
3425 S BUNTIN STREET  
KENNEWICK WA 99337

37  
SHANNA MARISCAL  
3429 S BUNTIN CT  
KENNEWICK WA 99337

37  
MARK E & RACHEL Q HARRISON  
3433 S BUNTIN CT  
KENNEWICK WA 99337-3174

37  
GENE W & BETH L LUCZYNSKI  
3435 S BUNTIN CT  
KENNEWICK WA 99337

37  
RICHARD WAYNE & LYNDSEY ANNE  
JENSEN  
3439 S BUNTIN COURT  
KENNEWICK WA 99337

37  
DAVID C & KATHERINE E SMITH  
3440 S BUNTIN CT  
KENNEWICK WA 99337

37  
ROXANNA S BOWLIN  
3438 S BUNTIN CT  
KENNEWICK WA 99337

37  
KENNEDY K TAYLOR  
3436 S BUNTIN CT  
KENNEWICK WA 99337

37  
JEREMY J & LAUREN N GARRETT  
3432 S BUNTIN CT  
KENNEWICK WA 99337

37  
DANIEL W & ANGELA R MATSON  
3424 S BUNTIN ST  
KENNEWICK WA 99337

37  
RYAN W ENGEL  
3418 S BUNTIN STREET  
KENNEWICK WA 99337

37  
HAROLD C SARGENT  
3412 S BUNTIN ST  
KENNEWICK WA 99337

37  
WILLIAM D & TIFFANY A NELSON  
3406 S BUNTIN ST  
KENNEWICK WA 99337

37  
RUN HOMEOWNERS ASSOC SHADOW  
PO BOX 6388  
KENNEWICK WA 99336

37  
RUN HOMEOWNERS ASSOC SHADOW  
PO BOX 6388  
KENNEWICK WA 99336

37  
JOHN B & KARIN J HOGG  
2501 W 35TH AVE  
KENNEWICK WA 99336

37  
STEPHEN P & GEANINE B FROST  
2505 W 35TH AVE  
KENNEWICK WA 99336

37  
CYNTHIA J MAIN  
2106 W 37TH AVE  
KENNEWICK WA 99337

37  
DASHIA M BASS  
2104 W 37TH AVE  
KENNEWICK WA 99337-3115

37  
TRUSTEE JANICE R DENO  
2102 W 37TH AVE  
KENNEWICK WA 99337-3115

37  
DEREK A CAP  
2100 W 37TH AVE  
KENNEWICK WA 99337

37  
REX HOWARD & ELDA S FLAUCHER  
3602 S VANCOUVER ST  
KENNEWICK WA 99337-3826

37  
MICHAEL D TAYLOR  
2405 W 19TH AVE  
KENNEWICK WA 99337

37  
ANDREW B & MELANIE J CHAPIN  
2103 W 36TH AVE  
KENNEWICK WA 99337-3147

37  
ISAAC GAMEZ  
619 N VOLLAND CT  
KENNEWICK WA 99336

37  
TROY S & CYNTHIA A WILLIS  
2503 W 36TH AVE  
KENNEWICK WA 99337-3110

37  
BENJAMIN D & RACHEL R HOLLAND  
2501 W 36TH AVE  
KENNEWICK WA 99337-3110

37  
CAREY WILLIAM STEPHEN BELSHAW  
2407 W 36TH AVENUE  
KENNEWICK WA 99337

37  
MARIO G & SAMANTHA J PEREZ  
2405 WEST 36TH AVE  
KENNEWICK WA 99338

37  
ANGEL L TRUMP  
2403 W 36TH AVE  
KENNEWICK WA 99337-3108

37  
JAMES J WADSWORTH  
2401 W 36TH AVE  
KENNEWICK WA 99337-3108

37  
MEAGAN NICOLE MEACHAM  
2307 W 36TH AVE  
KENNEWICK WA 99337

37  
TIFFANY WHITELATCH  
2305 W 36TH AVE  
KENNEWICK WA 99337-3106

37  
STEPHEN J & RENEE R POTTLE  
2303 W 36TH AVE  
KENNEWICK WA 99337-3106

37  
MICHAEL JOHN SALANCY  
2301 W 36TH AVE  
KENNEWICK WA 99337-3106

37  
CAMMY DEE PRICE  
2207 W 36TH AVE  
KENNEWICK WA 99337

37  
AMANDA BLAKE  
2205 W 36TH AVE  
KENNEWICK WA 99337-3149

37  
KENNETH C SWEARENGIN  
2203 W 36TH AVE  
KENNEWICK WA 99336

37  
JOSHUA ROSAS  
2201 W 36TH AVE  
KENNEWICK WA 99337

37  
CHAD W & ABBIE ELLIOT  
2107 W 36TH AVE  
KENNEWICK WA 99337-3147

37  
GLENN A & CATHRYNE A BRANDNER  
2108 W 37TH AVE  
KENNEWICK WA 99337-3115

37  
BRADLEY & SHANDRA M  
SWARTSWALTER  
2202 W 37TH AVENUE  
KENNEWICK WA 99337

37  
RAY M & DIANE M NEHLS  
2204 W 37TH AVE  
KENNEWICK WA 99337-3116

37  
JAMES E & KRIS D GARLAND  
4506 S QUINCY PL  
KENNEWICK WA 99337-3937

37  
MICHAEL DENNIS MILLER  
2208 W 37TH AVE  
KENNEWICK WA 99337

37  
C SEAN & JULI L CAWVEY BARATONE  
2302 W 37TH AVE  
KENNEWICK WA 99337

37  
BRADEN & JENNIFER NELSON  
2304 W 37TH AVE  
KENNEWICK WA 99337-3117

37  
TRAVIS J DETERING  
2306 W 37TH AVE  
KENNEWICK WA 99337-3117

**Exhibit 5**

37  
TAMARA G BROWN  
2308 W 37TH AVE  
KENNEWICK WA 99337-3117

37  
DENNIS J & E MAXINE PARK  
2402 W 37TH AVE  
KENNEWICK WA 99337

37  
LARRY J & DEBRA A ROSANE  
2404 W 37TH AVE  
KENNEWICK WA 99337-3118

37  
BRIAN D EISENBARTH  
2406 W 37TH AVE  
KENNEWICK WA 99337-3118

37  
WALTER J & NANCY I HOLLE  
2408 W 37TH AVE  
KENNEWICK WA 99337-3118

37  
RICHARD L & AMBER L WITHERS  
2502 W 37TH AVE  
KENNEWICK WA 99337-3119

37  
ROBERT & KIMBERLIE TAYLOR  
2504 W 37TH AVE  
KENNEWICK WA 99337-3119

37  
DAVID J ASHLEY  
3604 S UNDERWOOD ST  
KENNEWICK WA 99337-3819

37  
ANN M CHOJNACKI  
3602 S UNDERWOOD ST  
KENNEWICK WA 99337-3819

37  
DUSTIN W & TEONA M GOLDING  
4481 NORTHLAKE DR WEST  
RICHLAND WA 99353

37  
MATTHEW S & AMBER L LEWIS  
8909 GRANDVIEW DR  
PASCO WA 99301

37  
MIKHAIL Y & ANNA L DOROSHCHUK  
3357 S VANCOUVER STREET  
KENNEWICK WA 99337

37  
NIKOLAY & LIDIYA SLUPACHIK  
3706 W 19TH COURT  
KENNEWICK WA 99338

37  
KNUTZEN ENGINEERING  
5401 RIDGELINE DR #160  
KENNEWICK WA 99338

37  
KENNEWICK SCHOOL DISTRICT #17  
1000 W 4<sup>TH</sup> AVE  
KENNEWICK WA 99336

COZ 19-05 / PLN-2019-03013  
3500 S VANCOUVER ST  
RS TO PF  
KNUTZEN ENGINEERING

**From:** [Anthony Muai](#)  
**To:** ["David McCary"](#)  
**Subject:** RE: COZ 19-05/PLN-2019-03013  
**Date:** Tuesday, November 19, 2019 10:01:48 AM

---

Mr. McCary,

In order for KSD to change the zoning, they first had to change the underlying land use designation. That is what the hearing was for in August. The City Council approved the land use change in October at their regular meeting on 10/15. Council asked several questions of staff regarding why there was neighborhood opposition to the change and I explained the complaints that were posed at the hearing. No testimony is taken at the Council meeting on items that have already had a public hearing so they based their decision on the record established at the Planning Commission. This rezone is a necessary follow up to the land use change so that the existing zoning and land use designation are consistent.

The change to Public Facility will allow KSD to build school facilities consistent with what is there currently. I do not know whether or not a school district employee will be there but I will recommend that one is.

If you have any other questions, please let me know.

Anthony Muai, AICP  
City of Kennewick  
Community Planning Department/Senior Planner  
O: 509.585.4386 | F: 509.585.4442  
[anthony.muai@ci.kennewick.wa.us](mailto:anthony.muai@ci.kennewick.wa.us)

-----Original Message-----

From: David McCary <[davidlmccary@gmail.com](mailto:davidlmccary@gmail.com)>  
Sent: Monday, November 18, 2019 8:27 PM  
To: Anthony Muai <[anthony.muai@ci.kennewick.wa.us](mailto:anthony.muai@ci.kennewick.wa.us)>  
Subject: COZ 19-05/PLN-2019-03013

Mr. Muai,

Revived the notification regarding the KSD attempting to change the zoning for the second time in 4 months at Horse Heaven Middle School. The question I have is, changing the zoning from Residential, Suburban to "Public Facility" allow them to build what type of facilities? Will there be a representative from the school district at this meeting. NOT their engineer but an actual school district employee. They sent the engineer last time to falsify as much information as possible.

Sent from my iPhone

**Planning Commission Action Summary**  
**COZ 19-05/PLN-2019-03013**  
**(RS to PF)**

The Kennewick Planning Commission conducted a public hearing on December 2, 2019 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Rettig moved that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request.

**Findings**

1. The applicant is Kennewick School District, (5501 W. Metaline Ave., Kennewick, WA 99336).
2. The property owner is Kennewick School District (1000 W. 4th Ave., Kennewick, WA 99336).
3. The proposed change of zone is for parcels numbered 114892030001001, 114892000003003, 114892000003006, and 114892011974006 (3500 S. Vancouver St.).
4. The request is to change the zoning from Residential, Suburban (RS) to Public Facility (PF).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from S. Vancouver St., W. 36th Ave., W. 34th St., S. Waverly St., and S. Yelm St.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-02/PLN-2019-00450 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were also mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms with the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

## **Conclusions**

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

The motion was seconded by Commissioner Stolle. The motion passed unanimously, with Commissioners Helgeson, Rettig, Stolle, and Vice Chairman Morris all in favor. Commissioners Hempstead, Moore and Chairman Pacheco were excused.

# Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	12/17/2019
Agenda Item Type	Ordinance		
Subject	COZ 19-06 Knutzen Engineering (CC to RM)		
Ordinance/Reso #	5848	Contract #	
Project #	COZ 19-06	Permit #	PLN-2019-03015
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input checked="" type="checkbox"/>

## Recommendation

The Planning Commission recommends approval of COZ 19-06.

## Motion for Consideration

I move to adopt Ordinance 5848.

## Summary

Knutzen Engineering, on behalf of the property owner Circle One Properties, LLC, has applied to change the zoning of a 4.48 acre lot from Commercial, Community (CC) to Residential, Medium Density (RM). The RM zone is an implementing zoning district of the Medium Density Residential Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 3605 S. Zintel Way. The adjacent properties are zoned CC; Residential, Low Density (RL); Residential, Suburban (RS) and Open Space (OS).

The Planning Commission held a public hearing to review the proposal on December 2, 2019. At the hearing, staff presented an overview of the staff report. The applicant provided testimony on the proposal. No other parties spoke on the proposal. The Planning Commission voted 4 to 0 to recommend approval of COZ 19-06 to City Council.

## Alternatives

None recommended

## Fiscal Impact

None at this time

Through

Anthony Muai  
Dec 05, 16:19:46 GMT-0800 2019

Dept Head Approval

Gregory McCormick  
Dec 06, 08:39:11 GMT-0800 2019

City Mgr Approval

Marie Mosley  
Dec 11, 18:05:21 GMT-0800 2019

Attachments: Staff Report  
Planning Commission Action Summary  
Presentation  
Ordinance

Recording Required?

# City Council Meeting

## CHANGE of ZONE COZ 19-06

December 17, 2019



# Application Summary

**Applicant(s):** Knutzen Engineering

**Owner:** Circle One Properties, LLC

**Proposal:** Rezone 1 parcel from Commercial, Community (CC) to Residential, Medium (RM)

**Comprehensive Plan Designation:** Medium Density Residential

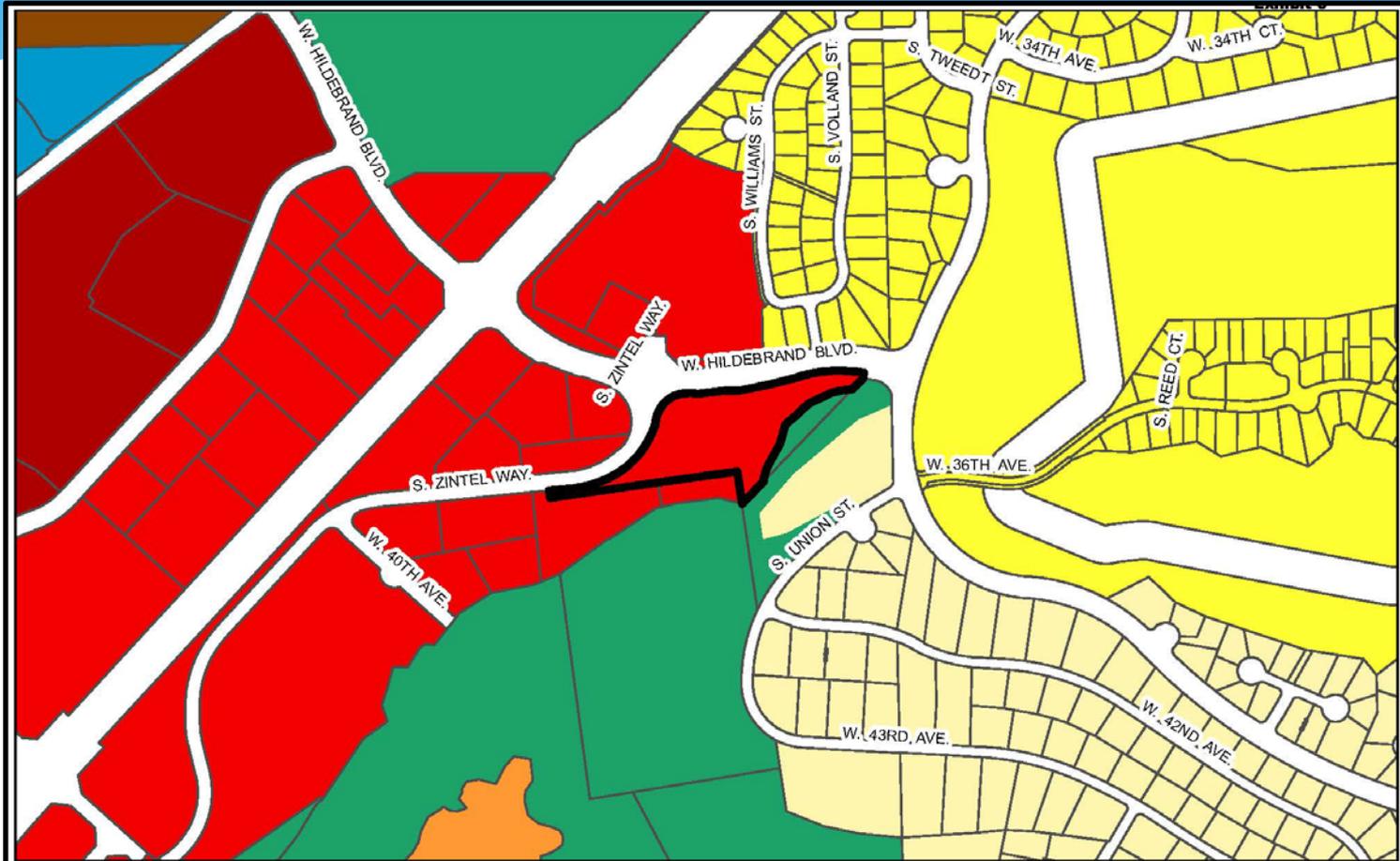
**Location:** 3605 S. Zintel Way

**Property Size:** 4.48 acres

# Vicinity Map



# Zoning Map



## COZ 19-06/PLN-2019-03015 Circle One Properties

- |   |   |   |
|---|---|---|
|  Commercial, Community |  Residential, High   |  Residential, Suburban |
|  Commercial, Regional  |  Residential, Medium |  Open Space            |
|  Public Facility       |  Residential, Low    |   |



# Property History

- On October 15, 2019, the City Council approved Ordinance 5833 and amended the site's land use designation to Medium Density Residential.

# Permitted Uses

The CC zone allows for multiple types of commercial uses.

The RM zone allows both single-family and multi-family residences.

# 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 that the City Council approve COZ 19-06.

CITY OF KENNEWICK  
ORDINANCE NO. 5848

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 3605 SOUTH ZINTEL WAY FROM COMMERCIAL, COMMUNITY (CC) TO RESIDENTIAL, MEDIUM (RM) (COZ 19-06, CIRCLE ONE PROPERTIES, LLC)

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

**Section 1.** Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Commercial, Community (CC) to Residential, Medium (RM) for the real property described as follows:

Parcel No. 1-1689-401-3188-001:

Section 16, Township 8, Range 29 Quarter SE; Short Plat #3188, Lot 1, recorded 3/25/2009, under Auditor's File No. 2009-007777. Recorded in Volume 1 of Short Plats, Page 3188, Records of Benton County, Washington. (Amending Short Plat 3085).

**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 17<sup>th</sup> day of December, 2019, and signed in authentication of its passage this 17<sup>th</sup> day of December, 2019.

---

DON BRITAIN, Mayor

Attest:

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5848 filed and recorded  
in the office of the City Clerk of the City of  
Kennewick, Washington this 18<sup>th</sup> day of  
December, 2019.

Approved as to form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_



**Report Date:** November 15, 2019

**Hearing Date & Location:** December 2, 2019, Kennewick City Hall

**Report Prepared By:** Anthony Muai, AICP  
Senior Planner

**Report Reviewed By:** Gregory McCormick, AICP  
Planning Director

**Summary Recommendation:** The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-06 be APPROVED.

**Summary of Proposal:** A Change of Zone from Commercial, Community (CC) to Residential, Medium (RM) for 1 parcel of land 4.48 acres in size.

**Proposal Location:** 3605 S. Zintel Way

**Legal Description:** Parcel No. 116894013188001  
  
Section 16 Township 8 Range 29 Quarter SE; Short Plat #3188, Lot 1, recorded 3/25/2009, under Auditor's File No. 2009-007777. Recorded in Volume 1 of Short Plats, page 3188, records of Benton County, Washington. (Amending Short Plat 3085).

**Property Owners:** Circle One Properties, LLC  
18706 S. Clodfelter Rd.  
Kennewick, WA 99338

**Applicant:** Knutzen Engineering  
5401 Ridgeline Dr.  
Kennewick, WA 99338

**Regulatory Controls:**  
Comprehensive Plan – Land Use  
KMC Title 4 – Administrative Procedures  
KMC Title 18 – Zoning  
Washington State Environmental Policy Act

**COZ Key Application Processing Dates:**

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 16, 2019
Determination of Completeness Issued	October 21, 2019
Notice of Application Posted	October 23, 2019
SEPA Determination (Adoption of DNS for CPA 19-10)	July 11, 2019
Date of Mailed Notice of Public Hearing	November 15, 2019
Property Posting Sign for Public Hearing	October 23, 2019
Date of Published Notice of Public Hearing	November 17, 2019

**Exhibits:**

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-16
5. Affidavit of Mailing/Mailing List dated November 15, 2019

**The site is adjacent to the following zoning districts:**

North: Residential, Low (RL); Commercial, Community (CC)  
 East: Residential, Suburban (RS); Open Space (OS)  
 South: Residential, Suburban (RS); Open Space (OS); Commercial, Community (CC)  
 West: Commercial, Community (CC)

**Applicable Goals and Policies of the Comprehensive Plan:**

Residential Goal 4: Provide more housing opportunities near commercial, transit and employment.  
 Residential Policy 4.2: Encourage residential development within commercial areas.  
 Commercial Goal 3: Create a balanced system of commercial facilities reflecting neighborhood, community, and regional needs.  
 Commercial Policy 3.4: Support mixed residential/commercial development in all Commercial districts in a manner that is compatible with nearby uses.

**Kennewick Municipal Code Findings:**

The following findings are required to be made 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:

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

Staff Response: This site is designated Medium Density Residential in the City’s comprehensive plan. The Residential, Medium (RM) zone is an implementing zone of the Medium Density Residential land use designation.

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

Staff Response: The applicant states that the proposal promotes the public necessity, convenience and general welfare because it will allow people to buy a home in a “nice neighborhood”. (Exhibit 2) What promotes the necessity, convenience and general welfare of the public more is that the proposal implements goals and policies of the comprehensive plan, specifically Residential Goal 4 and Policy 4.2 and Commercial Goal 3 and Policy 3.4.

- The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*

Staff Response: The proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City’s established levels of service.

- The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*

Staff Response: The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The RM zone implements the Comprehensive Plan’s Medium Density Residential land use designation.

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

Staff Response: Not applicable to the proposed change of zone.

**Staff Analysis of Proposal & Discussion:**

The proposed Change of Zone (COZ 19-06) is a request to change the zone of 1 parcel of land, approximately 4.48 acres in size located at 3605 S. Zintel Way, from Commercial, Community (CC) to Residential, Medium (RM). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-10) that changed the land use designation from Commercial to Medium Density Residential.

The Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential. Pursuant to Table 1 of the Comprehensive Plan, the RM zone is an implementing zoning district of the Medium Density Residential Land Use Designation.

Per KMC 18.03.040(3), “The purpose of the RM district is to establish areas for medium density single and multiple-family residential buildings and to establish regulations for their development. The district is for more intensive residential use where necessary or desirable to achieve good neighborhood design and stabilize land use.”

This proposal will implement the existing Medium Density Residential land use designation as well as promote the goals and policies of the comprehensive plan.

KMC 18.51.070(2) requires findings be made to support a change in zoning. The appropriate findings have been made to support this proposed rezoning.

**Findings:**

1. The applicant is Knutzen Engineering, (5401 Ridgeline Dr., Kennewick, WA 99338).
2. The property owner is Circle One Properties, LLC (18706 S. Clodfelter Rd., Kennewick, WA 99338).
3. The proposed change of zone is for parcel number 116894013188001 (3605 S. Zintel Way).
4. The request is to change the zoning from Commercial, Community (CC) to Residential, Medium (RM).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
6. The Residential, Medium (RM) zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from S. Zintel Way.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-10/PLN-2019-01136 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare by implementing Residential Goal 4 and Policy 4.2 and Commercial Goal 3 and Policy 3.4 of the comprehensive plan.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions:**

1. Approval will implement the Medium Density Residential land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The RM zone implements the Comprehensive Plan's Medium Density Residential land use designation.

**Recommendation:**

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-06 and recommend APPROVAL to City Council.

**Motion:**

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-06 and recommend APPROVAL to City Council approval of the request.

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

PROJECT # COZ 19-06 PLN- ~~2019~~ 2019 - ~~01137~~ 03015 FEE \$ 1063.00

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 Change of Zone

Environmental Determination PLN- 2019 - 01137 Pre Application Meeting PLN- \_\_\_\_\_ - \_\_\_\_\_

Applicant: Knutzen Engineering

Address: 5401 Ridgeline Dr, Kennewick WA 99338

Telephone: 509-222-0959 Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail nathan@knutzenengineering.com

Property Owner (if other than applicant): Circle One Properties, LLC

Address: 18706 S. Clodfelter Rd, Kennewick WA 99338

Telephone: 360-719-0276 Cell Phone: \_\_\_\_\_ E-mail dean@fdmdevelopment.com

**SITE INFORMATION**

Parcel No. 1-1689-401-3188-001 Acres 4.48 Zoning: CC

Address of property: 3605 S. Zintel Way, Kennewick WA 99337

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

Present use of property Vacant

Size of existing structure: 0 sq. ft. Size of Proposed addition/New structure: 0 sq. ft.

Height of building: 0 Cubic feet of excavation: 0 Cost of new construction 0

Benton County Assessor Market Improvement Value: 889,260

Description of Project: A change of zone from Commercial to Medium Density Residential.

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

Paul Knutzen  
Applicant's Signature

Alfred Olson  
Signature of owner or owner's authorized representative

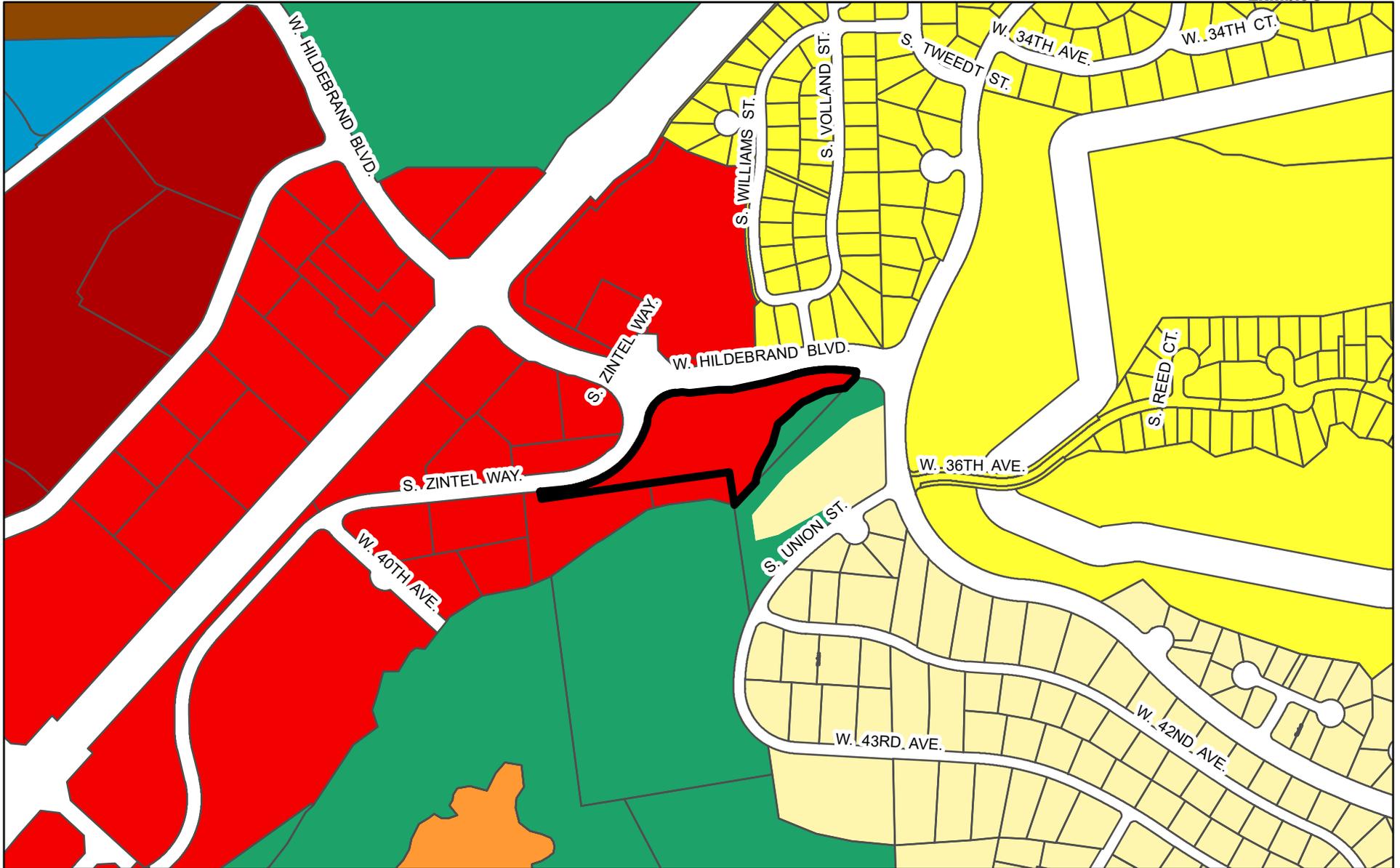
Date: 9/27/19







**COZ 19-06/PLN-2019-03015 Circle One Properties**



### COZ 19-06/PLN-2019-03015 Circle One Properties

- |  |   |   |
|--|---|---|
|  Commercial, Community |  Residential, High   |  Residential, Suburban |
|  Commercial, Regional  |  Residential, Medium |  Open Space            |
|  Public Facility       |  Residential, Low    |   |





CITY OF KENNEWICK  
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-01111, CPA 19-10

DESCRIPTION OF PROPOSAL: Request to change Comp Plan designation from Commercial to Residential, Medium.

PROPOSER: Knutzen Engineering (Dean Maldonado)

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 3605 S. Zintel Way.

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: Gregory McCormick, AICP  
POSITION/TITLE: Community Planning Director  
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336  
PHONE: (509) 585-4463

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: July 11, 2019

Signature: Gregory J. McCormick

\*\*\*\*\*

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 mailed to:

- Dept. of Ecology
- WA Dept of Fish & Wildlife
- WSDOT
- Yakama Nation
- CTUIR
- Project File



### NOTIFICATION OF MAILING

I, Melinda Didier, on 11/15/, 2019  
Mailed 23 copies of NOAH  
for COZ 19-06  
to Appl / prop owners w/in 300'

as shown on the attached list.

Melinda Didier  
Signature

COZ 19-06 / PLN-2019-03015  
3605 S ZINTEL WAY  
CC TO RM  
KNUTZEN ENGINEERING

**KENNEWICK PLANNING  
COMMISSION NOTICE OF PUBLIC  
HEARING**

**December 2, 2019 6:30 p.m.**

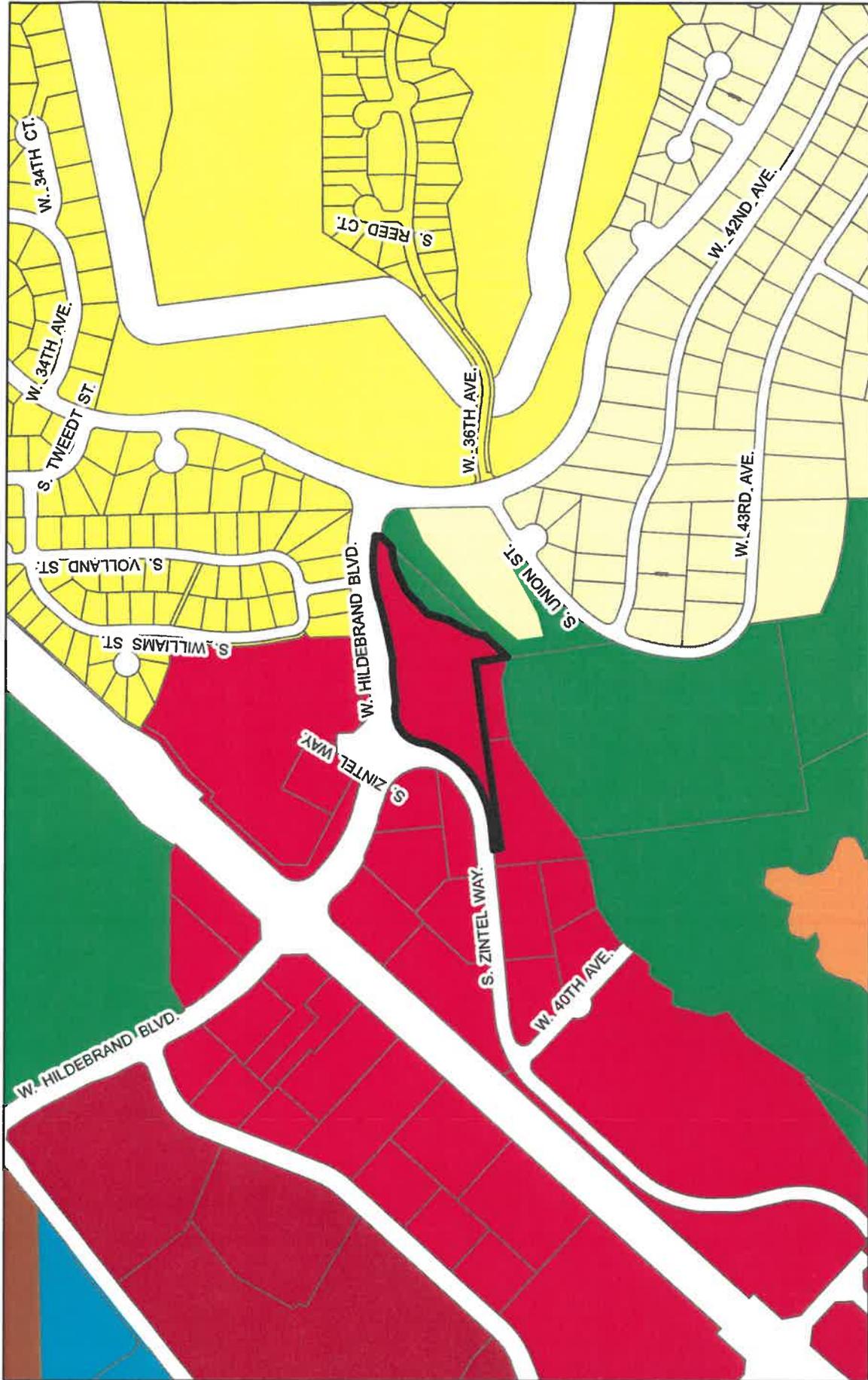
The Kennewick Planning Commission will hold a Public Hearing on December 2, 2019, at City Hall Council Chambers, 210 West 6<sup>th</sup> Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

**Proposal** – COZ 19-06/PLN-2019-03015 – Proposes to change the zoning of 4.48 acres from Commercial, Community (CC) to Residential, Medium (RM). The site is located at 3605 S. Zintel Way

**Proponent** – Circle One Properties, LLC

**Comment Period** – Written comments may be submitted via email to Anthony Muai at [amuai@ci.kennewick.wa.us](mailto:amuai@ci.kennewick.wa.us). Comments may also be mailed to 210 W. 6<sup>th</sup> Ave., Kennewick, WA 99336 on or before the hearing date or presented at the hearing.

The City of Kennewick welcomes full participation in public meetings 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 Melinda Didier at (509) 585-4275 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.



### COZ 19-06/PLN-2019-03015 Circle One Properties

- Commercial, Community
- Commercial, Regional
- Public Facility
- Residential, High
- Residential, Medium
- Residential, Suburban
- Open Space
- Residential, Low

37 MICHAEL & LINDE THOMAS 2701 W CANYON LAKES DR KENNEWICK, WA 99337	37 TREVER & KRISTIE BURNETT 3400 S LEDBETTER ST KENNEWICK, WA 99337	37 CANYON LAKES GOLF COURSE INC, 3700 W CANYON LAKES DR KENNEWICK, WA 99337
37 SITHOUH & VANPANOM SENGCHANH 3512 S WILLIAMS ST KENNEWICK, WA 99336	37 MICHAEL & JESSICA MARSHALL 3516 S WILLIAMS ST KENNEWICK, WA 99337	37 CHARLES & DAWN WATSON 3517 S VOLLAND ST KENNEWICK, WA 99337
37 ANDREW & KELLY BRANDT 3513 S VOLLAND ST KENNEWICK, WA 99337	37 SCOTT & CHRISTINE CROMAR 3509 S VOLLAND ST KENNEWICK, WA 99336	37 MCKINNON 3505 S VOLLAND ST KENNEWICK, WA 99336
37 EARL & BONITA MASON 4105 SPRING ISLAND OKATIE, SC 29909	37 PATRICK & JACQUELINE MORGAN 3509 S WILLIAMS ST KENNEWICK, WA 99336	37 39536 PROPERTIES LLC 8205 N DIVISION SPOKANE, WA 99208
37 DUP 39536 PROPERTIES LLC 8205 N DIVISION SPOKANE, WA 99208	37 HF PASCO LLC 1162 ADAIR DR RICHLAND, WA 99352	37 DUP 39536 PROPERTIES LLC 8205 N DIVISION SPOKANE, WA 99208
37 DUP 39536 PROPERTIES LLC 8205 N DIVISION SPOKANE, WA 99208	37 CITY OF KENNEWICK PO Box 6108 Kennewick, WA 99336	37 DUP CITY OF KENNEWICK PO BOX 6108 KENNEWICK, WA 0
37 TRI CITES DEVELOPMENT COMPANY LLC 15 SW COLORADO AVE BEND, OR 0	37 CIRCLE ONE PROPERTIES LLC 18706 S CLODFELTER RD KENNEWICK, WA 99338	37 GREGORY & VONDA SMITH 2703 S IRVING ST KENNEWICK, WA 0
37 DUP CIRCLE ONE PROPERTIES LLC 18706 S CLODFELTER RD KENNEWICK, WA 99338	37 ZINTEL PROPERTY MANAGEMENT LLC 2703 S IRVING ST KENNEWICK, WA 99338	37 DUP CIRCLE ONE PROPERTIES LLC 18706 S CLODFELTER RD KENNEWICK, WA 99338
37 BOULDER HEIGHTS, LLC 3405 S JOHNSON ST KENNEWICK, WA 99337	37 ERWIN L & I LLC PO BOX 820528 VANCOUVER, WA 98682	37 HAMILTON CELLARS LLC 55410 N SUNSET RD BENTON CITY WA 99320
37 BENTON COUNTY, PO BOX 190 PROSSER, WA 99350	37 KNUTZEN ENGINEERING 5401 RIDGELLINE DR #160 KENNEWICK WA 99338	COZ 19-06 / PLN-2019-03015 3605 S ZINTEL WAY CC TO RM KNUTZEN ENGINEERING

**Planning Commission Action Summary**  
**COZ 19-06/PLN-2019-03015**  
**(CC to RM)**

The Kennewick Planning Commission conducted a public hearing on December 2, 2019 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Rettig moved that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request.

**Findings**

1. The applicant is Knutzen Engineering, (5401 Ridgeline Dr., Kennewick, WA 99338).
2. The property owner is Circle One Properties, LLC (18706 S. Clodfelter Rd., Kennewick, WA 99338).
3. The proposed change of zone is for parcel number 116894013188001 (3605 S. Zintel Way).
4. The request is to change the zoning from Commercial, Community (CC) to Residential, Medium (RM).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
6. The Residential, Medium (RM) zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 16, 2019 and declared complete for processing on October 21, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on October 22, 2019.
9. Access to the site is currently provided from S. Zintel Way.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for CPA 19-10/PLN-2019-01136 was adopted for this proposal on July 11, 2019.
12. The Property Posting sign for the public hearing was posted on site October 23, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2019. Notices were mailed to property owners within 300 feet of the site on November 15, 2019.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare by implementing Residential Goal 4 and Policy 4.2 and Commercial Goal 3 and Policy 3.4 of the comprehensive plan.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

## **Conclusions**

1. Approval will implement the Medium Density Residential land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The RM zone implements the Comprehensive Plan's Medium Density Residential land use designation.

The motion was seconded by Commissioner Helgeson. The motion passed unanimously, with Commissioners Helgeson, Rettig, Stolle, and Vice Chairman Morris all in favor. Commissioners Hempstead, Moore and Chairman Pacheco were excused.

# Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	12/17/2019
Agenda Item Type	Resolution		
Subject	Final Latecomers Reimbursement Agreement		
Ordinance/Reso #	19-27	Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

## Recommendation

Adopt Resolution 19-27, authorizing the Mayor to sign a Final Latecomer Reimbursement Agreement, for a sewer line extension on West 4th Place.

## Motion for Consideration

I move to adopt Resolution 19-27.

## Summary

On November 5, 2019 the City Council adopted Resolution 19-22, authorizing a Preliminary Latecomer Reimbursement Agreement for a sewer line extension on W. 4th Place. The construction has been completed, and final costs have been documented, and are as follows:

Construction	33,911.40
Tax	2,916.38
Subtotal	36,827.78
Minus 2 sewer stubs	-3,040.80
Subtotal	33,786.98
5% PW permit	1,689.35
Latecomer application	210.00
Design	5,727.29
Total sewer main	41,413.62 => ¼ share = \$10,353.40

There are two properties that participated in the latecomer agreement: 3505 W. 4th Place and 3511 W. 4th Place. There are two properties that were non-participants: 3504 W. 4th Place and 3512 W. 4th Place. The 1/4 share will be assessed to the non-participating properties if they connect to the extended sewer line within the next 10 years.

## Alternatives

None recommended.

## Fiscal Impact

None

Through	Bruce Mills Dec 03, 13:53:15 GMT-0800 2019
Dept Head Approval	Cary Roe Dec 03, 15:28:06 GMT-0800 2019
City Mgr Approval	Marie Mosley Dec 11, 18:17:17 GMT-0800 2019

Attachments: Final Latecomer Agreement Resolution

Recording Required?

CITY OF KENNEWICK  
RESOLUTION NO. 19-27

A RESOLUTION APPROVING A FINAL LATECOMER REIMBURSEMENT  
AGREEMENT FOR A SEWER LINE EXTENSION ALONG A PORTION OF WEST  
4<sup>TH</sup> PLACE, EAST OF MORAIN STREET

WHEREAS, Dennis Wright, 3505 West 4<sup>th</sup> Place and Jennifer Wright, 3511 West 4<sup>th</sup> Place have requested to enter into a Final Latecomer Reimbursement Agreement with the City of Kennewick for the construction of sanitary sewer facilities for residential lots along a portion of West 4<sup>th</sup> Place, east of Morain Street; and

WHEREAS, Kennewick Municipal Code 5.64 provides for the potential reimbursement of costs for sewer system improvements serving existing single-family residential lots established or developed prior to 1995; and

WHEREAS, on November 5, 2019, the City Council adopted Resolution 19-22, approving a Preliminary Latecomer Reimbursement Agreement for this 4<sup>th</sup> Place sewer line extension; and

WHEREAS, on November 18, 2019, in accordance with KMC 5.64.080(5) a minimum of twenty (20) days in advance of the public hearing held on this date, the final determination of area boundaries and assessments, along with a description of the property owners' rights was forwarded by certified mail to the property owners of record as shown on the records of the Benton County Assessor within the proposed assessment area; and

WHEREAS, notice was published on December 7, 2019, that a public hearing would be held on this date concerning the latecomer agreement; and

WHEREAS, on this date City Council held a public hearing; NOW, THEREFORE,

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

**Section 1.** The following properties shall be subject to this Preliminary Latecomer Reimbursement Agreement:

- A.L. McFadden Subdivision, Block 1, Lot 7, also known as 3512 West 4<sup>th</sup> Place.
- A.L. McFadden Subdivision, Block 1, Lot 6, also known as 3504 West 4<sup>th</sup> Place.

**Section 2.** The Mayor is authorized to sign the Final Latecomer Reimbursement Agreement.

**Section 3.** The construction of sanitary sewer facilities for residential lots along a portion of West 4<sup>th</sup> Place has been completed.

**Section 4.** The final assessments for the costs of such improvements are approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17<sup>th</sup> day of December, 2019, and signed in authentication of its passage this 17<sup>th</sup> day of December, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-27 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 18<sup>th</sup> day of December, 2019.

Approved as to Form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

# FINAL HOMEOWNERS LATECOMERS REIMBURSEMENT AGREEMENT

## Sanitary Sewer Construction

### Existing Lots Developed Prior to 1995 –KMC 5.64:

#### Facility Contract

THIS AGREEMENT entered into this date by and between the City of Kennewick, Washington hereinafter called "City," and Dennis Wright and Jennifer Wright, hereinafter called "Owner(s);"

WITNESSETH:

WHEREAS, the City has by resolution adopted by the City Council on the 17<sup>th</sup> day of December, 2019, approved the construction of sewer utilities by the Owner(s) of certain residential lots and established a final reimbursement area and pro rata share of costs; NOW THEREFORE,

IT IS AGREED AS FOLLOWS:

1. Owner(s) listed in Exhibit A, Dennis and Jennifer Wright, have constructed, at their own expense, the sanitary sewer extension described and set forth by diagram in Exhibit B.
2. For a period of ten (10) years from date of the City Council's adoption of this Final Latecomers Reimbursement Agreement, any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule and reimbursement area map set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference as though fully set forth.

Exhibit A: includes a description of each tract of land within the reimbursement area, with the final assessment amount contemplated to be assessed against each non-participating property. (Final reimbursement area assessment roll).

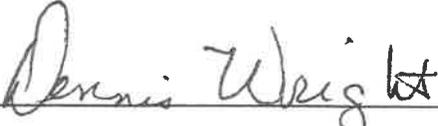
3. With completion of construction of the extension and its acceptance by the City Engineer, the facility has become a part of the municipal system of the City. Maintenance and operation costs

of said facilities will be borne by the City, except for work and corrections covered by the contractor's one-year warranty bond.

4. Following passage of this Final Latecomers Reimbursement Agreement by the City Council, no person, firm, or corporation shall be granted a permit or be authorized by the City to connect into or use any such facility, or extensions thereof, during the period of time prescribed in Paragraph (2) of this contract without first paying to the City, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibits A and B. All amounts so received by the municipality shall typically be remitted to the Owner(s) or assignee within sixty (60) days after the receipt thereof and per the provisions of KMC Chapter 5.64. After expiration of this time prescribed in Paragraph 2 of the contract, city standard fees in effect at the time will apply.
5. Following passage of this Final Latecomers Reimbursement Agreement by the City Council, whenever any connection is made onto the facility described in Paragraph (1) under this contract without such payment having first been made in accordance with Exhibit A, the City may remove or cause to be removed, such unauthorized connection and all connecting lines or pipe located in the facility right-of-way, and dispose of such material removed without any liability whatsoever.
6. Owner(s) hereunder are not an agent or an employee of the City.
7. Owner(s) agrees to pay to the City a handling, processing and administrative fee of ten percent (10%) of all reimbursements collected by the City on behalf of the owner(s).
8. Owner(s) releases and waives any claims for any liability of the City, its officials, agents, and employees in the establishment and enforcement of this Final Latecomers Reimbursement Agreement.
9. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Final Latecomers Reimbursement Agreement. Any funds collected under this Latecomers Reimbursement Agreement that are unclaimed by Owner(s) after ninety (90) days from the payment of each latecomers assessment, shall be returned to the parties making payment to the City, if they may be reasonably found, minus a ten percent (10%) city handling, processing and administration fee. After one hundred and twenty (120) days from the payment of each latecomers assessment, any remaining undeliverable funds shall inure to the benefit of the appropriate utility and/or fund approved by City Council.

10. The City in no way guarantees payment of assessments by latecomers, or enforceability of assessments, or enforceability of this Final Latecomers Reimbursement Agreement, or the amount(s) thereof against such persons or property. Nor will the offices or finances of the City be used for enforcement or collection of latecomers obligations beyond those duties specifically undertaken by the City herein. It shall be the obligations of the Owner(s) to take whatever authorized means are available to enforce payment of latecomers assessments within the term of this Final Latecomers Reimbursement Agreement; and Owner(s) is hereby authorized to take such actions.

DATED at City of Kennewick, Washington, this 17<sup>th</sup> day of December, 2019.

  
Owner: Dennis Wright - 3005 W. 4<sup>th</sup> Place, Kennewick

  
Owner: Jennifer Wright - 3511 W. 4<sup>th</sup> Place, Kennewick

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### W. 4<sup>th</sup> Place Latecomer Agreement For Dennis Wright, 3505 W. 4<sup>th</sup> Place Final Assessment Distribution Total Amount - \$41,413.62

	Property Address	Parcel # Legal Description	Property Owners(s)	Assessment
1	3005 W. 4 <sup>th</sup> Place	103894050002013 A.L. MCFADDEN, BLK 2, LOT 13	Wright, Dennis & Judith	\$0*
2	3511 W. 4 <sup>th</sup> Place	103894050002012 A.L. MCFADDEN, BLK 2, LOT 12	Wright, Jennifer	\$0*
3	3504 W. 4 <sup>th</sup> Place	103894050001006 A.L. MCFADDEN, BLK 1, LOT 6	Vankleeck, Timothy	\$10,353.40**
4	3512 W. 4 <sup>th</sup> Place	103894050001007 A.L. MCFADDEN, BLK 1, LOT 7	McDaniel, Jeffrey	\$10,353.40**

**Notes:**

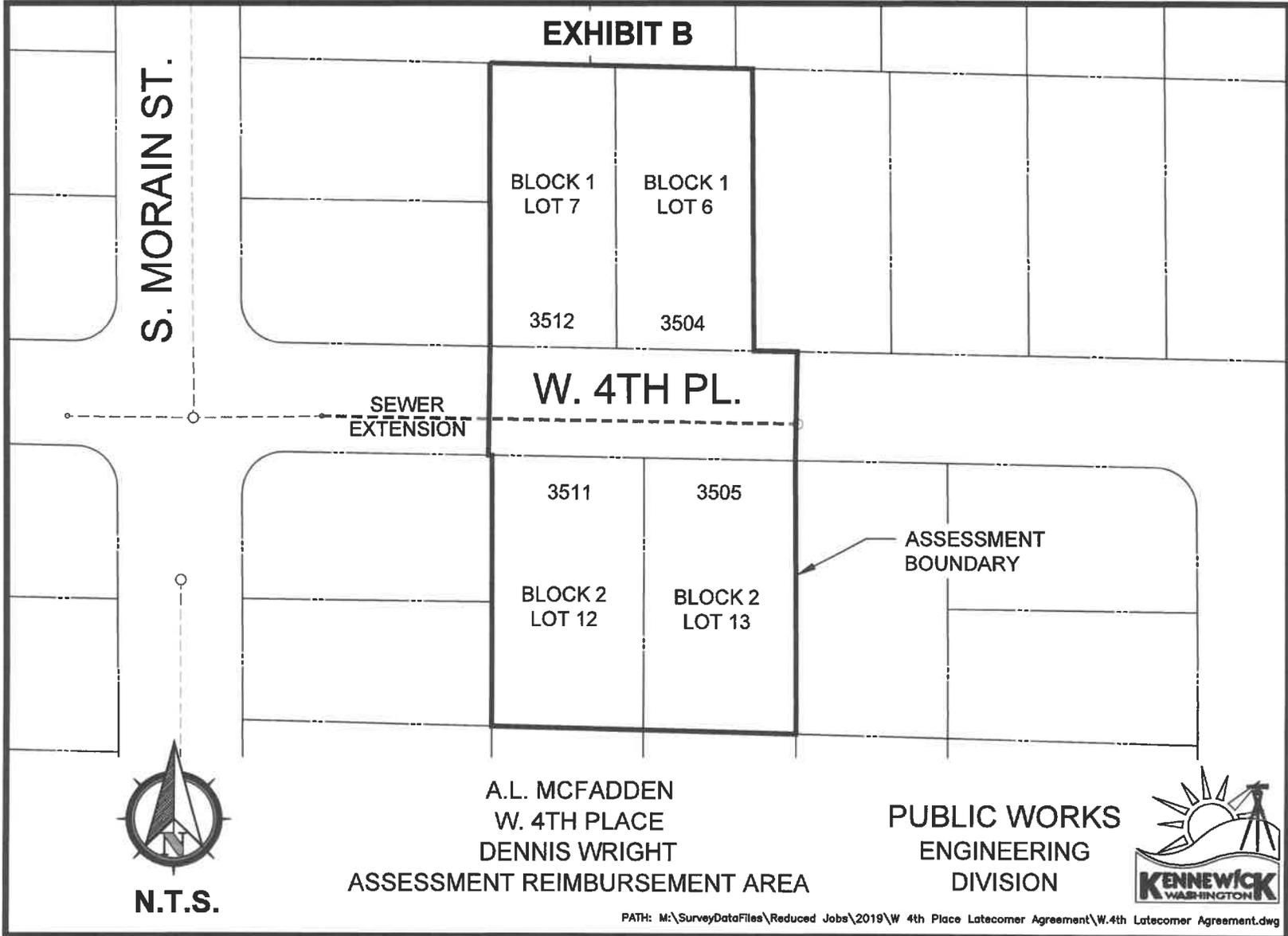
\*- Participating property owners, sharing the upfront construction costs per a private arrangement

\*\*- Two non-participating property owners, subject to paying 25% of total \$41,413.62 actual sewer main costs if connected to sewer within 10 years of latecomer agreement.

By arrangement, collected latecomer assessment will go to Dennis Wright and Jennifer Wright.

**Breakdown of final costs**

Construction	33,911.40	
Tax	<u>2,916.38</u>	
Subtotal	36,827.78	
Minus 2 sewer stubs	<u>-3,040.80</u>	
Subtotal	33,786.98	
5% PW permit	1,689.35	
Latecomer application	210.00	
Design	<u>5,727.29</u>	
Total sewer main	41,413.62	=> ¼ share = \$10,353.40



<b>Council Agenda Coversheet</b>  	Agenda Item Number	7.a.	Council Date	12/17/2019	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	City Manager Performance Review			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input checked="" type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	City Manager				

**Recommendation**

City Council determine a potential salary adjustment for the City Manager effective January 1, 2020 based on her achievement of Council established goals for 2019.

**Motion for Consideration**

I move to authorize a x% salary adjustment for the City Manager effective January 1, 2020 based on her achievement of the Council established goals for 2019.

**Summary**

The 2019/2020 biennial budget set forth a strategic plan for the City and staff to implement during the biennium. That strategic implementation plan became the organization and the City Manager goals for the biennium that are in alignment with Council's goals and priorities. The goals are identified in the attached presentation provided to the City Council and the City Manager performance review provided to the Council.

During the workshop of October 22nd, the City Manager reviewed the biennial goals and the accomplishments of those goals for 2019. Subsequently on November 26th, the City Manager sent her performance review, summarizing the goals and accomplishments to Council (which is attached). Council convened into an executive session on December 3rd to discuss achievement of the goals and provide feedback to the Mayor and Mayor Pro-Tem. On December 5th, the Mayor and Mayor Pro-Tem met with the City Manager to provide the results of the executive session.

The following information is provided for your consideration and is based on the AWC salary survey for 2019 of City Manager pay for Washington cities with population of 50,000 or more. The Kennewick City Manager's current salary is \$16,446. In comparison the AWC salary survey shows the 75th percentile (which is our non-contract target for comparators) for City Manager's with a population of 50,000 and above is \$18,305. Other comparisons from AWC salary survey show: 60th percentile is \$17,310; 65th percentile is \$17,487 and 70th percentile is \$18,122.

**Alternatives**

A 2% increase would equate to a salary of \$16,775, a 3% increase would equate to a salary of \$16,939, a 4% increase would equate to a salary of \$17,104 and a 5% increase would equate to a salary of \$17,268.

**Fiscal Impact**

Each 1% increase results in a \$164 salary increase per month.

Through	<input type="text"/>	Attachments: <input type="checkbox"/> Presentation <input type="checkbox"/> Performance Review
Dept Head Approval	<input type="text"/>	
City Mgr Approval	Marie Mosley Dec 11, 18:06:33 GMT-0800 2019	
		<input type="checkbox"/> Recording Required?



# Strategic Implementation Plan 2019/2020 Goals & Priorities

City Council Workshop  
October 22, 2019



# Priority Areas



*I want to be safe where I live, work  
and play.*



# Community Safety: Goals

Objective - Continue to Ensure the Safety of our Community by Maintaining Current Service Levels & Partnerships

## Continued Focus on Combatting Criminal Gang Activity

- \* Replace Police Radios - **Completed Portables; Working on Mobile Radios**
- \* Provide Cell Phone Capability for all Officers - **Completed**
- \* Continue focus on Implementation of Regional Programs - **Ongoing Collaboration**



## Enhance School Safety

- \* Continue School Resource Officer (SRO) Program in High Schools - **Completed**
- \* Implement 5 new SRO's in each of the Middle Schools and share the costs with Kennewick School District - **Discussions with KSD on funding currently in Park & Highlands Middle School**
- \* Realign our DARE program in support of the new SRO's - **Will occur if we implement SRO's in all 5 middle schools, if KSD identifies funding**



# Provide Recommendations to Address High Priority Capital Needs in Fire

## Strategic Fire Station Planning:

- Provide a financial plan, to include the timing for each of the stations and the bonding requirements for building station #6, remodel or replace station #1 and rebuilding station #3 for council consideration. – **In process**
- Select a project manager for fire station projects – **Completed**
- Complete the fire station design – **In Process**
- Construct the fire station that is identified as the priority project in this biennium – **Bid Station #3 in 2020**

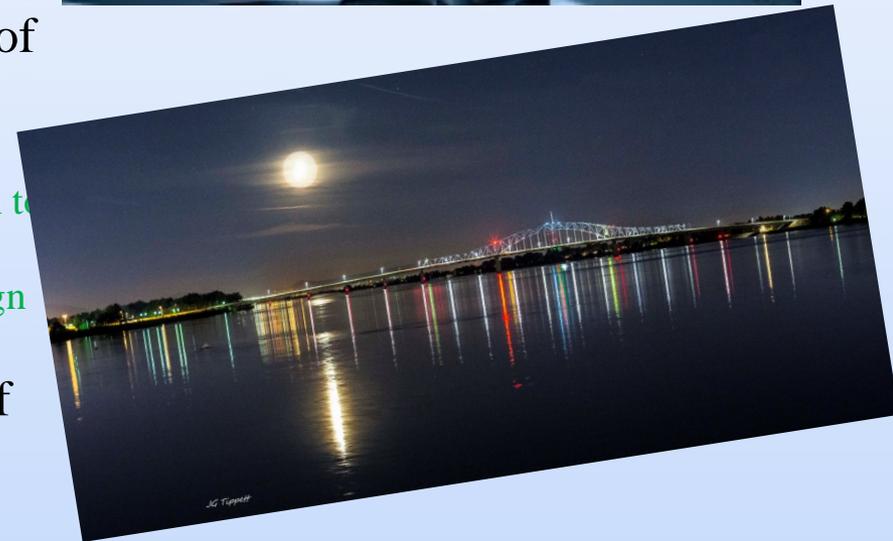
## Implementation of Strategic Staffing Model:

- Hire the twelve new firefighters by March 1, 2019 to meet the SAFER grant requirements – **Completed**
- Implement the regional recruit academy – **Completed for the 12 new recruits**
- Hire the approved deputy chief position – **Working on Chief position and will hire Deputy Chief in 2020**
- Implement the interim deployment model until Station #6 is built and staffed with the new positions – **will implement a sustainable model in 2020**



# Provide Safe Drinking Water for our Existing and Growing Population

- ✿ Implement the recommendations from the Water/Sewer Rate Study approved by Council and incorporated into the biennial budget:
  - ✿ Hire the ACT Specialist position to provide backup for the SCADA & Telemetry Program in 2019 – **Completed in March, 2019**
  - ✿ Hire the Pre-treatment program lead in support of our growing pre-treatment requirements – **Completed in May, 2019**
- ✿ Complete the priority capital projects that are identified in the biennial budget in support of the rate study (following are some of the projects):
  - ✿ AMR/AMI project – **In process**
  - ✿ 18<sup>th</sup> & Kellogg Reservoir Improvements – **Design to be Completed in Nov, 2019; Bid in Jan, 2020**
  - ✿ Zone 2 Transmission Main Improvements – **Design complete and construction to occur in 2020**
- ✿ Update rate study in 2020 for preparation of the 2021/2022 biennial budget – **Complete in 2020**



*I want a diverse and vibrant economy  
in Kennewick.*



# Economic Development: Goals

Objective - Support Existing Businesses and the Creation of Sustainable Family Wage Jobs

- \* Support and Promote the Realignment of the City's Urban Growth Area
- \* Implement the Vision and Policies Established for the City's Opportunity Centers:
  - \* Bridge to Bridge/Downtown
  - \* Vista Entertainment District
  - \* Columbia Park
  - \* Southridge
- \* Support Legislative Efforts for the Building Business Ecosystems Bill



# Economic Development Priorities

## Implement the realignment of the Cities UGA

- \* Partnership with Benton County, property owners and Futurewise to support the realignment application – **Application will be considered by Benton County by 12/31/19; discussion with agencies & owners**
- \* Work with Developers and Property Owners to implement the vision – **Preliminary discussions occurring and will continue in 2020**

## Southridge Development

- \* Work in partnership with property owners and developers to implement the vision of Southridge – **Completed regional stormwater facility project**

## Rural County Capital Funds & Partnerships:

- \* **Columbia Gardens** – implement phase II in partnership with the County, Port, CBC and private developers – **2<sup>nd</sup> Tasting Room in process; Loop Road Work**
- \* **Vista Field** – implement phase I Vista Field improvements in partnership with the Port & provide the synergy with the Entertainment District – **Public Private Project Announcement & Vista Waterline Improvements**
- \* Partnership with Port of Kennewick – continue to identify and implement other RCCF partnership opportunities – **Discussions on future opportunities**

## Bridge to Bridge/Downtown – In partnership with Port of Kennewick, HDKP, CBC and other stakeholders to implement the vision for Bridge to Bridge area

- \* Connectivity – make recommendations on improvements to Washington to support connectivity from the Riverfront to the Downtown – **Received \$500k complete streets award for Washington Corridor Improvements**

## Support Building Business Ecosystems Act – for Vista Field Development – **Legislative Process & Priority (held workshop with legislators)**

## Community Branding:

- \* **Wayfinding** – implement phase I Wayfinding in Kennewick – **Bids In process on Gateway Signage; Columbia River Landing & Columbia Park Monument Installed**



*I want a well-maintained City whose infrastructure keeps pace with growth.*



# Infrastructure and Growth: Goals

Objective - Maintain Existing Infrastructure and Build New Infrastructure to Support Economic Development & Expansion

- ✿ Strategic Funding & Implementation of a Sustainable Capital Facilities Plan
  - ✿ Transportation Projects
  - ✿ Utility Infrastructure
  - ✿ City Owned Facilities & Parks
- ✿ Continue Infrastructure Planning and the Development of Creative Legislative Solutions to Achieve Council's Strategic Goals in our Opportunity Centers
- ✿ Implement Creative Solutions to Maintain the City's Existing Infrastructure & Provide for Growth in the Most Efficient Manner Possible



# Infrastructure & Growth Priorities

## \* Sustainable Funding for Priority Capital Facilities Plan:

- \* Pavement Preservation – \$2M annually plus Kennewick Avenue project & continue to review long-term strategy for sustainable funding – **Completed 2019 projects**
- \* Priority Capital Needs (strategic plan to manage the aging infrastructure):
  - \* Police & Fire Fleet Replacement Program – additional one-time funding – **2019 Vehicles Purchased**
  - \* Street & Parks Partial Fleet Replacement – additional one-time funding – **2019 Vehicles Purchased**
  - \* Fire Stations – implement the recommendations for Fire Station facilities – **In Process**
  - \* Ridgeline/395 Intersection – in partnership with WDOT – **In Process; Bid in 2020**
  - \* Planned Replacement of City Hall – in 5 years (develop options & recommendation) – **In Process**
  - \* Technology Improvements – implement IT strategic plan – **In Process**
  - \* Sidewalk Replacement Program – identify & implement priority improvements – **Project Awarded**

## \* Water/Sewer & Stormwater Rate Recommendations:

- \* Wastewater Treatment Plant Improvements – **Completed phase 2 pilot project**
- \* Sewer Interceptor Project – **Completed ph 1 and design/bid of ph 2; ph 3 design underway**
- \* Equipment Operator for Stormwater – **Hired in 2019**
- \* Priority Plant & Infrastructure Capital Needs
- \* Decant Facility & Equipment – **Completed**
- \* Review Water/Sewer & Stormwater Rates in 2020 for the upcoming biennium – **2020 Review**

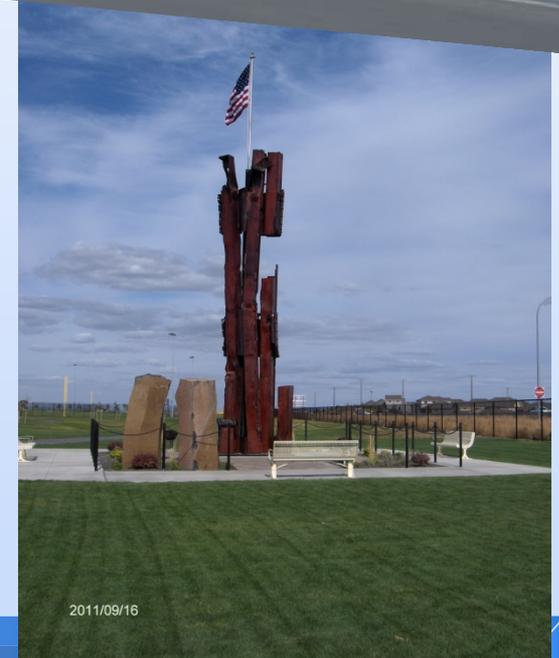
*I want to enjoy access to a variety of amenities and opportunities in a safe environment.*



# Quality of Life Goals

Objective – Maintain Parks, Provide for Diverse Entertainment Options and Offer Recreation Programs for a Well Planned Community

- ❁ Support and Promote Conveyance of Columbia Park
- ❁ Leverage Community Partnerships and Align our Service Delivery to Implement Council Goals and Priorities
- ❁ Prepare for Future Growth through Implementation of our Strategic Comprehensive Plan



# Quality of Life Priorities

## ✿ Support & Promote Conveyance of Shoreline

- ★ Partner with USACE & other agencies – Discussions in process, met with Tribes and working on MOU with Tribes
- ★ Complete Golf Course Clubhouse – Completed
- ★ Secure Sponsorships & Complete Playground of Dreams – Completed
- ★ Partner with Kiwanis Club to identify options for JS Express – In Discussions

## ✿ Leverage Partnerships in Community

- ★ Wildland/Urban interface mitigation plan – Zintel Canyon partnership with KID and cross functional team – Team Rubicon, Encampments and City/KID Efforts in Zintel
- ★ Homeless ness & Housing – Work with Housing Authority and other partners to find creative solutions for Homeless & Affordable Housing Options – Tiny Houses & Other Partnership Opportunities

## ✿ Park & Greenway Maintenance

- ★ Tree replacement and maintenance program – Assessed & Removed Priority Trees Replacement
- ★ Work on creative solutions (Arts in Roundabouts); seek sponsorship opportunities & maintain art projects – Sponsorships and work in process and completed
- ★ Implement modified Jail Work Crew & Part-time/Seasonal Help – Completed

## ✿ Implement Cost Recovery Recommendations:

- ★ Recover minimum of 60% of the costs of Youth & Senior Programs – Completed Youth & Phasing in Senior Programs
- ★ Recover 100% of the costs for Adult Programs – Completed

*I want a City government that is responsive,  
responsible and fiscally accountable.*





# Responsible Government Priorities

- ✿ IT Strategic Plan – Implement IT Strategic Plan Recommendations:
  - ✿ Eden System Replacement – In Process
  - ✿ BIPIN System Replacement – Including new analyst to support BIPIN and cross training – In Process (Analyst Hired; Cross-Training Occurring); Complete in 2020
  - ✿ Network Security Audit – 2020 Project
  - ✿ Televising Council Meetings – Enhance outreach to community – Implemented 9/3/19
  - ✿ Phase 3 Physical Security – Water Treatment Plant – 2020 Project
  - ✿ Workstation Replacement Program – Completed
  - ✿ Advanced Authentication – Restrict unauthorized access – In Process
- ✿ Records Management – Form a public records unit
  - ✿ Consolidate police & city public records unit and make public records officer full-time – Completed
- ✿ Fleet System – provide sustainable funding
  - ✿ Replacement Reserves for all City fleet – 2019 vehicles have been purchased
  - ✿ Evaluate mechanic position & needs at mid-biennium – Pending

# Responsible Government Priorities

- ✿ Internal Cross Functional Teams and Succession Planning:
  - ✧ Cross Training Opportunity for BIPIN Analyst – In Process
  - ✧ Cross Training Opportunity for CDBG Coordinator Position – In process
  - ✧ Realignment of Existing Personnel – AMR system implementation
  - ✧ Implement Cross Function Teams:
    - ✧ Development Review – Continue with Cross Functional Team & Developer Input
    - ✧ Inspection Program – In Process
    - ✧ Attracting the Next Generation – Succession Planning & Cross Functional Team Efforts – In Process
    - ✧ Social Media and Public Outreach – Continue Implementation; KONA Radio Highlights; Press Releases, Interviews, Communication and Relationship Building
    - ✧ Zintel Canyon Mitigation – Formed and working on projects
- ✿ Partnerships – work with developers and partner agencies to provide the best service to our citizens and community by identifying creative/flexible solutions – Developer Forums and Feedback



# Questions or Comments

Strategic Plan Implementation  
2019 Accomplishments



**CITY OF KENNEWICK**  
PERFORMANCE REVIEW

Employee Name:	Marie Mosley	Employee Number:	
Title:	City Manager	Review Type:	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Probationary
Department:	City Manager	Supervisor:	City Council
Period Evaluated:	1/1/2019-12/31/2019	Length of Time Supervising Employee:	9 years

**2019/2020 PAY-FOR-PERFORMANCE GOALS**

<b>Organizational Goals</b>			
<b>Goals</b>	<b>Weight</b>	<b>Measurement</b>	<b>Year-End Evaluation</b>
<i>Community Safety</i>		Continue Focus on Combatting Criminal Gang Activity: <ol style="list-style-type: none"> <li>1. Replace Police Radios</li> <li>2. Provide Cell Phone Capability for all Officers</li> <li>3. Continue Focus on Implementation of Regional Programs</li> </ol>	<ol style="list-style-type: none"> <li>1. Completed – The replacement of portable radios; working on mobile radios</li> <li>2. Fully completed – We have provided cell phones for each officer for a more effective use of our resources</li> <li>3. Ongoing collaboration – Will continue with implementation of regional programs and partnerships</li> </ol>
<i>Community Safety</i>		Enhance School Safety: <ol style="list-style-type: none"> <li>1. Continue School Resource Officers (SRO) Program in High Schools</li> <li>2. Implement 5 new SRO’s in each of the middle schools and share the costs with Kennewick School District</li> <li>3. Realign our DARE Program in support of the new SRO’s</li> </ol>	<ol style="list-style-type: none"> <li>1. Completed – SRO’s are continuing to provide support to the KSD in each of the High Schools</li> <li>2. In Discussion – KSD is continuing to look at funding for all middle schools as we continue with SRO’s in Highlands and Park Middle School</li> <li>3. In Discussion – will occur if we implement SRO’s in all 5 middle schools</li> </ol>
<i>Community Safety</i>		Strategic Fire Station Planning: <ol style="list-style-type: none"> <li>1. Provide a financial plan for building station #6, remodel or replace station #1 and rebuilding station #3 for council consideration</li> <li>2. Complete the fire station design</li> <li>3. Construct the fire station that is identified as a priority project for the biennium</li> </ol>	<ol style="list-style-type: none"> <li>1. In Process – reviewing and working on providing a plan for the 3 fire stations to present to Council in 2020</li> <li>2. In Process – Fire station #3 design will be complete and bid in the Spring, 2020; November 19<sup>th</sup> will present the bond delegation ordinance for Council consideration</li> <li>3. In Process – On schedule to bid station #3 in 2020</li> </ol>
<i>Community Safety</i>		Implementation of Strategic Staffing Model: <ol style="list-style-type: none"> <li>1. Hire the twelve new firefighters by March 1, 2019 to meet SAFER grant requirements</li> <li>2. Implement the regional academy</li> <li>3. Hire the approved deputy chief position</li> <li>4. Implement the interim deployment model until station #6 is built and staffed with the new positions</li> </ol>	<ol style="list-style-type: none"> <li>1. Completed – all twelve firefighters were hired by March 1, 2019</li> <li>2. Completed – all twelve new recruits went through the regional fire academy</li> <li>3. In Process – working on Chief position and will hire Deputy Chief in 2020</li> <li>4. In process – will implement a sustainable deployment model in 2020</li> </ol>

<i>Community Safety</i>		Implement the recommendations from the Water/Sewer Rate Study approved by Council and incorporated into the biennial budget: <ol style="list-style-type: none"> <li>1. Hire the ACT Specialist position to provide backup for the SCADA &amp; Telemetry program in 2019</li> <li>2. Hire the pre-treatment program lead in support of our growing pre-treatment requirements</li> </ol>	<ol style="list-style-type: none"> <li>1. Completed in March, 2019</li> <li>2. Completed in May, 2019</li> </ol>
<i>Community Safety</i>		Complete the priority capital projects that are identified in the biennial budget in support of the rate study: <ol style="list-style-type: none"> <li>1. AMR/AMI Project</li> <li>2. 18<sup>th</sup> &amp; Kellogg Reservoir Improvements</li> <li>3. Zone 2 Transmission Main Improvements</li> </ol>	<ol style="list-style-type: none"> <li>1. In Process</li> <li>2. Design to be completed in Nov, 2019; bid in Jan, 2020; bond delegation ordinance presented to Council for consideration on Nov. 19<sup>th</sup></li> <li>3. Design complete and construction to occur in 2020</li> </ol>
<i>Community Safety</i>		Update water/sewer rate study in 2020 for preparation of 2021/2022 biennial budget	Complete in 2020
<i>Economic Development</i>		Implement the realignment of the Cities Urban Growth Area (UGA): <ol style="list-style-type: none"> <li>1. Partnership with Benton County, property owners and Futurewise to support the realignment application</li> <li>2. Work with developers and property owners to implement the vision</li> </ol>	<ol style="list-style-type: none"> <li>1. In Process – application was unanimously approved by the B/C Planning Commission and will be considered by Benton County Commissioners on Dec 3<sup>rd</sup>; discussion with agencies and owners is ongoing</li> <li>2. Preliminary discussions occurring and will continue in 2020</li> </ol>
<i>Economic Development</i>		Southridge Development: <ol style="list-style-type: none"> <li>1. Work in partnership with property owners and developers to implement the vision of Southridge</li> </ol>	<ol style="list-style-type: none"> <li>1. Completed regional stormwater facility project; continue to discuss commercial opportunities with developers; residential development is ongoing</li> </ol>
<i>Economic Development</i>		Rural County Capital Funds & Partnership: <ol style="list-style-type: none"> <li>1. Columbia Gardens – implement phase II in partnership with the County, Port, CBC and private developers</li> <li>2. Vista Field – implement phase I Vista Field improvement in partnership with the Port &amp; provide the synergy with the Entertainment District</li> <li>3. Partnership with the Port of Kennewick – continue to identify and implement other RCCF partnership opportunities</li> </ol>	<ol style="list-style-type: none"> <li>1. 2<sup>nd</sup> tasting room in process; loop road work completed; discussion with CBC continue regarding culinary arts school</li> <li>2. Public private project announcement &amp; Vista Waterline Improvements; Grandridge/Deschutes realignment in process and should be complete in Spring, 2020</li> <li>3. Discussions on future opportunities and potential MOU</li> </ol>
<i>Economic Development</i>		Bridge to Bridget/Downtown – In partnership with Port of Kennewick, HDKP, CBC and other stakeholders to implement the vision for Bridget to Bridge area: <ol style="list-style-type: none"> <li>1. Connectivity – make recommendation on improvements to Washington Street to support connectivity from the Riverfront to the Downtown</li> </ol>	<ol style="list-style-type: none"> <li>1. Received \$500k complete street award for Washington Corridor Improvements and formed a multi-jurisdictional/cross-functional team to make a recommendation on improvements</li> </ol>
<i>Economic Development</i>		Support Building Business Ecosystems Act – for Vista Field Development	<ol style="list-style-type: none"> <li>1. In process – establish this as a legislative priority and met with legislators during a workshop in 2019 to discuss priorities and jointly working together</li> </ol>

<i>Economic Development</i>		Community Branding: 1. Wayfinding – implement phase I wayfinding in Kennewick	1. In process – bids are in process on gateway signage (presented at the 11/19 council meeting); Columbia River Landing & Columbia Park monument have been installed
<i>Infrastructure and Growth</i>		Sustainable Funding for Priority Capital Facilities Plan: 1. Pavement Preservation - \$2M annually plus Kennewick Avenue project & continue to review long-term strategy for sustainable funding 2. Priority Capital Needs (strategic plan to manage the aging infrastructure): <ul style="list-style-type: none"> <li>• Police &amp; Fire Fleet Replacement</li> <li>• Street &amp; Parks Partial Fleet Replacement</li> <li>• Fire Stations</li> <li>• Ridgeline/395 Intersection</li> <li>• Planned Replacement of City Hall</li> <li>• Technology Improvements</li> <li>• Sidewalk Replacement Program</li> </ul>	1. Completed 2019 pavement preservation projects and will provide a recommendation on ongoing pavement preservation funding in 2020 2. In Process <ul style="list-style-type: none"> <li>• Police, Fire, Street &amp; Parks 2019 vehicles have been purchased;</li> <li>• Fire station #3 in process with design; complete design and bid project in 2020; will provide plan for station #6 and station #1 in 2020</li> <li>• Ridgeline/395 in process of design and ROW purchase to bid in 2020</li> <li>• Working on options for City Hall replacement</li> <li>• Implementation of IT strategic plan in process</li> <li>• Sidewalk replacement project awarded</li> </ul>
<i>Infrastructure and Growth</i>		Water/Sewer & Stormwater Rate Recommendation: 1. Wastewater Treatment Plant Improvements 2. Sewer Interceptor Project 3. Equipment Operator for Stormwater 4. Priority Plan & Infrastructure Capital Needs 5. Decant Facility & Equipment 6. Review Water/Sewer & Stormwater Rates in 2020 for the upcoming biennium	1. Completed Phase 2 pilot project 2. Completed Phase 1 and design/bid of phase 2; phase 3 design underway 3. Hired in 2019 4. In process 5. Completed in 2019 6. Will be completed in 2020 as part of the 2021/2022 biennial budget planning
<i>Quality of Life</i>		Support & Promote Conveyance of Shoreline: 1. Partners with USACE & other agencies 2. Complete Golf Course Clubhouse 3. Secure Sponsorships & Complete Playground of Dreams 4. Partner with Kiwanis Club to identify options for JS Express	1. Discussion in process – met with CTUIR and working on a MOU 2. Completed & Restaurateur secured 3. Completed with assistance of Toyota of T/C Sponsorship 4. In current discussions on options
<i>Quality of Life</i>		Leverage Partnership in Community 1. Wildland/Urban interface mitigation plan – Zintel Canyon partnership with KID and cross function team 2. Homelessness & Housing – work with Housing Authority and other partners to find creative solutions for Homeless & Affordable Housing Options	1. Team Rubicon, Encampments and City/KID efforts in Zintel Canyon to clean up 2. Tiny Houses & Other Partnership Opportunities
<i>Quality of Life</i>		Park & Greenway Maintenance 1. Tree replacement & maintenance program 2. Work on creative solutions (Arts in Roundabouts); seek sponsorship opportunities	1. Assessed and removed priority trees; continue to evaluate and remove trees 2. Sponsorships have been secured by STCU and working on replacing landscaping in roundabouts with art in roundabouts – in progress
<i>Quality of Life</i>		Implement cost Recovery Recommendations 1. Recover minimum of 60% of the costs of youth and senior programs	1. Completed youth programs and phasing in the senior programs 2. Completed

		2. Recover 100% of the costs for adult programs	
<i>Responsible Government</i>		Utilize creativity and flexibility in program delivery 1. Cross Functional Teams 2. Staff Development	1. Development review, mitigation team, snow events, community events, SAFER grant, complete streets grant, facilities committee, graffiti abatement team, citizen academy, social media and public relations 2. Working on succession planning for retirements and developing successors through leadership opportunities
<i>Responsible Government</i>		Fully Implement the 5-Year IT Strategic Plan 1. Eden System Replacement 2. BIPIN System Replacement 3. Network Security Audit 4. Televising Council Meetings 5. Phase 3 Physical Security – Water Treatment Plant 6. Workstation Replacement Program 7. Advanced Authentication	1. In Process – team has been established; work is on track to implement financials in 2020 2. In Process – Analyst has been hired, cross training occurring; implementation in process and scheduled to be completed in 2020 3. 2020 Project 4. Implemented 9/3/19 5. 2020 Project 6. Completed 7. In Process
<i>Responsible Government</i>		Records Management – Form a public records unit 1. Consolidate police & city public records unit and make public records officer full-time	1. Completed – cross functional team has been formed and producing successful results
<i>Responsible Government</i>		Fleet System Sustainable Funding 1. Replacement reserves for all city fleet 2. Evaluate mechanic position & needs at mid-biennium	1. 2019 vehicles have been purchased 2. Pending – not approved at this time
<i>Responsible Government</i>		Internal Cross Functional Teams and Succession Planning 1. Cross Training Opportunity for BIPIN Analyst 2. Cross Training Opportunity for CDBG Coordinator Position 3. Realignment of Existing Personnel with AMR Project 4. Implement Cross Function Teams	1. In process – cross training is occurring 2. In process – cross training is occurring 3. Will occur with AMR implementation 4. In Process and Continued Priority: a. Development Review – continue with developer & HBA input b. Inspection Program – in process; have implemented meetings and looking at other opportunities c. Attracting Next Generation – succession planning & cross functional team efforts in process d. Social Media & Public Outreach – continue implementation (KONA radio highlights, press releases, interviews, communication and relationship building) e. Zintel Canyon Mitigation Team – formed and working on clean-up efforts, grant funding opportunity and other projects
<i>Responsible Government</i>		Partnerships – work with developers and partner agencies to provide the best service to our citizens and community by identifying creative/flexible solutions	Developer forums and feedback are hosted at City Hall periodically (usually semi-annually or as needed)

**INITIAL GOAL SETTING SIGNATURES**

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/Division Mgr: \_\_\_\_\_

Date: \_\_\_\_\_

Dept. Head: \_\_\_\_\_

Date: \_\_\_\_\_

**2018 FOUNDATIONAL COMPETENCIES & CORE VALUES**

We will provide excellent public service and ensure the safety and wellbeing of our community and one another through empowerment of each employee. We value *Integrity, Inclusiveness, Stewardship* and *Communication*. We are accountable to our community for innovative and collaborative efforts that anticipate needs, leverage resources and deliver solutions.

**STRATEGIC THINKING & ORGANIZATIONAL ALIGNMENT:** Possess the ability to link long range vision and concepts to daily work; able to think conceptually and see the “big picture.” Understands the purpose of one’s job and how it fits into the organization as a whole. [Strategic Thinking]

EMPLOYEE:	I have worked on aligning Council Goals with staffing resources and overall City-wide priorities. I have developed a strategic program for the organization that helps to keep our work focused on implementing strategic council goals and objectives. We continue to work with the boards and commissions to implement strategic workplans that are aligned with council goals and priorities to assure staffing resources are aligned and the organization, boards, commissions and Council are all moving forward together to implement overall goals and priorities. It is important to continue to assure we are all moving forward together and to periodically reassess Council goals and priorities. Establishing and reassessing council overall goals and priorities will allow our resources to be allocated to the high priority projects and programs and will also help, as we implement our biennial budget, to appropriately allocate our budget resources to operational and capital priorities. We are focused on hiring and promoting the right people to be a part of our City team that will look at creative ways (within the legal constraints) to implement priorities. I provided the mid-biennium accomplishments in implementing our strategic plan during the October 22, 2019 workshop. Those accomplishments are also identified above.
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SUPERVISOR:	
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**LEADERSHIP:** Takes an active role in promoting the development of an inspiring, relevant vision for the City. Influences others to share ownership of the City’s mission to create an ethical environment that delivers value for the community and fosters individual growth. [Initiative; Inclusiveness; Communication; Integrity; Progressiveness]

EMPLOYEE:	The Department Head Team is infusing the City’s core values into all aspects of our jobs (including hiring, promotions, evaluations, pay for performance, resource allocation, etc.). We are holding staff accountable to these core values and to achieving Council goals and priorities. I have been sending out updates to the organization on progress in implementing Council’s strategic plan and other priorities, so that the organization is aware of Council’s priorities and any changes that have occurred so we are moving forward together in alignment. I have also met in small groups with each of the divisions within the organization to discuss the biennial budget, accomplishments, opportunity centers and how the City is moving forward to implement Council goals. During these meetings, I ask for input on what we can do to make them successful, provide opportunities and to answer any questions and seek feedback from the organization. I have been involved in the Washington City Managers Association mentoring program and the Chamber of Commerce Women’s Leadership Conference in an effort to encourage others interested in leadership roles in the City Manager field and in our community.
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SUPERVISOR:	
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<b>PERSONAL TRAITS:</b> Is aware of own strengths and limitations, has willingness to change, acts with integrity, has acceptable attendance and demonstrates an understanding of the City's values and a commitment to the City's mission. [Attendance; Dependability; Willingness to Improve; Integrity; Communication; Professionalism]	
EMPLOYEE:	I am committed to our City's overall mission and core values. I continue working to demonstrate my commitment each day. We have a great leadership team with diverse experiences and expertise that make us a cohesive group that can discuss the best approaches to implement programs, policies and procedures that achieve council goals and priorities. I continue to review and evaluate how other organizations are succeeding and try to implement solutions to challenges the City of Kennewick faces based on experiences and successes from other agencies. I encourage the leadership team and organization to provide flexible, creative solutions as we are implementing the regulatory requirements for the organization.
SUPERVISOR:	
<b>LEARNING SYSTEMS:</b> Effectively uses all experiences as opportunities to learn and grow as an individual and to translate that growth to the organization as a whole. [Willingness to grow professionally and/or academically; Adaptability; Stress Management]	
EMPLOYEE:	I continue to access resources and learn from others success. I work to implement policies and procedures that help us to be a better organization and to assure we are moving forward together in alignment with Council goals and priorities. I continually look at best practices that other organizations have implemented and learn how to implement those practices in the City of Kennewick. There are many organizations available to learn from (ICMA, AWC, MRSC, Community Partners, Local Professional Organizations, etc.) and I continue to try to capture experience and expertise from those organizations and our local partners. I encourage each of the leadership team to be involved and seek best practices from their professional organizations. I was a board member for Washington City & County Managers Association and continue to network and learn from other organizations.
SUPERVISOR:	
<b>QUALITY MANAGEMENT:</b> Creates and maintains a professional, high performing environment, delivering quality products and services against established standards. [Work Quality; Focus; Productivity; Effectiveness in position]	
EMPLOYEE:	We work to hire and promote the most qualified employees that are committed to the City's overall goals, objectives and core values. I continue to work with all staff to ensure we are the most effective organization and are working together to implement Council's priorities. I have set up small group meetings that allow discussion of the City's overall goals and priorities as well as receiving feedback to ensure the City is aligned with Council's overall goals and priorities. We have successfully implemented a pay for performance program for all non-contract employees. We continue to evaluate and modify this program to have availability to move through the salary range based on achieving established goals and expertise in the position. I continue to meet with our partners to make our community a better place and leverage our resources to implement (as a community) the priorities of the council.
SUPERVISOR:	
<b>RELATIONSHIP MANAGEMENT:</b> Possesses the ability to identify and develop positive relationships, internal and external to the City, to facilitate work efforts and gain support/cooperation. [Teamwork; Communication; Cooperation]	
EMPLOYEE:	I have worked on establishing relationships with our community partners and business community. We are working together as an organization to anticipate potential vulnerabilities and alleviate them before they occur. We have developed a business friendly environment for our builders and developers. We continue to work with our local and regional partners to utilize our resources most effectively for the betterment of our community. I have met with small groups in the organization to learn about their jobs and to hear from our employees their ideas and suggestions. I have also met with our union leadership to discuss overall goals and priorities and work in partnership to implement those priorities. I have worked on the relationships with developers by meeting periodically with the development community and HBA. I meet frequently with the Port of Kennewick, the Corps of Engineers and other key partners in the community. We were able to announce a public/private partnership project for the expansion of the Convention Center, Performing Arts Theater and adjacent hotel and retail component. In addition, there will be an opportunity for a phase II development with this partner. This occurred after years of cultivating a trusting relationship with the developer and the community.
SUPERVISOR:	

**TECHNICAL SKILLS:** Develops and maintains the knowledge, skills and expertise to successfully carry out the City's mission. [Technical Skills; Technical Understanding]

EMPLOYEE:	I continue to work on enhancing my knowledge, skills and expertise through training, networking and doing research to gain insight into how others have been successful. I meet with other City Manager's frequently to discuss regional priorities and network about effective ideas that have been implemented. The Department Head team meets weekly and continues to review and evaluate the Budgeting by Priorities model and our accomplishments toward implementation of the Council's goals and priorities. I have attended several training sessions, conferences and webinars.
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SUPERVISOR:	
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**YEAR-END EVALUATION SIGNATURES**

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor/Division Mgr: \_\_\_\_\_

Date: \_\_\_\_\_

Dept. Head: \_\_\_\_\_

Date: \_\_\_\_\_

Employee and Supervisor retain electronic copies; HR receives original signed copy.



# City Council Meeting Schedule January 2020

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January 7, 2020  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

January 14, 2020  
Tuesday, 6:30 p.m.      WORKSHOP MEETING

January 21, 2020  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

January 28, 2020  
Tuesday, 6:30 p.m.      WORKSHOP MEETING

**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**

January 2020  
Updated