



City Council Meeting Schedule February 2020

February 4, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 11, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Animal Control Update
2. Open Public Meetings Act Training
3. Public Records Act Training
4. Email Tutorial

February 18, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 25, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Hearing Examiner Annual Update
2. Council Roles and Responsibilities

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

February 18, 2020 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retiree Recognition – Rick Runge, Bonnie Lanning and June Cram

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 February 4, 2020.
- b. Motion to approve the Claims Roster for the Toyota Center Operations and Box Office Accounts for December 2019.
- c. Motion to approve Payroll Roster for January 31, 2020.
- d. Motion to accept the work of Inland Asphalt Co. for Contract P1823-19, Kennewick Ave. Pavement Preservation Project, in the amount of \$1,596,802.68
- e. Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for authorizing Preliminary Engineering Funds for Deschutes/Columbia Center Blvd. Intersection Improvements.
- f. Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for authorizing Preliminary Engineering Funds for Quinault Ave./Columbia Center Blvd. Intersection Improvements.
- g. Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for authorizing Preliminary Engineering Funds for Steptoe/Gage Intersection Improvements.
- h. Motion to authorize the Mayor to sign a license agreement allowing use of Chemical Drive/SR397 right-of-way for landscaping and irrigation.
- i. Motion to award Contract P1810-19 (18th & Kellogg Reservoir Replacement) to Rotschy, Inc. in the amount of \$15,079,560.69, plus a 7% contingency amount of \$1,055,569.31, for a total amount of \$16,135,130.00.
- j. Resolution 20-02: Setting the public hearing on March 17, 2020 to vacate a portion of a right-of-way at 2062 N. Steptoe St.
- k. Motion to approve and authorize the Mayor and City Manager to sign the 2020-2022 Collective Bargaining Agreement with the Kennewick Police Officer Benefit Association (KPOBA).

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CITY COUNCIL REGULAR MEETING AGENDA
February 18, 2020 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5856: COZ 19-09, 5800 W. 28th Avenue and 2175 S. Sherman Street (Kruse)
Kennewick Municipal Batch Code Amendments:
- b. Ordinance 5857: Amending KMC 18.21.090(3), Landscaping Materials
- c. Ordinance 5858: Amending the Residential Design Standards, Arterial Street Landscaping (KMC 18.75)
- d. Ordinance 5859: Amending the Commercial Design Standards, On-Site Tree Retention (KMC 18.78)
- e. Ordinance 5860: Amending the Commercial Design Standards, Streetscape (KMC 18.78)
- f. Resolution 20-01: Amending the 2020-2025 Six-Year Transportation Improvement Plan

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. EXECUTIVE SESSION – RCW 42.30.110(1)(i)(ii) Potential Litigation (15 minutes)

11. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
February 4, 2020

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross
John Trumbo	Greg McCormick	Chris Guerrero
Bill McKay	Christina Palmer	Evelyn Lusignan
Chuck Torelli	Lisa Beaton	
Jim Millbauer	Cary Roe	
Brad Beauchamp	Terri Wright	
Mayor Don Britain	Dan Legard	

Dan Legard, Finance Director led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Mayor Britain presented a plaque of appreciation to Jay Compton for his 33-years of service to the City of Kennewick.

Mayor Britain stated there would be a ten-minute break to allow everyone the opportunity to congratulate Mr. Compton and enjoy some refreshments.

Mayor Britain called the meeting back to order at 6:42 p.m.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of January 21, 2020.
- b. (1) Motion to approve the Claims Roster for January 24, 2020.
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for December 2019.
- c. Motion to set the public hearing for Annexation 19-01 (Nikitis, LLC) for March 3, 2020.

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

4. VISITORS

Holden Diftner, 23105 S. Verbena St, Kennewick – Wants an ordinance passed that abolishes abortions in the city.

Jake Eakin, 1210 Pershins Rd, Moses Lake - Wants an ordinance passed that abolishes abortions in the city.

Mary Knox, 909 S. Fruitland St – Wants the city to stop raising the rates on utility services we provide.

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. EXECUTIVE SESSION – RCW 42.30.110(b) Potential Real Estate Purchase (15 minutes.)

Mayor Britain stated Council would go into executive session at 7:07 p.m. per RCW 42.30.110(b) Potential Real Estate Purchase for 15 minutes.

11. ADJOURNMENT

Council returned at 7:23 p.m. and Mayor Britain adjourned the meeting and stated Council would now go into a closed session.

The CLOSED SESSION – RCW 42.30.140(4)(b) Collective Bargaining followed conclusion of the regular meeting.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	02/18/2020
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 December 2019.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for December 2019 in the amount of \$255,576.27, comprised of check numbers 21194-21249 in the amount of \$142,344.15 and electronic transfers in the amount of \$113,232.12.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$255,576.27.

Through	Denise Winters Feb 11, 12:40:47 GMT-0800 2020
Dept Head Approval	Dan Legard Feb 12, 07:31:26 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 12:59:49 GMT-0800 2020

Attachments:

Recording Required?

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

Num	Date	Name	Memo	Account	Paid Amount
21194	12/05/2019	Impact Lighting Systems	VOID: Lighting Services for Kenny G - Wrong Amount	1006.1 - Sterling Operating Account	0.00 <u>0.00</u>
21195	12/05/2019	Overholt, Ryan	Runner for Mannheim	1006.1 - Sterling Operating Account	
19-1205	12/05/2019		Runner for Mannheim	5073 - Reimbursed Outside Services	-250.00 <u>-250.00</u>
21196	12/05/2019	Rocky Mountain Rigging	Rigging for Mannheim Steamroller	1006.1 - Sterling Operating Account	
1-61-2019	12/05/2019		Rigging for Mannheim Steamroller	5073 - Reimbursed Outside Services	-4,992.80 <u>-4,992.80</u>
21197	12/05/2019	Overholt, Ryan	Runner for Kenny G	1006.1 - Sterling Operating Account	
19-1206	12/05/2019		Runner for Kenny G	5073 - Reimbursed Outside Services	-250.00 <u>-250.00</u>
21198	12/06/2019	Ford Audio Service	Audio Services for Kenny G	1006.1 - Sterling Operating Account	
3382	12/06/2019		Audio Services for Kenny G	5073 - Reimbursed Outside Services	-5,002.98 <u>-5,002.98</u>
21199	12/06/2019	Impact Lighting Systems	Lighting Services for Kenny G	1006.1 - Sterling Operating Account	
KennyGLighting	12/05/2019		Lighting Services for Kenny G	5073 - Reimbursed Outside Services	-5,430.00 <u>-5,430.00</u>
21200	12/06/2019	Kenny G Inc.	Production Buy Out	1006.1 - Sterling Operating Account	
KennyG-12/6/19	12/06/2019		Production Buy Out	1633.26 - Kenny G, Christmas 2019	-3,000.00 <u>-3,000.00</u>
21201	12/06/2019	Kenny G Inc.	50% Guarantee	1006.1 - Sterling Operating Account	
KennyG19	12/06/2019		50% Guarantee	1633.26 - Kenny G, Christmas 2019	-15,000.00 <u>-15,000.00</u>
21202	12/13/2019	Adamson, Janine	Learn to skate coaching November 2019	1006.1 - Sterling Operating Account	
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	-60.00 <u>-60.00</u>
21203	12/13/2019	Baskin Robbins		1006.1 - Sterling Operating Account	
AmsVsWinnipeg	11/22/2019		Third Party Sales AmsVsWinnipeg 11/22/19	5300.7 - Sales-Third Party	-590.72
AmsVsKelowna	11/23/2019		Third Party Sales AmsVsKelowna 11/23/19	5300.7 - Sales-Third Party	-701.93
AmsVsSaskatoon	11/27/2019		Third Party Sales AmsVsSaskatoon 11/27/19	5300.7 - Sales-Third Party	-555.47
AmsVsVictoria	11/29/2019		Third Party Sales AmsVsVictoria 11/29/19	5300.7 - Sales-Third Party	-587.07
AmsVsVancouver	11/30/2019		Third Party Sales AmsVsVancouver 11/30/19	5300.7 - Sales-Third Party	-672.76 <u>-3,107.95</u>
21204	12/13/2019	Bearcom	Belt clips for new radios	1006.1 - Sterling Operating Account	
4930531	11/19/2019		Belt Clips for new radios	8098 - Supplies & Equipment	-24.11 <u>-24.11</u>
21205	12/13/2019	Becker Arena Products, Inc	PO3167 Hockey Pucks	1006.1 - Sterling Operating Account	
1021219	11/08/2019		PO3167 Hockey Pucks	8098 - Supplies & Equipment	-354.04 <u>-354.04</u>
21206	12/13/2019	Benton Franklin District Health		1006.1 - Sterling Operating Account	
0301-3066-CL	11/01/2019		Chicken Littles Food Permit 2020	8012.01 - Licenses & Permits, F&B	-200.00
0301-3067-Munchies	11/01/2019		Munchies Food Permit 2020	8012.01 - Licenses & Permits, F&B	-200.00
0301-3070-Kitchen	11/01/2019		Main kitchen food permit 2020	8012.01 - Licenses & Permits, F&B	-725.00
0301-3074-Mac	11/01/2019		MacDaddy Food Permit 2020	8012.01 - Licenses & Permits, F&B	-200.00
0304-108893-Arena	11/01/2019		Arena Concession Food Permit 2020	8012.01 - Licenses & Permits, F&B	-100.00
0309-13209-Snack	11/01/2019		Snack Shack Food Permit 2020	8012.01 - Licenses & Permits, F&B	-100.00
0315-9659-Poutine	11/01/2019		Pouterie Food Permit 2020	8012.01 - Licenses & Permits, F&B	-250.00 <u>-1,775.00</u>
21207	12/13/2019	Berry, Timothy	Learn to skate coaching November 2019	1006.1 - Sterling Operating Account	
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	-105.00 <u>-105.00</u>

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

Num	Date	Name	Memo	Account	Paid Amount
21208	12/13/2019	Blue Mountain Fire Protection, Inc	Installation Completion of 4 dry head Pendants	1006.1 - Sterling Operating Account	
1427	11/25/2019		Installation Completion of 4 dry head Pendants	8041 - Repairs & Maintenance-Building	-716.76
					<u>-716.76</u>
21209	12/13/2019	Bond, Craig	Learn to skate coaching November 2019	1006.1 - Sterling Operating Account	
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	-490.00
					<u>-490.00</u>
21210	12/13/2019	Bond, Jennifer		1006.1 - Sterling Operating Account	
USFSA	11/29/2019		USFSA Membership for Learn to Skate	8065 - Contracted Labor	-633.75
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	-460.00
LTSANov2019	11/30/2019		Learn to skate administration November 2019	8065 - Contracted Labor	-1,000.00
					<u>-2,093.75</u>
21211	12/13/2019	Cash and Carry		1006.1 - Sterling Operating Account	
036336	11/15/2019		Food Purchase for Arena 11/15/19	1400.1 - Inventory-Food	-73.24
048847	11/30/2019		Food Purchase (coffee kona bar) 11/30/19	1400.1 - Inventory-Food	-172.32
					<u>-245.56</u>
21212	12/13/2019	Chapala Express Stand		1006.1 - Sterling Operating Account	
AmsVsWinnipeg	11/22/2019		Third Party Sales AmsVsWinnipeg 11/22/19	5300.7 - Sales-Third Party	-703.93
AmsVsKelowna	11/23/2019		Third Party Sales AmsVsKelowna 11/23/19	5300.7 - Sales-Third Party	-761.92
AmsVsSaskatoon	11/27/2019		Third Party Sales AmsVsSaskatoon 11/27/19	5300.7 - Sales-Third Party	-602.14
AmsVsVictoria	11/29/2019		Third Party Sales AmsVsVictoria 11/29/19	5300.7 - Sales-Third Party	-638.54
AmsVsVancouver	11/30/2019		Third Party Sales AmsVsVancouver 11/30/19	5300.7 - Sales-Third Party	-808.81
					<u>-3,515.34</u>
21213	12/13/2019	Cinnabon		1006.1 - Sterling Operating Account	
34961	11/22/2019		Cinnabon Order 11/22-11/23/19	1400.1 - Inventory-Food	-96.00
34020	11/27/2019		Cinnabon Order 11/27/19	1400.1 - Inventory-Food	-72.00
					<u>-168.00</u>
21214	12/13/2019	Coca-Cola		1006.1 - Sterling Operating Account	
68886	11/20/2019		Soda Order 11/20/19	1400.1 - Inventory-Food	-5,589.00
69127	11/26/2019		Soda Order 11/26/19	1400.1 - Inventory-Food	-1,328.00
					<u>-6,917.00</u>
21215	12/13/2019	Columbia Basin Pizza Hut Inc.		1006.1 - Sterling Operating Account	
0096043260050	11/22/2019		Pizza for Concessions 11/22/19	1400.1 - Inventory-Food	-99.90
0096043260142	11/22/2019		Pizza for Concessions 11/22/19	1400.1 - Inventory-Food	-26.05
0096043270133	11/23/2019		Pizza for Suites 11/23/19	1400.1 - Inventory-Food	-15.19
0096043270001	11/23/2019		Pizza for Concessions 11/23/19	1400.1 - Inventory-Food	-91.21
0096043270141	11/23/2019		Pizza for Concessions 11/23/19	1400.1 - Inventory-Food	-39.09
0096043310051	11/27/2019		Pizza for Concessions 11/27/19	1400.1 - Inventory-Food	-82.53
00960433330039	11/29/2019		Pizza for Concessions 11/29/19	1400.1 - Inventory-Food	-99.90
0096043340001	11/30/2019		Pizza for Concessions 11/30/19	1400.1 - Inventory-Food	-99.90
					<u>-553.77</u>
21216	12/13/2019	Columbia Safety LLC	November 2019 Emt Services	1006.1 - Sterling Operating Account	
LL2019-182	12/03/2019		Emt Service for AmsVsSeattle 11/1/19	8065 - Contracted Labor	-193.52
			Emt Service for AmsVsVancouver 11/2/19	8065 - Contracted Labor	-177.46
			Emt Service for Globetrotters 11/13/19	5073 - Reimbursed Outside Services	-164.85
			Emt Service for AmsVsSpokane 11/16/19	8065 - Contracted Labor	-363.68
			Emt Service for AmsVsWinapeg 11/22/19	8065 - Contracted Labor	-241.90
			Emt Service for AmsVsKelowna 11/23/19	8065 - Contracted Labor	-183.30
			Emt Service for AmsVsSaskatoon 11/27/19	8065 - Contracted Labor	-186.95
			Emt Service for AmsVsVictoria 11/29/19	8065 - Contracted Labor	-171.42
			Emt Service for AmsVsVancouver 11/30/19	8065 - Contracted Labor	-171.42
					<u>-1,854.50</u>
21217	12/13/2019	Columbia Treats		1006.1 - Sterling Operating Account	
AmsVsWinnipeg	11/22/2019		Third Party Sales AmsVsWinnipeg 11/22/19	5300.7 - Sales-Third Party	-434.94
AmsVsKelowna	11/22/2019		Third Party Sales AmsVsKelowna 11/22/19	5300.7 - Sales-Third Party	-484.30
AmsVsSaskatoon	11/27/2019		Third Party Sales AmsVsSaskatoon 11/27/19	5300.7 - Sales-Third Party	-354.13
AmsVsVictoria	11/29/2019		Third Party Sales AmsVsVictoria 11/29/19	5300.7 - Sales-Third Party	-367.08
AmsVsVancouver	11/30/2019		Third Party Sales AmsVsVancouver 11/30/19	5300.7 - Sales-Third Party	-377.57
					<u>-2,018.02</u>

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

Num	Date	Name	Memo	Account	Paid Amount
21218	12/13/2019	Concessions Supply	Food Order 11/26/19	1006.1 - Sterling Operating Account	
82115	11/26/2019		Food Order 11/26/19	1400.1 - Inventory-Food	<u>-308.02</u> -308.02
21219	12/13/2019	Culligan	230326	1006.1 - Sterling Operating Account	
98993	11/18/2019		Cold Cooler Service	8098 - Supplies & Equipment	<u>-119.46</u> -119.46
21220	12/13/2019	Devfuzion	Website Hosting Fee	1006.1 - Sterling Operating Account	
W-11934	11/30/2019		Website Hosting Fee	8094 - Outside Services	<u>-30.00</u> -30.00
21221	12/13/2019	Filta	Fryer Cleaning Service	1006.1 - Sterling Operating Account	
48-004727	11/27/2019		Fryer Cleaning Service	8094FB - Outside Services - Food & Bev	<u>-293.22</u> -293.22
21222	12/13/2019	Food Services of America		1006.1 - Sterling Operating Account	
9678096	11/20/2019		PO3196 Garbage Bags	8098.1 - Supplies & Equipment-F&B	-211.73
9678091	11/20/2019		Food Order 11/20/19	1400.1 - Inventory-Food	-8,074.69
9684442	11/26/2019		Food Order 11/26/19	1400.1 - Inventory-Food	<u>-4,231.67</u> -12,518.09
21223	12/13/2019	Garda CL Northwest, Inc.	Excess Items/premise time/liability	1006.1 - Sterling Operating Account	
20403925	10/31/2019		Excess Items/premise time/liability	8094 - Outside Services	-28.78
			Due from TRCC Excess Items/premise time/liability	2215 - Due To (From) Convention Center	<u>-14.75</u> -43.53
21224	12/13/2019	Grace McNally	Learn to skate coaching November 2019	1006.1 - Sterling Operating Account	
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	<u>-140.00</u> -140.00
21225	12/13/2019	Katherine Babcock	Learn to skate coaching November 2019	1006.1 - Sterling Operating Account	
LTSNov2019	11/30/2019		Learn to skate coaching November 2019	8065 - Contracted Labor	<u>-105.00</u> -105.00
21226	12/13/2019	KC Brand		1006.1 - Sterling Operating Account	
AmsVsWinnipeg	11/22/2019		Third Party Sales AmsVsWinnipeg 11/22/19	5300.7 - Sales-Third Party	-653.92
AmsVsKelowna	11/23/2019		Third Party Sales AmsVsKelowna 11/23/19	5300.7 - Sales-Third Party	-718.34
AmsVsSaskatoon	11/27/2019		Third Party Sales AmsVsSaskatoon 11/27/19	5300.7 - Sales-Third Party	-391.38
AmsVsVictoria	11/29/2019		Third Party Sales AmsVsVictoria 11/29/19	5300.7 - Sales-Third Party	-739.61
AmsVsVancouver	11/30/2019		Third Party Sales AmsVsVancouver 11/30/19	5300.7 - Sales-Third Party	<u>-702.54</u> -3,205.79
21227	12/13/2019	Kim Clark	Reim stamps/pads for bud light zone	1006.1 - Sterling Operating Account	
Reim/Supplies	11/23/2019		Reim stamps/pads for bud light zone	8103 - Advertising & Marketing	<u>-17.35</u> -17.35
21228	12/13/2019	Kimos Sports Bar		1006.1 - Sterling Operating Account	
AmsVsWinnipeg	11/22/2019		Third Party Sales AmsVsWinnipeg 11/22/19	5300.7 - Sales-Third Party	-508.75
AmsVsKelowna	11/23/2019		Third Party Sales AmsVsKelowna 11/23/19	5300.7 - Sales-Third Party	-483.61
AmsVsSaskatoon	11/27/2019		Third Party Sales AmsVsSaskatoon 11/27/19	5300.7 - Sales-Third Party	-336.97
AmsVsVictoria	11/29/2019		Third Party Sales AmsVsVictoria 11/29/19	5300.7 - Sales-Third Party	-463.26
AmsVsVancouver	11/30/2019		Third Party Sales AmsVsVancouver 11/30/19	5300.7 - Sales-Third Party	<u>-452.49</u> -2,245.08
21229	12/13/2019	MD Draft Team	Beer tap cleaning (11 jockey boxes)	1006.1 - Sterling Operating Account	
7755-1	11/25/2019		Beer tap cleaning (11 jockey boxes)	8094 - Outside Services	<u>-477.84</u> -477.84
21230	12/13/2019	Moon Security Services, Inc.		1006.1 - Sterling Operating Account	
1006940	12/01/2019		Basic commercial monitoring - Ammonia TA 12/1/19-12/31/19	8039 - Security & Fire Alarm System	-42.36
1005471	12/01/2019		Basic commercial monitoring 12/1/19-12/31/19	8039 - Security & Fire Alarm System	-47.78
1005722	12/01/2019		Basic Fire Monitoring 12/1/19-12/31/19	8039 - Security & Fire Alarm System	-82.71
1007218	12/01/2019		Kitchen & Vault monitoring 12/1/19-12/31/19	8039FB - Sec & Fire Alarm, Food & Bev	-59.67
			Kitchen & Vault monitoring 12/1/19-12/31/19	8039 - Security & Fire Alarm System	-29.84
			Due from TRCC Kitchen & Vault monitoring 12/1/19-12/31/19	2215 - Due To (From) Convention Center	<u>-29.84</u> -292.20

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

Num	Date	Name	Memo	Account	Paid Amount
21231	12/13/2019	P.S. Media		1006.1 - Sterling Operating Account	
173649	10/07/2019		PO3102 Bus Ads for Jeff Dunham	1633.25 - Jeff Dunham	-1,200.00
173648	12/01/2019		PO3102 Transit Vinyl for Jeff Dunham (late invoice from 9/26/19)	1633.25 - Jeff Dunham	-3,258.00
					<u>-4,458.00</u>
21232	12/13/2019	Pearson, Corey	Reim/meal for B&B band, Wine for Kenny G	1006.1 - Sterling Operating Account	
Reim/M meal/Supplies	11/26/2019		Wine for Kenny G	1400.3 - Inventory-Liquor	-168.63
			Due from TRCC Lunch w/B&B band members	2215 - Due To (From) Convention Center	-62.02
					<u>-230.65</u>
21233	12/13/2019	Performance Digital	PO3107 Ads for Kenny G	1006.1 - Sterling Operating Account	
3079	12/03/2019		PO3107 Ads for Kenny G	1633.26 - Kenny G, Christmas 2019	-1,500.00
					<u>-1,500.00</u>
21234	12/13/2019	Price Chopper Wristbands	PO3197 Wristbands with Americans Logo for Bud Light Zone	1006.1 - Sterling Operating Account	
238335	12/06/2019		PO3197 Wristbands with Americans Logo for Bud Light Zone	1300 - Accrued Accounts Receivable	-77.01
					<u>-77.01</u>
21235	12/13/2019	Ranch and Home	Safety vests for parking attendants	1006.1 - Sterling Operating Account	
I150451329	11/29/2019		Safety vests for parking attendants	8098 - Supplies & Equipment	-705.85
					<u>-705.85</u>
21236	12/13/2019	Rattlesnake Mountain Brewing Company		1006.1 - Sterling Operating Account	
544600	11/20/2019		Beer Order 11/20/19	1400.2 - Inventory-Beer	-320.00
571001	11/26/2019		Beer Order 11/26/19	1400.2 - Inventory-Beer	-100.00
					<u>-420.00</u>
21237	12/13/2019	Spectrum Business	Phone and Internet Service 11/26/19-12/25/19	1006.1 - Sterling Operating Account	
0883924112619	11/26/2019		Internet Service 11/26/19-12/25/19	8034.3 - Internet	-1,719.98
			Phone Service 11/26/19-12/25/19	8034.1 - Telephone	-892.48
					<u>-2,612.46</u>
21238	12/13/2019	Staples/Corp Express, Inc.		1006.1 - Sterling Operating Account	
3430825609	11/12/2019		PO3177 Desk for Joe Q (Av Manager)	8005 - Office Supplies	-663.54
3431391087	11/19/2019		PO3193 Campus Office Supplies	8005 - Office Supplies	-160.65
			Due from TRCC PO3193 Campus Office Supplies	2215 - Due To (From) Convention Center	-103.30
					<u>-927.49</u>
21239	12/13/2019	Stephens Media Group		1006.1 - Sterling Operating Account	
13549	12/01/2019		PO2948 Radio Ads Simon&Garfunkel	1633.43 - Simon and Garfunkel, BW 19/20	-42.50
4287	12/01/2019		PO2948 Ads Simon&Garfunkel (invoice 9/30/19)	1633.43 - Simon and Garfunkel, BW 19/20	-12.75
14814	12/01/2019		PO3101 Ads for NF (invoice 9/30/19)	1633.41 - NF - October 2019	-892.50
					<u>-947.75</u>
21240	12/13/2019	The UPS Store		1006.1 - Sterling Operating Account	
Ken070119	10/01/2019		PO2937 Shinedown Posters (late invoice 7/1/19)	1633.68 - Shinedown	-135.75
081419K	10/01/2019		PO2944 Simon & Garfunkel Posters (late invoice 8/20/19)	1633.43 - Simon and Garfunkel, BW 19/20	-287.79
100719K	10/05/2019		PO3111 O'Brien Posters	8097 - Signage	-133.58
101419K	10/14/2019		PO3151 Wine Labels for Shinedown	1633.68 - Shinedown	-91.88
91619K	11/01/2019		PO3069 Coupon books (late invoice 9/13/19)	8103 - Advertising & Marketing	-238.92
112519K	11/25/2019		PO3215 Mannheim Steamroller Project	1633.26 - Kenny G, Christmas 2019	-91.88
112619K	11/26/2019		PO3215 Mannheim Steamroller Project	1633.47 - Mannheim Christmas, BW 19/20	-93.40
112719K	11/26/2019		PO3212 Posters/Flyers for American in Paris	1633.44 - American in Paris, BW 19/20	-209.60
					<u>-1,282.80</u>
21241	12/13/2019	Ticketmaster.	PO3210 Christian Nodal (invoice 9/1/19)	1006.1 - Sterling Operating Account	
10064562	12/01/2019		PO3210 Christian Nodal (invoice 9/1/19)	1633.40 - Christian Nodal	-156.52
					<u>-156.52</u>
21242	12/13/2019	Tri-City Sign and Barricade	Crowd Control Panels for Shinedown	1006.1 - Sterling Operating Account	
16938	10/22/2019		Crowd Control Panels for Shinedown	5073 - Reimbursed Outside Services	-217.20
					<u>-217.20</u>
21243	12/13/2019	Vistar Corporation	Food Order 11/20/19	1006.1 - Sterling Operating Account	
56736375	11/20/2019		Food Order 11/20/19	1400.1 - Inventory-Food	-566.74
					<u>-566.74</u>

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

Num	Date	Name	Memo	Account	Paid Amount
21244	12/13/2019	Weaver Exterminating Service, Inc.		1006.1 - Sterling Operating Account	
111250	11/01/2019		Extermination Services TA-November 2019	8094 - Outside Services	-127.06
578348	11/01/2019		Extermination Services November 2019	8094 - Outside Services	-255.21
					<u>-382.27</u>
21245	12/13/2019	Zamboni	Misc Zamboni Supplies	1006.1 - Sterling Operating Account	
100846	11/26/2019		Misc Zamboni Supplies	8042 - Repairs & Maintenance-Equipment	-219.55
					<u>-219.55</u>
21246	12/19/2019	Devfuzion	Website Edits	1006.1 - Sterling Operating Account	
1835	11/15/2019		Website Edits	8094 - Outside Services	-750.00
					<u>-750.00</u>
21247	12/19/2019	PeopleReady Inc	4040-1097	1006.1 - Sterling Operating Account	
25288645	12/01/2019		Contracted labor on 10/18/19 (late invoice 10/23/19)	8065 - Contracted Labor	-2,049.10
5221476	12/01/2019		Contracted labor on 10/5/19 (late invoice 10/8/19)	8065 - Contracted Labor	-1,242.51
					<u>-3,291.61</u>
21248	12/19/2019	Tri City Americans		1006.1 - Sterling Operating Account	
11/22 Ams v Winnipeg	11/22/2019	!AMS - Tri-City Americans Games	Ams vs Winnipeg 11/22/19	3601 - Unearned Revenue-Ticket Sales	-2,697.66
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Winnipeg 11/22/19	5004.10 - Team Share-Suite Revenue	-608.99
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Winnipeg 11/22/19	8069.1 - Concessions Share - Team	-585.06
11/23 Ams v Kelowna	11/23/2019	!AMS - Tri-City Americans Games	Ams vs Kelowna 11/23/19	3601 - Unearned Revenue-Ticket Sales	-3,993.78
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Kelowna 11/23/19	5004.10 - Team Share-Suite Revenue	-735.47
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Kelowna 11/23/19	8069.1 - Concessions Share - Team	-663.87
11/27 Ams v Saskatn	11/27/2019	!AMS - Tri-City Americans Games	Ams vs Saskatoon 11/27/19	3601 - Unearned Revenue-Ticket Sales	-913.81
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Saskatoon 11/27/19	5004.10 - Team Share-Suite Revenue	-281.33
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Saskatoon 11/27/19	8069.1 - Concessions Share - Team	-177.99
11/29 Ams v Victoria	11/29/2019	!AMS - Tri-City Americans Games	Ams vs Victoria 11/29/19	3601 - Unearned Revenue-Ticket Sales	-5,457.09
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Victoria 11/29/19	5004.10 - Team Share-Suite Revenue	-869.51
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Victoria 11/29/19	8069.1 - Concessions Share - Team	-902.97
11/30 Ams v Vncouver	11/30/2019	!AMS - Tri-City Americans Games	Ams vs Vancouver 11/30/19	3601 - Unearned Revenue-Ticket Sales	-5,830.10
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Vancouver 11/30/19	5004.10 - Team Share-Suite Revenue	-887.89
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Vancouver 11/30/19	8069.1 - Concessions Share - Team	-806.93
222120119	12/01/2019		Toyota Naming Rights Sponsorship Agreement	5012.10 - Naming Rights-Team Share	-6,482.27
12/14 Ams v Portland	12/14/2019	!AMS - Tri-City Americans Games	Ams vs Portland 12/14/19	3601 - Unearned Revenue-Ticket Sales	-9,494.23
		!AMS - Tri-City Americans Games	Suite Share, Ams vs Portland 12/14/19	5004.10 - Team Share-Suite Revenue	-1,054.34
		!AMS - Tri-City Americans Games	Conc Share, Ams vs Portland 12/14/19	8069.1 - Concessions Share - Team	-2,021.05
					<u>-44,464.34</u>
21249	12/30/2019	Petty Cash		1006.1 - Sterling Operating Account	
Interview Ops Mgr	10/02/2019		Reimb food brought in for interview	8017 - Miscellaneous	-93.03
Potts Travel Exp	10/03/2019		Fuel for rental car - St Louis - Potts	8055 - Travel-Vehicle	-4.82
Backstage Shndown	10/14/2019		Backstage supplies for Shinedown	1400.2 - Inventory-Beer	-82.16
			Backstage supplies for Shinedown	1400.1 - Inventory-Food	-613.24
Health permit fee	10/25/2019		Name change license fee	8012.01 - Licenses & Permits, F&B	-5.00
Backstage Kenny G	12/06/2019		Backstage supplies for Kenny G and Mannheim	1400.2 - Inventory-Beer	-10.85
			Backstage supplies for Kenny G and Mannheim	1400.3 - Inventory-Liquor	-89.97
			Backstage supplies for Kenny G and Mannheim	1400.1 - Inventory-Food	-514.68
					<u>-1,413.75</u>
ONLINE	12/06/2019	Sterling Change	Change request 12/6/19- New balance 37,000	1006.1 - Sterling Operating Account	
			Change request 12/6/19 - New balance 37,000	1121 - Vault Cash-F&B	-6,000.00
					<u>-6,000.00</u>
EFT	12/06/2019	Southern Wine & Spirits of Washington	Liquor Order 12/6/19 invoice 3338838	1006.1 - Sterling Operating Account	
			Liquor Order 12/6/19 invoice 3338838	1400.3 - Inventory-Liquor	-630.00
					<u>-630.00</u>
EFT	12/11/2019	The Odom Corporation	Beer Order 12/11/19 invoice 12246208	1006.1 - Sterling Operating Account	
			Beer Order 12/11/19 invoice 12246208	1400.2 - Inventory-Beer	-1,286.00
					<u>-1,286.00</u>
EFT	12/11/2019	King Beverage Inc.	Beer order 12/11/19 invoice 2151094	1006.1 - Sterling Operating Account	
			Beer order 12/11/19 invoice 2151094	1400.2 - Inventory-Beer	-2,479.88
					<u>-2,479.88</u>

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

Num	Date	Name	Memo	Account	Paid Amount
WIRE	12/11/2019	Christmas Touring LLC	Settlement Mannheim Steamroller 12/5/19	1006.1 - Sterling Operating Account	
Mannheim Steam 12/5	12/05/2019	!BW Season 19/20:Mannheim Christmas	Mannheim Steamroller 12/5/19	3601 - Unearned Revenue-Ticket Sales	<u>-73,805.82</u> -73,805.82
EFT	12/13/2019	King Beverage Inc.	Beer Order 12/13/19 invoice 2153203	1006.1 - Sterling Operating Account	
			Beer Order 12/13/19 invoice 2153203	1400.2 - Inventory-Beer	<u>-516.00</u> -516.00
EFT	12/19/2019	King Beverage Inc.	Beer Order 12/19/19 invoice 2156012	1006.1 - Sterling Operating Account	
			Beer Order 12/19/19 invoice 2156012	1400.2 - Inventory-Beer	<u>-794.87</u> -794.87
ONLINE	12/26/2019	Department of Revenue	Excise Tax Return Nov 2019	1006.1 - Sterling Operating Account	
		Department of Revenue	B&O Tax Payable Nov 2019	2206 - B&O Tax Payable	-773.14
			Sales Tax Payable Nov 2019	2201 - *Sales Tax Payable	-18,640.06
			B&O Tax Expense Nov 2019	8241 - Sales, B&O & Use Taxes	<u>-2,788.27</u> -22,201.47
EFT	12/30/2019	The Odom Corporation	Beer Order 12/30/19 invoice 11899058	1006.1 - Sterling Operating Account	
			Beer Order 12/30/19 invoice 11899058	1400.2 - Inventory-Beer	<u>-1,387.48</u> -1,387.48
EFT	12/30/2019	King Beverage Inc.	Beer order 12/30/19 invoice 2160210	1006.1 - Sterling Operating Account	
			Beer order 12/30/19 invoice 2160210	1400.2 - Inventory-Beer	<u>-1,627.68</u> -1,627.68
AUTO	12/31/2019	Ignite Payment Systems	Card processing fees - TOYO Dec 2019	1006.1 - Sterling Operating Account	
			Card processing fees - TOYO Dec 2019	8109 - Credit Card Fees	<u>-2,296.20</u> -2,296.20
AUTO	12/31/2019	American Payment Solutions	Credit card processing Dec 2019	1006.1 - Sterling Operating Account	
			Credit card processing Dec 2019	8109 - Credit Card Fees	<u>-37.45</u> -37.45
EFT	12/31/2019	Fintech.net	Transactionals 12/1/19-12/31/19	1006.1 - Sterling Operating Account	
			Transactionals 12/1/19-12/31/19	8111FB - Banking Fees - Food & Bev	<u>-20.81</u> -20.81
AUTO	12/31/2019	USAPay	CC processing setup for TOYO - Dec 2019	1006.1 - Sterling Operating Account	
			CC processing setup for Center - Dec 2019	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - Dec 2019	8109 - Credit Card Fees	<u>-12.50</u> -25.00

Total Paid

\$255,452.81

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



Dan Legard, Finance Director

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

Check numbers 21194-21249	\$ 142,344.15
Electronic transfers	113,108.66
Total	<u>\$ 255,452.81</u>

Exceptions:

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

Num	Date	Name	Memo	Account	Paid Amount
AUTO	12/31/2019	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			AMEX Fees - Dec 2019	8109 - Credit Card Fees	-123.46
					-123.46
Total Paid					\$123.46

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	\$ 123.46
Total	<u>\$ 123.46</u>

Exceptions:

**Council Agenda
Coversheet**



Agenda Item Number	3.c.	Council Date	02/18/2020
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 1/31/2020		
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 1/31/220 in the amount of \$1,949,223.36 comprised of check numbers 74336 through 74389 and direct deposit numbers 178038 through 178460.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,949,223.36.

Through	
Dept Head Approval	Dan Legard Feb 07, 07:44:46 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:00:40 GMT-0800 2020

Attachments:

Payroll Roster

Recording Required?

Payroll Roster for 1/31/2020
February 18, 2020

3.c.

All Departments:	January 31, 2020
ADMINISTRATIVE TEAM	2,798.31
CITY COUNCIL	4,525.00
CITY MANAGER	12,752.99
CIVIL SERVICE	1,218.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	34,881.51
EMPLOYEE & COMMUNITY RELATIONS	54,788.75
ENGINEERING	55,578.23
FACILITIES & GROUNDS	68,547.37
FINANCE	55,364.88
FIRE	108,997.02
LEGAL SERVICES	19,304.76
MANAGEMENT SERVICES	77,093.58
POLICE	481,287.13
Subtotal General Fund	977,137.53
STREETS	22,090.45
TRAFFIC	27,004.32
Subtotal Street Fund	49,094.77
BI-PIN	11,153.21
BUILDING SAFETY	40,262.18
COMMUNITY DEVELOPMENT	4,025.18
CRIMINAL JUSTICE	69,558.05
EQUIPMENT RENTAL	13,335.32
MEDICAL SERVICES	338,036.06
RISK MANAGEMENT	5,014.08
STORMWATER UTILITY	19,293.68
WATER & SEWER	148,914.75
Subtotal Other Funds	649,592.51
Total Salaries and Wages	1,675,824.81
<u>Benefits:</u>	
Industrial Insurance	30,596.75
Medical Insurance	712.24
Medical Retirement Account	3,450.00
Retirement	140,797.88
Social Security (FICA)	95,806.59
Vision Insurance	46.32
WA Family Leave	1,988.77
Total Benefits	273,398.55
Grand Total	\$1,949,223.36

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 \$1,949,223.36 comprised of check numbers 74336 through 74389 and direct deposit numbers 178038 through 178460.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Kennewick Ave Pavement Preservation Project		
Ordinance/Reso #		Contract #	
Project #	P1823-19	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 Inland Asphalt Co. for Contract P1823-19, Kennewick Ave. Pavement Preservation Project

Motion for Consideration

I move to accept the work of Inland Asphalt Co. for Contract P1823-19, Kennewick Ave. Pavement Preservation Project, in the amount of \$1,596,802.68.

Summary

Original Contract	\$ 1,567,852.10
Change Orders	\$ 31,006.42
Quantity Changes	\$ - 2,055.84
Total	\$ 1,596,802.68

This project performed a grind and overlay on Kennewick Ave. from SR 395 to Fruitland St. Additional work includes lowering of existing utilities, patching miscellaneous failed areas, pavement lane striping, cross walks, stop bars, signage, removing/replacing of curb ramps and upgrading street lights to LEDs.

This project has 4 change order which included labor, equipment and materials to upgrade lighting from 110w to 220w LED heads, trim trees along the project corridor, remove a dead City street tree, install monolithic curb and sidewalk, install landscape fabric and basalt rock, and remove and replace a truncated dome to meet ADA standards.

Quantity Changes included increased quantities in curb removals, asphalt removals, sidewalk/bypass, curb and gutter, asphalt patching, plastic inlaid lane line, and plastic crosswalk block; and decreased quantities in flaggers and spotters, HMA Class 1/2" PG 64S-28, remove replace & adjust existing MH ring & cover (hinged lid), and remove induction luminaire head.

Alternatives

None recommended

Fiscal Impact

Urban Arterial Street Fund: \$1,596,802.68

Reimbursement for construction through NHS Grant: \$1,639,833.00

Through	Kendrick Glover Feb 05, 10:48:35 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 06, 12:59:58 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:02:01 GMT-0800 2020

Attachments:

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Deschutes/Columbia Center Blvd. Intersection		
Ordinance/Reso #		Contract #	
Project #		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

That City Council authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Deschutes/Columbia Center Blvd. Intersection Improvements.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Deschutes/Columbia Center Blvd. Intersection Improvements.

Summary

Staff was successful in acquiring a Federal Grant through the Surface Transportation Block Group program for Design and purchase of Right-Of-Way for improving the Deschutes/Columbia Center Blvd. Intersection. The scope of work includes construction of a right-turn lane for added turning capacity for west-bound traffic turning north onto Columbia Center Blvd. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.

Total project cost is estimated at \$1,300,000. The attached agreement is only for the Design Phase, which is estimated at \$100,000 and will be performed by in-house staff. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project. Staff will request funding for the Right of Way Phase at a later date when the project is far enough along to determine acquisition needs.

Alternatives

None.

Fiscal Impact

Urban Arterial Street Fund: \$13,500

Federal Match: \$86,500

Through	Bruce Mills Feb 12, 07:29:37 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 12, 07:53:12 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:04:13 GMT-0800 2020

Attachments:

Agreement
Prospectus

Recording Required?



Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance) Project No. Agreement No. For OSC WSDOT Use Only
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The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Deschutes/Columbia Center Boulevard Intersection Length 0.10

Termini I/S Deschutes to I/S Columbia Center Blvd

Description of Work

Construct a right-turn lane for added turning capacity for west-bound traffic turning north onto Columbia Center Blvd. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.

Project Agreement End Date 12/31/2023

Proposed Advertisement Date

Claiming Indirect Cost Rate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency	99,000.00	13,365.00	85,635.00
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State	1,000.00	135.00	865.00
e. Total PE Cost Estimate (a+b+c+d)	100,000.00	13,500.00	86,500.00
Right of Way			
86.5 % f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	100,000.00	13,500.00	86,500.00

Agency Official
By
Title Mayor, Don Britain, City of Kennewick

Washington State Department of Transportation
By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

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

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

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

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

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	2/18/2020
Federal Aid Project Number	STP(UL)	3422	DUNS Number	040187544
Local Agency Project Number	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Deschutes / Columbia Center Blvd. Intersection	Start Latitude N 46d12'45" End Latitude N 46d12'45"	Start Longitude W -119d13'33" End Longitude W -119d13'28"			
Project Termini From-To W. Deschutes Ave Columbia Center Blvd.	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108			
Begin Mile Post	End Mile Post	Length of Project 0.10	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 005002011	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4	Urban Area Number 4		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$100,000	\$13,500	\$86,500	March	2020
R/W	\$200,000	\$27,000	\$173,000	April	2021
Const.	\$1,000,000	\$1,000,000	\$0	November	2022
Total	\$1,300,000	\$1,040,500	\$259,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 48-feet	Number of Lanes 3
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Current configuration operates with east leg having a single left turn lane, and one shared through/ right-turn lane. West leg has a single left turn lane, one through-lane, and a single right-turn lane.

Description of Proposed Work

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

Construct a right-turn lane for added turning capacity for west-bound traffic turning north onto Columbia Center Blvd. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.

Local Agency Contact Person Ryan Durham	Title Engineering Technician III	Phone (509) 585-4385
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Mailing Address PO Box 6108	City Kennewick	State WA	Zip Code 99336-0108
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Project Prospectus	By _____ Approving Authority
	Title Cary M. Roe, PE, Public Works Director
	Date

Agency City of Kennewick	Project Title Deschutes / Columbia Center Blvd. Intersect	Date 2/18/2020
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width 60-feet (east leg)	Number of Lanes 5 (east leg)
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input checked="" type="checkbox"/> 3-R	
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	35
Design Speed	35	40
Existing ADT	8,027	26,361
Design Year ADT	10,600	33,400
Design Year	2040	2040
Design Hourly Volume (DHV)	1,060	3,340

Performance of Work		
Preliminary Engineering Will Be Performed By City of Kennewick	Others 0 %	Agency 100 %
Construction Will Be Performed By Lowest bid Contractor	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations None.

Agency City of Kennewick	Project Title Quinault & Columbia Center Blvd. Intersecti	Date 2/18/2020
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

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

City will coordinate with local PUD, telecommunications, cable and irrigation if utility relocations and adjustments are required.

FAA Involvement

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

Remarks

None.

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

Date _____ Agency
By _____ Mayor/Chairperson

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Quinault/Columbia Center Blvd. Intersection		
Ordinance/Reso #		Contract #	
Project #		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

That City Council authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Quinault Ave./Columbia Center Blvd. Intersection Improvements.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Quinault Ave./Columbia Center Blvd. Intersection Improvements.

Summary

Staff was successful in acquiring a Federal Grant through the Surface Transportation Block Group program for Design and purchase of Right-Of-Way for improving the Quinault Ave./Columbia Center Blvd. Intersection. The scope of work includes construction of a second left-turn lane for added turning capacity for east-bound traffic turning north onto Columbia Center Blvd. A second through-lane is being provided for west-bound traffic on Quinault Ave. along with an additional lane southbound that will turn into the Red Lion. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.

Total project cost is estimated at \$1,300,000. The attached agreement is only for the Design Phase, which is estimated at \$100,000 and will be performed by in-house staff. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project. Staff will request funding for the Right of Way Phase at a later date when the project is far enough along to determine acquisition needs.

Alternatives

None.

Fiscal Impact

Urban Arterial Street Fund: \$13,500

Federal Match: \$86,500

Through	Bruce Mills Feb 12, 07:28:43 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 12, 07:53:31 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:06:42 GMT-0800 2020

Attachments:

Agreement
Prospectus

Recording Required?



**Washington State
Department of Transportation**

Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance) Project No. Agreement No. For OSC WSDOT Use Only
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The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Quinault & Columbia Center Blvd. Intersection Length 0.10
 Termini W. Quinault Ave & Columbia Center Blvd. Intersection

Description of Work

Project will provide a second left-turn lane for added turning capacity for east-bound traffic turning north onto Columbia Center Blvd. A second through-lane is being provided for west-bound traffic on Quinault Ave. along with an additional lane southbound that will turn into the Red Lion. In addition, proposed work will be in preparation for extending third lane south of the intersection

Project Agreement End Date 12/31/2023

Claiming Indirect Cost Rate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency	99,000.00	13,365.00	85,635.00
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State	1,000.00	135.00	865.00
e. Total PE Cost Estimate (a+b+c+d)	100,000.00	13,500.00	86,500.00
Right of Way			
86.5 % f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	100,000.00	13,500.00	86,500.00

Agency Official
 By
 Title Mayor, Don Britain, City of Kennewick

Washington State Department of Transportation
 By
 Director, Local Programs
 Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

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

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

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

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

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	2/18/2020
Federal Aid Project Number	STP(UL)	3460	DUNS Number	040187544
Local Agency Project Number	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Quinault & Columbia Center Blvd. Intersection	Start Latitude N 46d13'23" End Latitude N 46d13'23"	Start Longitude W -119d13'31" End Longitude W -119d13'21"			
Project Termini From-To Columbia Center Blvd.	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108			
Begin Mile Post	End Mile Post	Length of Project 0.10	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 140001050	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4	Urban Area Number 4		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$100,000	\$13,500	\$86,500	March	2020
R/W	\$200,000	\$27,000	\$173,000	April	2021
Const.	\$1,000,000	\$1,000,000	\$0	February	2022
Total	\$1,300,000	\$1,040,500	\$259,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 60-feet	Number of Lanes 5
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Current configuration operates with east leg having a single left turn lane, two through-lanes, and a single right-turn slip-lane. West leg has a single left turn lane, one through-lane, and a single right-turn lane.

Description of Proposed Work

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

Project will provide a second left-turn lane for added turning capacity for east-bound traffic turning north onto Columbia Center Blvd. A second through-lane is being provided for west-bound traffic on Quinault Ave. along with an additional lane southbound that will turn into the Red Lion.

Local Agency Contact Person Ryan Durham	Title Engineering Technician III	Phone (509) 585-4385	
Mailing Address PO Box 6108	City Kennewick	State WA	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority		
	Title Cary M. Roe, PE, Public Works Director	Date	

Agency City of Kennewick	Project Title Quinault & Columbia Center Blvd. Intersecti	Date 2/18/2020
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width 72-feet (west leg)	Number of Lanes 6 (west leg)
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input checked="" type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30	35
Design Speed	35	40
Existing ADT	14,024	25,540
Design Year ADT	15,700	33,100
Design Year	2040	2040
Design Hourly Volume (DHV)	1,570	3,310

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick	Others 0 %	Agency 100 %
Construction Will Be Performed By Lowest bid Contractor	Contract 100 %	Agency 0 %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
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Environmental Considerations

None.

Agency City of Kennewick	Project Title Quinault & Columbia Center Blvd. Intersecti	Date 2/18/2020
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Right of Way		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed	
	<input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

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

City will coordinate with local PUD, telecommunications, cable and irrigation if utility relocations and adjustments are required.

FAA Involvement

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

Remarks

None.

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

Date _____ Agency By _____ Mayor/Chairperson

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Steptoe/Gage Intersection		
Ordinance/Reso #		Contract #	
Project #		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

That City Council authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Steptoe/Gage Intersection Improvements.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for authorizing Preliminary Engineering Funds for Steptoe/Gage Intersection Improvements.

Summary

Staff was successful in acquiring a Federal Grant through the Surface Transportation Block Group program for Design, purchase of Right-Of-Way, and Re-construction of the Steptoe/Gage Intersection. The scope of work consists of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing. Major utility relocations will also be required in order to accommodate the intersection improvements.

Total project cost is estimated at \$3,730,000. The attached agreement is only for the Design Phase, which is estimated at \$330,000 and will be performed by in-house staff. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project. Staff will request funding for both the Right of Way and Construction Phases at a later date as the design proceeds, and actual ROW and Construction costs can be better determined.

Alternatives

None.

Fiscal Impact

Urban Arterial Street Fund: \$44,550

Federal Match: \$285,450

Through	Bruce Mills Feb 12, 07:51:06 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 12, 07:52:36 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:07:44 GMT-0800 2020

Attachments:

Agreement
Prospectus

Recording Required?



**Washington State
Department of Transportation**

Agency City of Kennewick

Address 210 W. 6th Avenue
P.O. Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance) Project No. Agreement No. For OSC WSDOT Use Only
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The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Steptoe Street and Gage Boulevard Intersection Improvements Length .1
Termini Steptoe Street and Gage Boulevard intersection

Description of Work

Improvements consist of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing.

Project Agreement End Date 12/31/2023

Claiming Indirect Cost Rate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency	329,000.00	44,415.00	284,585.00
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State	1,000.00	135.00	865.00
e. Total PE Cost Estimate (a+b+c+d)	330,000.00	44,550.00	285,450.00
Right of Way			
86.5 % f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
86.5 % k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e++q)	330,000.00	44,550.00	285,450.00

Agency Official
By
Title Don Britain, Mayor

Washington State Department of Transportation
By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

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

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

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

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

_____, Resolution/Ordinance No.

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	02/10/2020
Federal Aid Project Number	STPUL	3453	DUNS Number	040187544
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Step toe Street and Gage Boulevard Intersection	Start Latitude N 46d13'37" End Latitude N 46d13'37"	Start Longitude W 119d14'38" End Longitude W 119d14'38"			
Project Termini From-To Step toe and Gage Intersection	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108			
Begin Mile Post	End Mile Post	Length of Project .1	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 140001010	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4th	Urban Area Number 4		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$330,000	\$44,550	\$285,450	Feb.	2020
R/W	\$400,000	\$54,000	\$346,000	Jan.	2021
Const.	\$3,000,000	\$405,000	\$2,595,000	Nov.	2022
Total	\$3,730,000	\$503,550	\$3,226,450		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Step toe 66' and 72', Gage 70' and 78'	Number of Lanes 5 and 6
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Step toe: 2 lanes each for north south traffic, shared left and right turn southbound, left and right northbound.
Gage: 2 lanes each for east west traffic with left turn lanes east and west bound, one west bound right turn lane.

Description of Proposed Work

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

Improvements consist of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing.

Local Agency Contact Person Ronald A Wilkinson	Title Senior Design Engineer	Phone (509) 585-4290	
Mailing Address P.O.Box 6108	City Kennewick	State WA	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority		
	Title _____	Date _____	

Agency City of Kennewick	Project Title Steptoe Street and Gage Boulevard Intersecti	Date 02/10/2020
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width 87-98	Number of Lanes 7-8
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input checked="" type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	40	40
Design Speed	40	40
Existing ADT	Steptoe 27,554	Gage 26,835
Design Year ADT	Steptoe 20,400	Gage 16,500
Design Year	2040	2040
Design Hourly Volume (DHV)	2040	1650

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
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Environmental Considerations

Agency City of Kennewick	Project Title Steptoe Street and Gage Boulevard Intersecti	Date 02/10/2020
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities <input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	Railroad <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Relocate Cascade Gas Regulator station
 Relocate Benton PUD overhead lines and poles
 Relocate Kennewick - Richland water inter-tie
 Relocate Storm catch basins
 Adjust utilities Water valve boxes, Storm manholes

FAA Involvement

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

Remarks

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

Agency City of Kennewick
 By _____
 Date _____ Mayor/Chairperson

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	License Agreement - Chemical Drive/SR397		
Ordinance/Reso #		Contract #	
Project #		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

Authorize the Mayor to sign a license agreement allowing use of Chemical Drive/SR397 right-of-way for landscaping and irrigation.

Motion for Consideration

I move to authorize the Mayor to sign a license agreement allowing use of Chemical Drive/SR397 right-of-way for landscaping and irrigation.

Summary

Kemper Northwest Steel is developing property at the southeast corner of Gum Street and Chemical Drive/SR397 as a lay-down yard. There is excess right-of-way between the back of sidewalk and Kemper's property line. They would like to use this area for landscaping with irrigation across their frontage.

The right-of-way in question is actually owned by WSDOT, but through a maintenance agreement with the City, the City is responsible for the right-of-way that exists behind the curb line along State Route 397 (aka Chemical Drive).

This license agreement benefits the City by replacing current undeveloped and weed-covered right-of-way with landscaping that will be maintained by a private party. In addition, the applicant will reimburse the City annually a small fee (\$0.03/square foot) to cover administrative costs, and will carry insurance for this property.

Staff recommends approval of the license agreement.

Alternatives

None recommended.

Fiscal Impact

The license agreement will save public funds being spent on weed control.

Through	Bruce Mills Feb 06, 08:58:49 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 06, 12:58:08 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:09:06 GMT-0800 2020

Attachments: Agreement

Recording Required?

After Recording Return to:
City of Kennewick
Public Works Department
PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 1-0680-100-0022-0001

Location: No Address (SE Corner of E Chemical Drive/S Gum Street)

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and KNWA Real Estate LLC, an Idaho Limited Liability Company (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City hereby grants to the Licensee a license for the following described real property:

THAT PORTION OF THE SR-397 RIGHT-OF-WAY LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 06, TOWNSHIP 08 NORTH, RANGE 30 EAST, W.M.; BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST WESTERLY CORNER OF THE PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5097, RECORDS OF BENTON COUNTY, WASHINGTON, SAID POINT BEARS NORTH 54°20'14" EAST 214.14 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 43°53'28" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 36.67 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 45°31'31" EAST 36.48 FEET;
THENCE NORTH 76°15'25" EAST 16.97 FEET;
THENCE NORTH 36°21'58" EAST 5.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 03°24'38" WEST 40.37 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A DELTA ANGLE OF 31°11'38" AN ARC LENGTH OF 21.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 39°51 '45" EAST 864.98 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A DELTA ANGLE OF 11°57'42" AN ARC LENGTH OF 180.58 FEET;
THENCE SOUTH 63°12'59" EAST 5.42 FEET TO A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 19°37'55" WEST 12.64 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A DELTA ANGLE OF 86°42'48" AN ARC LENGTH OF 19.13 FEET;
THENCE SOUTH 15°07'19" WEST 4.23 FEET TO A NON-TANGENT CURVE TO THE RIGHT AND THE SOUTHERLY LINE OF STATE ROUTE 397 RIGHT-OF-WAY, THE RADIUS POINT OF WHICH BEARS NORTH 26°29'00" EAST 868.51 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A DELTA ANGLE OF 12°11'05" AN ARC LENGTH OF 184.70 FEET;
THENCE SOUTH 87°13'08" WEST ALONG SAID LINE 72.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 4,203 SF

SEE ATTACHED EXHIBIT A

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

2. This license is granted to allow the Licensee, at his request, to use the property solely for the installation and maintenance of landscaping and irrigation, including associated grading, cutting, filling and clearing operations, as approved by the City as a requirement for the development of Licensees' adjacent property (hereinafter referred to as "improvements"). The improvements shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.
3. This private non-structural improvement is for installation in the public right of way.
4. In the event of any change to the Licensee's property, the Licensee will bring the improvements into compliance with applicable City standards, conditions or requirements within sixty (60) days after written notice by the City. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the City to improvements made under this license shall be at the sole responsibility of the Licensee.
5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition. The Licensee shall maintain the improvements per the approved plans, unless otherwise directed or approved in writing by the City. The Licensee shall make any modifications to the improvements directed by the City within sixty (60) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the maintenance of, and for any City approved or directed modifications of the improvements located on the property.
6. Use of public rights-of-way is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.

7. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager.
8. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon sixty (60) days written notice to the Licensee by the City Manager. At the end of the 60 days, Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against their property (adjacent to the licensed property) for the removal and restoration costs.
9. In exchange for the granting of this License Agreement, the Licensee shall:
 - a. Annually pay to the City of Kennewick three cents (\$0.03) per square foot of area covered by this License Agreement per year, or one-hundred twenty six dollars and nine cents (\$126.09) per year. Payment shall be paid to the City of Kennewick on or before January 15th of each calendar year at the City offices at 210 W. 6th Avenue, Kennewick, Washington 99336, or at such other addresses as the City shall direct in writing. The City may adjust the amount of payment owed by the Licensee every five (5) years by the rate of inflation over the period. The City shall notify the Licensee within thirty (30) days of any payment adjustment. Failure by the Licensee to pay the City each year by the date herein specified shall immediately terminate this License Agreement.
 - b. A License Agreement issued during the calendar year shall have their annual payments prorated in accordance with the following:
 - i. January 1st through March 31st – 100% of the annual payment;
 - ii. April 1st through June 30th – 75% of the annual payment;
 - iii. July 1st through December 31st – 50% of the annual payment, plus the next year's annual payment.
 - c. The City of Kennewick shall not be obligated to reimburse the Licensee full or partial payment due to the revocation or termination of this License Agreement.
 - d. Indemnify the City of Kennewick by providing proof of insurance in the amount of one million dollars (\$1,000,000) in the form of a certificate of an insurance for any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of their sub-contractors in connection with use of the licensed area as defined by Section 1 of this agreement; naming the City of Kennewick as additional insured. Prior to any construction taking place on the property covered by this license,

Licensee shall provide the City said certificate of insurance. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. If, as a consequence of any such act or omission, any suit or action is brought against the City of Kennewick, the Licensee, upon notice of the commencement thereof, shall defend the City of Kennewick at no cost and expense to the City and promptly satisfy any final judgment adverse to the City. The indemnification provided in this subsection shall survive the expiration or earlier termination of this agreement. After each five (5) years, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.

- e. If it is approved by Council, the Licensee will need to submit the current Benton County Auditor recording fee (\$108.50) to the City.
10. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

DATED this _____ day of _____, 2020.

CITY OF KENNEWICK

DON BRITAIN, Mayor

Approved As To Form:

LISA BEATON, City Attorney

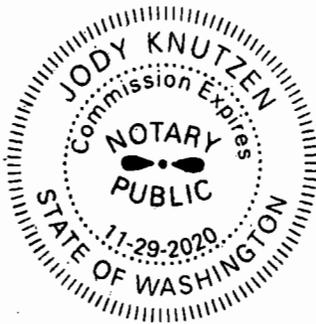
LICENSEE

Chad Belvoir
CHAD BELVOIR

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this 30th day of January, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHAD BELVOIR, to me known to be the individual who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, and on oath stated that he is authorized to execute said instrument.

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



Jody Knutzen
Notary Public in and for the State of
Washington residing at Kennewick, WA
My Commission Expires: 11-29-2020

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

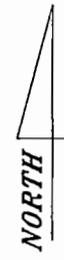
I certify that on this 18th day of February, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, to me known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

Notary Public in and for the State of Washington
residing at Kennewick
My Commission Expires: 10-11-2023

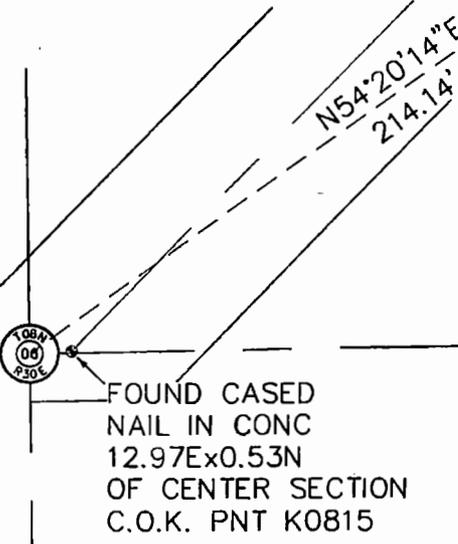
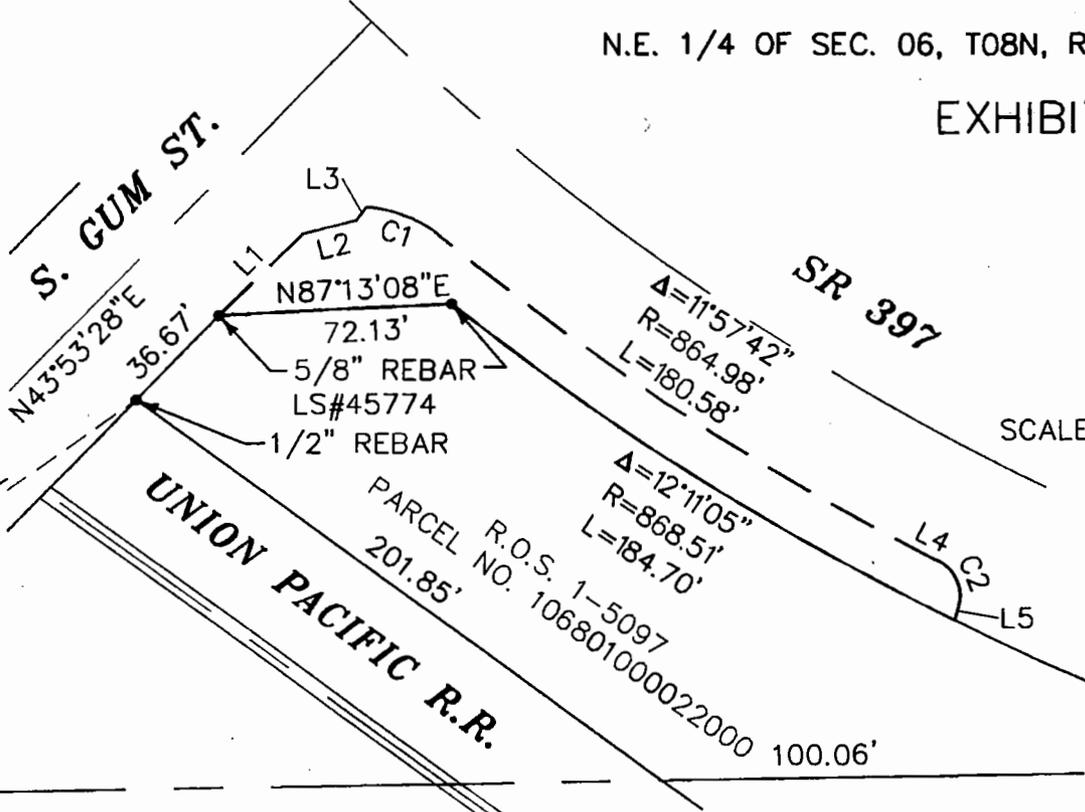
N.E. 1/4 OF SEC. 06, T08N, R30E, W.M.

EXHIBIT A



SCALE 1" = 60'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	36.48	N45°31'31"E
L2	16.97	N76°15'25"E
L3	5.21	N36°21'58"E
L4	5.42	S63°12'59"E
L5	4.23	S15°07'19"W



CURVE TABLE			
CURVE	LENGTH	RADIUS	Δ
C1	21.98	40.37	31°11'38"
C2	19.13	12.64	86°42'48"

SKETCH FOR
KNUTZEN ENGINEERING



STRATTON SURVEYING & MAPPING, PC
 313 NORTH MORAIN STREET
 KENNEBECK, WA 99336
 (509) 735-7364
 FAX: (509) 735-6560
 stratton@strattonsurvey.com

5576SK2A.DWG
 DATE: 01/28/20
 DRAWN BY: DEB

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 SHT. 1 OF 1
 JOB # **5576**

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	02/18/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	18th & Kellogg Reservoir Replacement		
Ordinance/Reso #		Contract #	
Project #	P1810-19	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

That City Council award Contract P1810-19, 18th & Kellogg Reservoir Replacement project to Rotschy, Inc. in the amount of \$15,079,560.69, plus an 7% contingency amount of \$1,055,569.31, for a total amount of \$16,135,130.00.

Motion for Consideration

I move to award Contract P1810-19, 18th & Kellogg Reservoir Replacement project to Rotschy, Inc. in the amount of \$15,079,560.69, plus an 7% contingency amount of \$1,055,569.31, for a total amount of \$16,135,130.00.

Summary

Five (5) bids were received on February 4, 2020.

Rotschy, Inc.	\$15,079,560.69	Engineer's Estimate: \$15,018,348.30
Tapani, Inc.	\$15,280,780.20	
McClure and Sons, Inc.	\$16,396,183.65	
James W. Fowler Co.	\$16,827,331.08	
Apollo, Inc.	\$18,747,259.62	

This project is for the construction of a new 6.0 million gallon Zone 2 concrete reservoir, installation of a new 30-inch inlet/outlet pipeline for the reservoir, construction of a new dual conveyance pumping station with an initial firm pumping capacity of 4.3 million gallons per day, and installation of two 20-inch discharge pipelines to supply Zone 3.

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 Rotschy, Inc. who we have determined to be a responsible bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

Water and Sewer Fund: \$ 2,035,130
Water and Sewer Revenue Bond Sales: \$14,100,000

Through	John Cowling Feb 10, 07:24:52 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 11, 15:23:27 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:09:53 GMT-0800 2020

Attachments:

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.j.	Council Date	02/18/2020
Agenda Item Type	Resolution		
Subject	Right of Way Vacation - 2062 North Steptoe Street		
Ordinance/Reso #	20-02	Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

Staff recommends that Council Adopt Resolution 20-02 setting the date of March 17, 2020, for a public hearing to consider the vacation of public right-of-way at 2062 North Steptoe Street.

Motion for Consideration

I move to adopt Resolution 20-02.

Summary

The City of Kennewick is requesting the vacation of a portion of public right of way abutting 2062 North Steptoe Street. The purpose of this request is the City Council approved a Memorandum of Agreement on January 21, 2020 to vacate surplus right-of-way along the east side of 2062 North Steptoe Street, in exchange for utility and public access easements.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Feb 12, 14:02:30 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 12, 14:40:38 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:16:36 GMT-0800 2020

Attachments:

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-02

A RESOLUTION SETTING A DATE FOR A PUBLIC HEARING ON A
REQUEST FOR VACATION OF A PORTION OF 2062 NORTH STEPTOE
STREET

WHEREAS, the City Council approved a Memorandum of Agreement on January 21, 2020, to vacate surplus right-of-way along the east side of North Steptoe Street next to 2062 North Steptoe Street, in exchange for utility and public access easements; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, that a public hearing on said proposed vacation shall be held on March 17, 2020. The City Clerk shall give notice thereof as required by law and the City Attorney shall draft an ordinance for said vacation.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

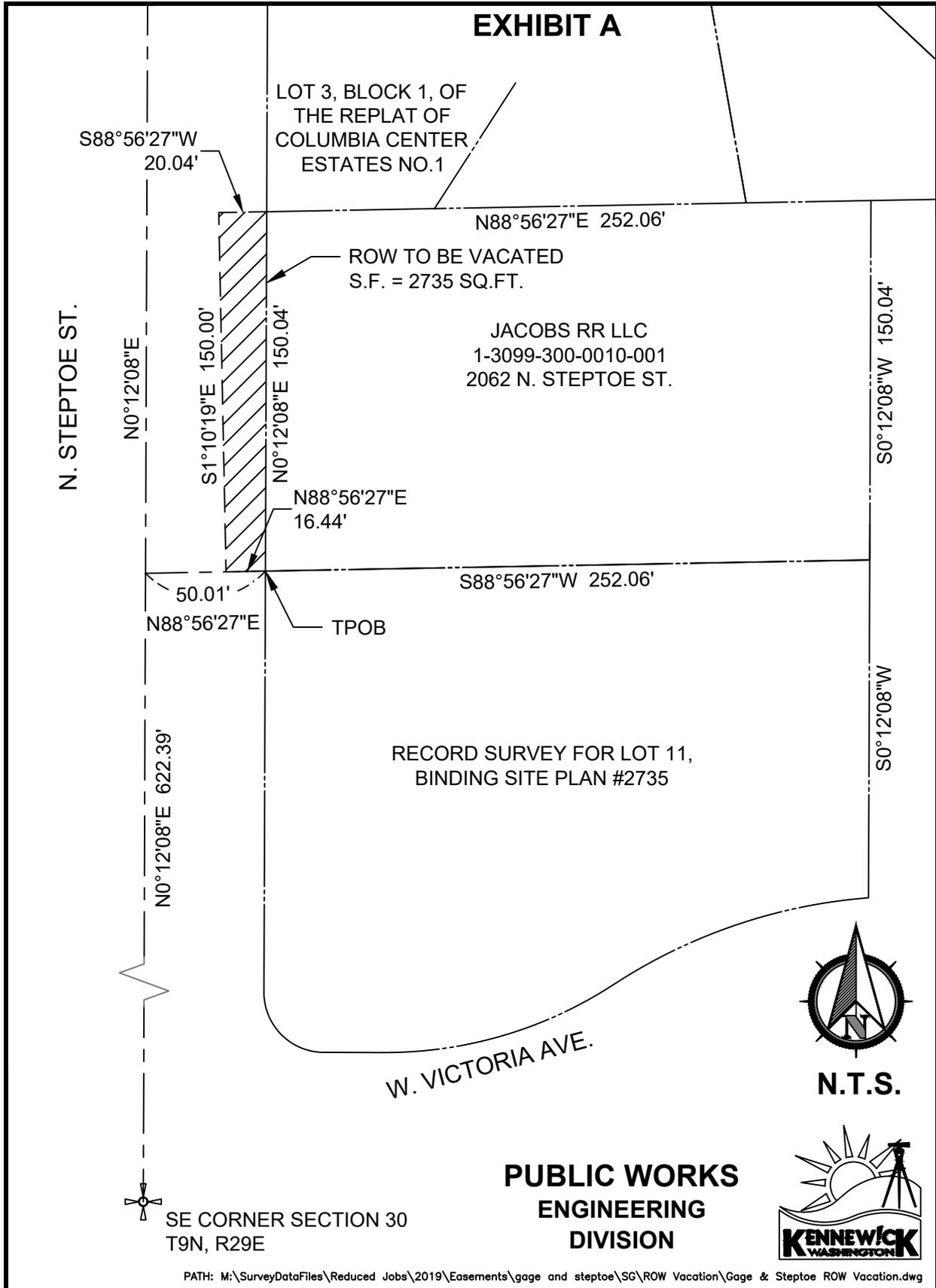
RESOLUTION NO. 20-02 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

EXHIBIT A



N.T.S.

**PUBLIC WORKS
ENGINEERING
DIVISION**



Council Agenda Coversheet	Agenda Item Number	3.k.	Council Date	02/18/2020	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	KPOBA Collective Bargaining Agreement				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Finance					

Recommendation

Staff recommends that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association.

Motion for Consideration

I move that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association.

Summary

The previous collective bargaining agreement between the City and the KPOBA expired on December 31, 2019. The parties have reached a tentative agreement on a successor contract with the following economic terms:

Term of agreement: three years, from January 1, 2020 (retroactive) to December 31, 2022.

Base wages: 2.55% increase in base wages on January 1, 2020 (retroactive), and 2.5% increases on January 1, 2021 and January 1, 2022.

Specialty pay: 1% increase in specialty pay for detectives, federal task force members, and K-9 officers (22 employees); increase compensatory time from 1 hour per shift to 1.5 hours per shift for employees who serve as police training officers.

Recruitment: provide a starting bank of 80 hours of annual leave for lateral (experienced) police officers.

Health insurance: employees will contribute an additional \$10 per month to health insurance premiums in 2021 and an additional \$10 per month in 2022.

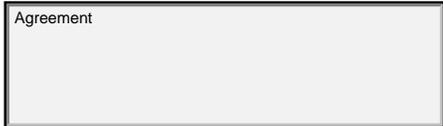
The tentative agreement also includes terms that extend several operational MOUs that would otherwise terminate, that more closely align work schedules for Criminal Apprehension Team members with community needs, and that provide for more efficient delivery of department training.

Alternatives

None recommended.

Fiscal Impact

The total projected economic impact is within the parameters approved by City Council on April 16, 2019 and those used to generate the City's 2019/2020 adopted budget as approved by City Council.

Through	Corey Osborn Feb 12, 16:19:57 GMT-0800 2020	Attachments: 
Dept Head Approval	Dan Legard Feb 12, 17:12:11 GMT-0800 2020	
City Mgr Approval	Marie Mosley Feb 14, 13:29:32 GMT-0800 2020	
		<input type="checkbox"/> Recording Required?

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KENNEWICK POLICE OFFICERS BENEFIT
ASSOCIATION**

AND THE

CITY OF KENNEWICK, WASHINGTON

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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PREAMBLE

The provisions contained herein constitute an agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association governing wages, hours and working conditions for those members of the Kennewick Police Department. Unless expressly provided herein, the provisions of this Agreement shall be effective January 1, 2020.

The parties agree to incorporate into this Agreement the following Memoranda of Understanding and/or Memoranda of Agreement in effect on December 31, 2019 and expressly agree to extend the same through the duration of this Agreement:

- Basic Law Enforcement Academy Costs – May 11, 2015
- Officers in Charge – February 29, 2016
- Six (6) Patrol Shift Schedule – November 28, 2017
- Extra Duty Employment Policy – January 4, 2018
- Traffic Officer Schedule – August 16, 2018
- Compensatory Time/Blackout Dates – April 23, 2019

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Association" means the Kennewick Police Officers Benefit Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisory or Command Personnel" means the Chief of Police or any employee holding the rank of sergeant, lieutenant, or commander.
- E. "Bargaining Unit" as used herein shall include all full time sworn police officers of the Kennewick Police Department.
- F. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- G. "Department" means the Kennewick Police Department.
- H. "Annual Leave" means scheduled workdays on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- I. "Sick Leave" means any unused sick leave accumulated by the employee up until May 1, 1999. This sick leave will be frozen after May 1, 1999. Employees may utilize the frozen sick leave, for sick leave purposes, until the frozen account is exhausted.

ARTICLE 2 – RECOGNITION

Section 2.1. Recognition. The employer recognizes the Association as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article I, subparagraph "E") for the purpose of establishing wages, hours and working conditions.

ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 3.1. Employer Rights. Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

The Association recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers.
2. That the Employer reserves those rights concerning management and operation of the Department which includes, but are not limited to the following:
 - a. To recruit, assign, transfer or promote members to positions within the Department.
 - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 - c. To determine methods, means and personnel necessary for Departmental operations.
 - d. To control the Department Budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.

ARTICLE 4 – PERFORMANCE OF DUTY

Section 4.1. Productivity. The Employer and the Association shall work together to meet the production requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; to promote employee training and development.

Section 4.2. Strike Prohibition. Employees shall perform their assigned duties to the best of their physical and mental ability. The Association and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work or any interference with the efficient operation of the Department.

Section 4.3. Lock Out Prohibition. Because of the emergency nature of Police Services, and the necessity for protection of the lives and property of the community, the City pledges not to cause a lockout of members of the Bargaining Unit.

Section 4.4. Recourse. An employee who engages in any of the actions described in Section 4.2 above shall be subject to disciplinary actions as may be determined by the City, including the loss of one (1) day of paid time off for each day the employee engages in such activity. In addition, employees who engage or encourage such action shall be subject to discipline or discharge.

ARTICLE 5 – HOURS OF WORK

Section 5.1. Work Shifts. The normal workday shall consist of either eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four hour period, including mealtime, except for declared emergencies.

For employees assigned to patrol, the sequence for a twelve (12) hour shift will be three (3) days on, two (2) days off, followed by two (2) days on. Then the sequence will be three (3) days off, two (2) days on, followed by two (2) days off. Then repeat except as modified for shift rotation, if implemented. The starting and stopping times for each twelve (12) hours shift shall be established by mutual agreement between the Association and the City. The intent of the agreement is that those officers working a twelve hour shift will have every other Friday, Saturday and Sunday off.

The day shift will be from 0600-1800. The mid shift will be established between 1400 and 1600 for a starting point and the ending point will be 12 hours later. The mid-shift will be flexible until such time as the best hours are established to meet the needs of the department and citizens. It is the intent of the City to utilize normal rotation time frames if adjustments to the mid shift hours need to be made. Night shift shall be from 1800-0600.

Traffic Officers shall be assigned to either dayshift or mid shift based on their assignment within the unit.

K-9 officers shall work an adjusted mid shift.

The CAT Officers will work ~~eight 9-hour days and one 8-hour day over a 2-week period. Regular workdays will be~~ Tuesday through Friday, from 1700 to 0300. Saturday, Sunday, and Monday will be regular days off. ~~This schedule will consist of one workweek with 4 nine-hour shifts, one eight hour shift, 2 days off (and) one work week with 4 nine-hour shifts, and 3 days off. The 3 days off may or may not be consecutive, within the parameters of meeting the KPD's service needs (no more than half of the team will be scheduled off at any one time) and the work scheduling needs of the individual employees. The Team's Sergeant, with employee input, will schedule each officer's day off.~~

When an employee on an ~~alternate~~ compressed work schedule (~~9/80~~) is required to travel, participate in a training course, or serve at a location where the hours of work are different than the employee's schedule, the division manager or designee will make individual adjustments in the work hours on a case-by-case basis to ensure that there are 80 hours of work included in each two week work schedule period for employees.

Where necessary, the supervisor may change an employee's schedule to standard 8 hour days and/or a 40 hour week during critical work assignments requiring this adjustment to correct work problems resulting from the ~~alternate~~ compressed schedule. Except in the event of an emergency or unforeseen circumstance, employees will be notified one week in advance when a change to the work schedule is required to satisfy operational priorities.

Section 5.2. Work Periods. Unless otherwise agreed by the parties, the work period shall consist of a fourteen (14) consecutive day period.

Section 5.3. Breaks and Meal Periods. Time for work breaks and lunch will total one and one-half (1 ½) hours per ten (10) or twelve (12) hour shift and will be taken in two increments of forty-five (45) minutes.

Section 5.4. Shift Trades. Subject to the prior approval of the Chief or his authorized designee, employees may make temporary shift trades provided, however, that the department shall incur no overtime liability resulting there from.

Section 5.5. Shift. Assignments Shift assignments may be made by the Department to accommodate seniority, PTOs, SWAT and the needs of each shift. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

Section 5.6. Work Schedules. The City shall prepare and post an annual work schedule no later than December 15 of each year. Depending on actual implementation of the six-shift plan this date may be modified to meet actual needs on a one-time basis.

Section 5.7. Shift Rotation. Patrol shifts will rotate on a four (4) month basis.

Section 5.8. Kelly Time. Unless adjustments are made, a twelve (12) hour shift will annually result in hours worked per employee in excess of 2080 hours per year. To reduce scheduled work hours to the level of 2080 hours per year, it is agreed that time off for each officer each month (Kelly Day(s)), not to exceed twenty-four (24) hours, shall be scheduled administratively. Preference for this time off shall be granted on a rotational basis within squads depending upon manpower requirements.

Section 5.9. Training Days. Each calendar year, KPD shall schedule ~~six-five~~ (65) training days consisting of eight (8) hours each. Members must attend three (3) training days unless excused in advance by the Division Commander/Supervisor. The specific training days shall be identified no less than thirty (30) days in advance in order to provide members with adequate time to make provisional arrangements; this notice requirement may be waived by mutual agreement of the Department and the members. The start time of these training days shall be scheduled by mutual agreement of the parties.

- (a) Patrol Division: Members working 12-hour schedules will attend training on their scheduled days off and shall receive eight (8) hours of compensatory time or overtime for at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Members working 8-, 9- or 10-hour schedules will attend training during their normal work hours at their normal rate of pay. Trainers will be compensated in the same manner as those members being trained.

In order to accommodate the current four patrol shift structure, trainers may be required to train up to twelve (12) days each calendar year. Any adjustments to normal work schedules due to the training schedule will be made no less than thirty (30) days in advance or by mutual agreement of the Department and the affected members.

- (b) Non-Patrol Division: Members not assigned to the Patrol Division shall identify three (3) of the scheduled training days to attend and will adjust their work hours on the dates of those trainings. The adjusted work hours will be the hours of the entire chosen training. Overtime or compensatory time will only be approved by supervisors if there is an identified need to report to work either prior to or following the identified training. In such an event, members will receive compensatory time or overtime for the hours worked prior to or following the identified training at the rate of one and one-half (1 ½) times the employee's straight time rate of pay.

Members may be excused from the requirement to attend three (3) training days if the member has already attended, or is scheduled to attend, a minimum of twenty-four (24) hours of approved training during the same calendar year, and if the member is granted approval from his or her supervisor. However, the member shall be required to attend those training days identified by the department as mandatory, including but not limited to department qualification and state-mandated classes. Exceptions to this policy shall not be made without the approval of a Police Commander.

If a member elects to attend additional training on a day other than the three (3) identified days, the member shall report to work for his or her normal work hours and will receive compensatory time or overtime if the training exceeds the work hours of his or her normal work hours. The member may alternately adjust his or her regular work hours to accommodate the training with supervisor pre-approval.

Each officer will be required to attend a combination of training days and outside training to ensure that he or she received the state-mandated number of hours of training each year. If the state-mandated number of hours changes during any year of this contract, the parties agree to reopen this section for further negotiations.

Section 5.10. Detective Work Schedule. Detectives will work eight 9-hour days and one 8-hour day over a 2-week period.

ARTICLE 6 – OVERTIME

Section 6.1. Daily and Weekly Overtime. All work which has been specifically authorized by a supervisor and is performed in excess of the employee's regular work day or which has been performed outside the employee's regularly scheduled shift shall constitute overtime.

Section 6.2. Overtime Compensation. Overtime hours shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay or the employee may, at his/her option, elect to earn compensatory time in lieu of overtime pay as provided in Section 6.3 of this Article. The City agrees that shifts will not be changed or adjusted to avoid overtime payment. With 14 days notice, shifts may be changed to avoid overtime for purposes of providing training. Training will be defined as Department approved programs, to include "Caliber Press", to ensure that employees are qualified, certified and proficient in law enforcement techniques. No overtime shall be paid or compensatory time earned for work less than eight (8) minutes either before or after an employee's shift.

Section 6.3. Compensatory Time.

1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred twenty (120) hours of compensatory time may be earned or carried over to the next year.
2. With reasonable notice, an employee's request for the use of compensatory time off may not be denied except if to grant the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intended use of compensatory time off. If the City would not be required to fill in for the absent employee with another employee on an overtime basis, "reasonable notice" can be less than seven (7) days notice.
3. Upon separation from employment, it is agreed that accrued compensatory time will be converted to cash and paid to the employee. Additionally, all employees may request to cash-out up to eighty (80) hours of compensatory time per calendar year. Employees may make such a request on April 1 and/or August 1 of each calendar year, although the total annual cash-out may not exceed eighty (80) hours.

ARTICLE 7 – DUTY AND COURT CALL-BACK

Section 7.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty or to court must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance for the call back occur less than one (1) hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the regular or overtime rate, as appropriate, and shall not be subject to the call back minimums provided herein.

Section 7.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will receive overtime pay for actual hours worked and will be guaranteed a minimum of three (3) hours pay at the overtime rate.

Section 7.3. Court Call Back. Officers will be required to call a designated number on the last court working day before a scheduled court day. If called to Court outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will be paid at the overtime rate for actual hours worked and will be guaranteed a minimum of three (3) hours paid at the overtime rate. For purposes of this Article, an employee is entitled to Court call-back pay only if requested to appear in Court to fulfill responsibilities that arise from their employment with the City.

Section 7.4. Court Cancellation. Employees shall be entitled to receive the court call-back minimums specified in Section 7.3, above, even if the court appearance is canceled provided:

1. The employee calls the individual designated by the Employer to verify the court appearance on the last scheduled normal work day preceding the court appearance; and
2. The City fails to notify the employee at least one (1) hour before the scheduled court appearance. Cancellation notice shall be actual notice to the employee either orally or in writing, or a good faith effort to contact the employee.

Section 7.5. On-Call Status for Detectives. A detective who is in an on-call status, as approved by the Department, shall receive one hour of comp time for each day they are in an on-call status. If the on-call detective is called to duty he/she shall not receive the one hour of compensatory time; however, they shall be compensated for their call-in pursuant to the provisions of Section 7.1 or 7.2, whichever is applicable. Nothing in this Section shall guarantee that the on-call detective will be the one called in.

ARTICLE 8 – OICs AND PTOs

Section 8.1. OIC. Employees assigned as officers-in-charge (OICs) for 42 or more hours in a pay period shall be compensated at the sergeant's pay range for all time worked as an OIC. The employee shall be compensated at 5.0% above the employee's regular rate of pay. MPO's and SPO's shall serve as OIC with no additional compensation.

Assignment to a higher classification shall be made at the sole discretion of the Chief or command personnel and shall not be subject to the grievance procedure.

Section 8.2. PTO. The officer assigned as a Police Training Officer shall receive one and a half (1.5) hours of compensatory time (at the straight time rate), per day, when assigned to a student officer and required to complete daily reports. It is agreed the City has the right to choose and assign PTOs, and such assignments will be made based upon the needs of the department. It is further agreed that PTO assignments create no property rights.

ARTICLE 9 – MONTHLY SALARIES

Section 9.1. Step Advance. Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer and in-service raises will be granted on the employee's anniversary date, provided the employee satisfactorily performs the duties and responsibilities of his position.

Section 9.2. Salaries. All bargaining unit employees will receive the following monthly base wages:

January 1, 2020

	<u>Hire</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>
Police Officer	<u>\$6,625</u>	<u>\$6,956</u>	<u>\$7,371</u>	<u>\$7,779</u>
Police Officer First Class	Add 2.5% to Salary		<u>\$7,973</u>	
Senior Police Officer	Add 6.0% to Salary		<u>\$8,246</u>	
Master Police Officer	Add 10.0% to Salary		<u>\$8,557</u>	

On January 1, 2021, bargaining unit members will receive a salary increase of 2.5%.

On January 1, 2022, bargaining unit members will receive a salary increase of 2.5%.

Specialty Pay: An additional three percent (3%) per month over base pay (maximum amount would be 3% above top step officer and only one specialty will be compensated per individual) for the following specialties:

- Traffic
- ~~METRO~~
- ~~K-9~~
- SWAT
- Youth Services: DARE, SRO, Tri-Tech
- ~~CAT~~
- ~~Detective~~
- Training Officer
- Crime Resistant Community Living (CRCL) Officer

An additional four percent (4%) per month over base pay (maximum amount would be 4% above top step officer and only one specialty will be compensated per individual) for the following specialties:

- K-9
- Detective
- CAT
- Federal Task Forces: DEA, FBI, Metro, Federal Marshal, ICAC

Bilingual Skills: An officer with a Bachelor's degree in Spanish, or meeting a joint Association/City-approved certification test for Spanish, will receive an additional three percent (3%) per month over base pay. This additional pay for bilingual skills may be added to any other Specialty Pay the officer may receive.

Section 9.3. Overpayments. When an overpayment is made to an employee, recovery of the overpayment by the City shall be made at the same rate as the overpayment, however, if an employee terminates prior to full repayment, the total unpaid amount will be withheld from the employee's final paycheck.

Section 9.4. Bi-Weekly Payroll. The City may, after giving sixty (60) days notice, institute a bi-weekly payroll on or after January 1, 1997.

Section 9.5. In the event that a weekend and/or a holiday near the end of a pay period cause Payroll to have a very short period of time to produce payroll, the deadline for submitting timesheets may be moved a few days back. If the employee works unscheduled overtime between the time he or she is required to submit a timesheet and the end of the pay period, the overtime will be added to the paycheck for the following pay period. Scheduled overtime between the two dates can be added to the timesheet prior to submission.

Section 9.6. Deferred Compensation. Effective 1/1/2015, the City shall pay an amount equal to 5% of the employee's wage into their ICMA-RC 457. Employees are eligible to participate in the ICMA-RC 457 loan provision under the terms and conditions established for the plan by ICMA.

ARTICLE 10 – CLOTHING AND EQUIPMENT

Section 10.1. Clothing/Ammunition Allowance. All existing officers, including plain clothes officers, will receive an allowance for uniform purchase and maintenance and practice ammunition in the amount of \$1500.00 per officer per year. New hires will be issued uniforms and will receive the appropriately prorated portion of \$750.00 per officer in their first year. Employees will receive the allowance payment on a separate check, on the second claims run of January of each year. Such payments will be subject to IRS regulations.

Traffic officers assigned to motorcycles will participate in the quartermaster system. A separate amount, equal to fifty percent (50%) of the clothing/ammunition allowance set forth in Section 10.1 above, will be paid on a separate check, on the second claims roster in January, for uniform allowance.

The City will provide patches, chevrons, etc. The placement of these items on an officer's uniform will be the responsibility of the officer, subject to the maintenance allowance.

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the KPOBA designee by December 1 of each year. The KPOBA shall sort the receipts by member, and submit an accounting of the purchase and maintenance, for each member, to the Kennewick Police Department designee by December 10 of each year. Members who do not provide receipts for the uniform purchase and maintenance totaling the applicable amount of their clothing allowance for each year shall have the difference deducted from their December 20 payroll check.

Section 10.2. Cleaning Allowance. All employees shall maintain a presentable appearance while on duty.

Section 10.3.1. Equipment/Patrol Rifle. The parties recognize that patrol rifles are an extension of the patrol uniform. Therefore, effective January 1, 2014, members may choose to utilize the clothing and equipment allowance, as outlined in Article 10.1, to purchase a patrol rifle and patrol rifle components once every four years. Rifles purchased for the purposes of duty or training use shall meet the specifications outlined in Departmental Guidelines.

Each patrol rifle shall be considered the property of the member and the member shall be solely responsible for maintaining the rifle as he or she would maintain other personally assigned work materials.

Members may have in their possession more than one rifle, including one duty rifle and one training rifle. However, members may only use the clothing and equipment allowance toward the purchase of a rifle once every four years regardless of the number of rifles purchased. Members may use the full amount of the uniform and clothing allowance, as outlined in Article 10.1, in each calendar year for the duration of this Contract. Members shall be personally responsible for any costs in excess of the defined allowance; members shall not be reimbursed for any costs in excess of the allowance and shall not carry over such costs into the subsequent calendar year, except that traffic officers shall be permitted to carry over costs in excess of the allowance for a

maximum of one (1) calendar year.

Section 10.3.2. Outer Load Bearing Vest. Members may choose to utilize the clothing and equipment allowance, as outlined in Article 10.1, to purchase an exterior non-load bearing vest approved by the Chief of Police.

Section 10.4. Replacement. Equipment and/or clothing provided by the City and the duty weapon provided by the employee that is lost, stolen, destroyed or damaged in the line of duty, without neglect on the part of the employee, will be replaced by the Employer without recrimination, cost or charge to the employee.

Section 10.5. Safety. Clothing and equipment provided by the employer shall be purchased and maintained with due regard to employee health and safety. When necessary, the City agrees to update and renew all body armor to maintain the safety of the officers.

Section 10.6. Personal Items. Wristwatches, prescription eye glasses and contacts damaged in the line of duty, without fault or negligence by the employee, shall be repaired or replaced by the City, subject to the maximum dollar limitations specified below, provided that such repair or replacement is not otherwise covered by other applicable insurance policies or provisions that pay a greater amount. If the City repairs or replaces the item under this Section, monies received from other insurance policies or provisions shall be turned over to the City to the extent of the City's cost. Falsification of such requests shall constitute just cause for termination.

Limitations:

Prescription glasses and contacts	\$150.00
Wristwatches	\$ 50.00

ARTICLE 11 – HOLIDAYS

Section 11.1. Holidays Recognized. The following, and such other days as the City Council by ordinance may fix, are official holidays:

- | | | |
|-----|----------------------------|--------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Day | 3rd Monday in January |
| 3. | President's Day | 3rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | 1st Monday in September |
| 7. | Veteran's Day | November 11 |
| 8. | Thanksgiving Day | 4th Thursday in November |
| 9. | Day after Thanksgiving Day | |
| 10. | Christmas Day | December 25 |
| 11. | Floating Holiday | February 1 |
| 12. | Floating Holiday | August 1 |

One floating holiday shall accrue on February 1 of each year and the second floating holiday shall accrue on August 1 of each year. Newly hired police officers hired after January 1, but prior to July 1, shall receive holiday pay, in accordance with their regularly scheduled shift assignment at the time when each floating holiday occurs for both floating holidays during the calendar year that they are hired. Police officers who are hired after June 30 shall receive holiday pay, in accordance with their regularly scheduled shift assignment as of August 1 for one floating holiday during the calendar year that they are hired. If a floating holiday for which a newly hired police officer is to receive compensation as set forth above occurs prior to the date of hire of that police officer, the police officer will not be paid for that floating holiday(s). If any recognized holidays fall during the time an officer is at the Basic Academy, as a student or instructor, and the officer received the day off from the Academy, the officer shall not receive compensation as set forth in Section 11.4 for the holiday.

Section 11.2. Vacation - Holiday Overlap. Holidays that fall during an employee's actual vacation period shall be counted as holidays for the purpose of tabulating use of vacation days. The holiday shall not be counted as vacation leave taken.

Section 11.3. Holiday Pay. Bargaining unit members shall not receive any time off for the holidays that are set forth in Section 11.1 above. Instead, bargaining unit members shall receive either 8, 9, 10 or 12 hours of straight time pay for each of the above-referenced holidays, depending upon their regularly scheduled shift assignment at the time when each of the holidays that are set forth in Section 11.1 above occurs. Thus, an employee who is regularly assigned to an 8 hour shift at the time when a particular holiday occurs will receive 8 hours of straight time pay for that holiday; an employee who is regularly assigned to a 10 hour shift at the time when a holiday occurs will receive 10 hours of holiday pay for that holiday; and an employee who is regularly assigned to a 12 hour shift at the time when a holiday occurs will receive 12 hours of holiday pay for that holiday. In determining when a floating holiday "occurs", February 1 will be used for the first floating holiday and August 1 will be used for the second floating holiday. Thus,

bargaining unit members who are regularly assigned to a 12 hour shift throughout the calendar year will receive 144 hours of additional straight time holiday pay for that year; those who are assigned to 9 hour shifts throughout the calendar year will receive 108 hours of holiday pay for that year; those who are assigned to 10 hour shifts throughout the calendar year will receive 120 hours of holiday pay for that year; and those who are assigned to 8 hour shifts throughout the calendar year will receive 96 hours of holiday pay for that year.

Employees will receive the holiday pay that is described above regardless of whether they actually work on any holidays during the calendar year, and employees also will not receive any additional holiday pay beyond the holiday pay that is described above if they do work on one or more holidays during the calendar year.

Employees will receive their holiday pay for a particular calendar year on a separate pay check that is provided to them on December 5 of each year.

ARTICLE 12 – ANNUAL LEAVE

Section 12.1. Accrual/Eligibility. Each full time employee shall accrue annual leave as set forth below, based on his or her continuous length of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Annual Leave Accrual</u>
1 through 5 years	15 hours per month
6 through 9 years	17 hours per month
10 through 14 years	19 hours per month
15 through 19 years	21 hours per month
20 through 24 years	23 hours per month
25 years and over	25 hours per month

An employee shall not be eligible for annual leave until he has worked for the Employer a minimum of six (6) calendar months from his or her most recent date of employment.

Section 12.2. Accrual Maximum/Mandatory Use. ~~Annual leave may be accumulated up to a maximum of 640 hours. Employees do not have a maximum accrual limit for PTO. Instead, employees have an annual carryover limit of 640 hours. For the purpose of this annual carryover, the parties have chosen to define the “year” as the period from April 1 to March 31. As a result, employees will not lose PTO in excess of 640 hours following the pay periods that end between April 15 and March 15 of every year. However, employees will lose any PTO in excess of 640 hours (including current pay period accrual) following the pay period that ends on March 31 of every year.~~

Section 12.3. Accrual Cash-Out.

1. Upon separation from employment for any reason, an employee shall receive a sum of money equal to the number of accrued and unused annual leave hours (up to a maximum of 560 hours) multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee quits, annual leave accrual cash out is available only if the employee has given two-weeks advanced notice of quitting. No prior notice is required if the employee is terminated for just cause or is asked to resign.
2. ~~Alternately, an employee may have any entitlement as defined above deposited into the employee's ICMA-RC 457 deferred compensation account subject to IRS limitations. An employee who elects this option must notify the payroll department in writing at least two weeks prior to his or her last shift actually worked.~~
3. Upon the death of an employee, the accrued annual leave pay of the deceased employee shall be paid, at the rate described above in this Section, to the same individual who is paid the accrued wages.

Section 12.4. Annual Leave Scheduling/Preference. Employees shall be permitted to request to use their annual leave days in either single or split blocks of time. Employees shall have the right to determine annual leave scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief manpower as determined by the Chief. Annual leave requests received before January 31 of each calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping annual leave schedules, preference will be given to the most senior employee, provided the senior employee's request was received by January 31. Each employee will be permitted to exercise his right of seniority preference only once annually and for only one annual leave time-block. Any requests for annual leave following January 31 shall be granted on a first-come, first-serve basis.

If an employee has submitted a request to use 40 consecutive hours or more of annual leave time and qualifies for an open annual leave slot pursuant to the terms of this article, the City shall approve or deny the annual leave request within seven (7) calendar days of the submission of the request. This shall not apply to seniority preference annual leave picks during the month of January.

Section 12.5. Seniority. For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

Section 12.6. Blackout Dates. The parties will continue to discuss the topic of blackout dates with the intent of reaching a mutual agreement regarding which dates each year will be considered to be "blackout dates" and otherwise addressing related scheduling issues, such as minimum staffing on each of the blackout dates.

Section 12.7. Family Leave. Employees have the option to utilize earned accrued leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 - 49.12.295.

Article 12.8. Pre-Separation Leave. An employee with at least twenty (20) years of service with the Kennewick Police Department who has established a separation date may elect to use accrued annual leave, up to six hundred (600) hours, immediately prior to his or her established separation date. This agreement can extend to other bankable hours of leave to include comp time and/or Kelly time given the assignment of the member; however, the total number of hours utilized in a one block increment shall not exceed 600 hours.

An employee with less than twenty (20) years of service with the Kennewick Police Department who has established a separation date may request to utilize the same defined benefit above; however, requests shall be reviewed on a case by case basis and shall be approved at the discretion of the Chief of Police and shall not be subject to the grievance procedure

In accordance with Article 12.8 regarding the Medical Savings Trust, a member of the KPOBA meeting the criteria in one of the above paragraphs who reaches 640 hours and who has not converted 80 hours of annual leave into the Medical Savings Trust given that calendar year, shall still have the ability to convert the hours to the Medical Savings Trust and still utilize the Pre-Separation Leave not to exceed 600 hours.

Article 12.9. Medical Savings Trust Rollover. An employee with at least ten (10) years of service with the Kennewick Police Department who has accumulated six hundred and forty (640) hours in their annual leave bank shall have eighty (80) hours of annual leave converted into their Medical Saving Trust. A maximum of eighty (80) hours per calendar year shall be contributed into the Trust on the employee's behalf during the next regular payroll remittance process.

Section 12.10. Annual Leave for New Employees. Newly hired employees shall be allowed to borrow up to ninety-six (96) hours of annual leave from the City during their first year of employment, and to use such annual leave for the purposes enumerated in this Article. Such annual leave shall be repaid by the employee at the rate of four (4) hours per month during the employee's second and third years of employment through a pro-rata reduction in the employee's monthly annual leave accrual. Should an employee terminate prior to paying back advanced annual leave, the amount of borrowed annual leave not repaid to the City will be withheld from the employee's final paycheck.

Section 12.11. Annual Leave for In-State Lateral Police Officers

Newly hired employees who are hired from an In-State Lateral Police Officer eligibility list will receive a starting bank of 80 hours of annual leave. Lateral Police Officers who separate from service during their one year probationary period will not be entitled to cash out unused annual leave

ARTICLE 13 – SICK LEAVE

Section 13.1. LEOFF I Employees. Effective January 1, 1974, LEOFF I employees shall cease to accrue sick leave in favor of coverage available under the disability portion of the LEOFF System. Any bona fide short-term illness by LEOFF I employees resulting in absence from work shall be grounds for application to the Disability Board for short-term disability coverage.

Section 13.2. LEOFF II Employees. Effective May 1, 1999, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 12. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 13.3.

Section 13.3. Sick Leave Use. In order to be granted paid, annual leave, or utilize prior accrued sick leave, an employee must meet the following conditions:

1. Report to Police Chief or the officer in charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the Chief or the officer in charge informed of his or her condition if the absence is to be more than one (1) shift in duration.
3. The City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination or nursing visit to verify the illness. The expense of such medical examination or nursing visit shall be paid by the City.
4. Sick leave will not be used in connection with a disability retirement.
5. Any employee found to have abused or misused sick or annual leave may thereupon be subject to discipline or discharge.
6. As of May 1, 1999, Employees will be allowed to utilize the “frozen” accrued sick leave prior to using “annual leave” for time off when they are sick. It will be the employees’ responsibility to correctly annotate the use of the accrued sick leave on their time cards.

Section 13.4. Illness in Immediate Family. Employees have the option to utilize earned accrued sick leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 - 49.12.295. LEOFF I employees have the option to utilize earned accrued vacation leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265-49.12.295.

Section 13.5. Washington State Paid Family & Medical Leave.

The City will be responsible for paying the employer portion of the benefit premium as determined by state law, and employees will be responsible for paying the employee portion of the benefit premium as established by state law by way of payroll deduction.

Section 13.6. Catastrophic Leave. Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated annual leave during any given fiscal year to another officer (or officers) who has no accumulated sick leave or annual leave hours, but who is otherwise eligible to take paid sick or annual leave. These transferred annual leave hours shall be converted, on a one for one (1:1) ratio, to certified annual leave hours, and once they are transferred and converted, such annual leave shall not be refundable to the officer making the transfer. Any officer may receive such transferred annual leave hours from any number of officers; provided, however, that the officers may not receive more converted annual leave hours than he or she actually needs to cover a current period of annual leave absences and such converted annual leave hours may only be used for "certified" sick leave absences.

An employee may not receive more than 350 hours of converted leave for any one illness or injury. For worker's compensation purposes leave can only be utilized if the combined balance of the employee's vacation and sick leave accounts is less than forty (40) hours.

Catastrophic leave is only available for injuries or illnesses of the employee.

ARTICLE 14 – INSURANCE COVERAGE

Section 14.1. Medical Coverage. Employees covered by this Agreement shall be insured by a medical insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. ~~Through December 31, 2017, employees shall have a choice of the Asuris HealthFirst \$0 deductible plan or the Group Health \$10 co-pay plan.~~ Effective January 1, 2018, employees shall have a choice of the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. ~~Effective 1/1/2017, e~~Employees will contribute toward medical insurance premium costs as follows:

	<u>Single</u>	<u>Married</u>	<u>Married w/Dependent(s)</u>
1/1/ <u>20</u>	\$140.00	\$150.00	\$160.00
<u>1/1/21</u>	<u>\$150.00</u>	<u>\$160.00</u>	<u>\$170.00</u>
<u>1/1/22</u>	<u>\$160.00</u>	<u>\$170.00</u>	<u>\$180.00</u>

For purposes of this Section, Single includes Employee only, or Employee plus one dependent. Married includes Employee and spouse or Employee plus two or more dependents. Married w/Dependents includes Employee, Spouse plus one or more dependents.

Section 14.2. Retiree Medical Plan. Allow employees to enroll in the retiree medical plan through the Association of Washington Cities if eligible. Eligible employees shall meet the eligibility requirements established by the AWC Benefits Trust.

Section 14.3. Dental Coverage. Employees covered by this agreement, and their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City.

Section 14.4. Vision Coverage. A prepaid vision insurance plan for the employee and dependents will be paid for by the City.

Section 14.5. False Arrest Coverage. The Employer shall maintain without cost to the employee false arrest insurance.

Section 14.6. Life Insurance Coverage. The Employer shall provide life insurance in the amount of \$50,000 for each employee. Additionally, in the event of a death of an active employee, the City shall appoint a liaison to assist the family in obtaining death benefits they are entitled to.

Section 14.7. Long Term Disability. The City will pay, on behalf of each individual member of the KPOBA's bargaining unit an amount each month towards the premiums for a Long Term Disability Plan of the KPOBA's choice that will equal .77% of the regular monthly base pay of each individual KPOBA bargaining unit member. Thus, the amount paid by the city towards LTD premiums each month for each individual KPOBA bargaining unit member will be based upon that individual's regular monthly base pay, and thus the amount paid by the City each month in this regard will vary depending upon the amount of each individual bargaining unit member's regular monthly base pay.

Section 14.8. Coverage Selection. The Employer shall have the right to choose the best insurance packages for bargaining unit members so long as the level of coverage is not reduced. During the term of this agreement the parties will create and convene a joint city-wide committee to consider and evaluate options and alternatives regarding funding and plan specifications for active and retired employees' medical insurance.

Section 14.9. Section 125 Plan. The City shall establish an IRS Section 125 Plan in which employees may participate.

ARTICLE 15 – LEAVES OF ABSENCE

Section 15.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 15.2. Death in Immediate Family. Leave with pay shall be granted by the Chief for a maximum of forty (40) hours for each death in the immediate family for employees scheduled on either an eight (8) or ten (10) hour work shift; the leave shall be thirty six (36) hours for employees scheduled on a twelve (12) hour work shift. All time off for such a death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick or annual leave. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandparents, or any individual residing in the employee's household at the time of death.

Section 15.3. Doctor and Dentist Appointments. Bona fide doctor and dentist appointments requiring not more than two (2) hours of absence from work, up to a maximum of ten (10) hours per calendar year, shall not be counted against accumulated sick leave, annual leave, or temporary disability leave. If the doctor or dentist appointment keeps the employee away from work for more than two (2) hours, all the time away from work for that appointment will be charged to sick or annual leave. Prior to authorization of paid time off for bona fide doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. Where possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

Section 15.4. Leave Without Pay. No leave without pay shall be granted an employee until the employee has first taken advantage of all his earned annual leave credits, sick leave and compensatory time and such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit, provided, however that an employee shall be allowed to retain up to eighty (80) hours of annual leave time prior to going on leave without pay status. This section does not apply to employees who are currently serving with the United States Army Reserve, United States Air Force Reserve, United States Navy Reserve, United States Marine Corps Reserve and the United States Coast Guard Reserve.

Section 15.5. Lay-off for Lack of Work. Any full time employee, when laid off for lack of work or lack of funds, shall be given at least two weeks' notice in advance.

Section 15.6. Maternity Leave. Maternity leave not to exceed four to six (4-6) weeks shall be granted without pay at the request of an employee for the purpose of childbirth and recuperation of the mother. Paid maternity leave is available to the extent the employee has available, and elects to use, accrued sick leave, compensatory time or vacation leave. Employees may, however, exercise the option of taking all maternity leave without pay.

For leave purposes, temporary disabilities related to pregnancy and childbirth are handled as any other temporary medical disability.

Pregnant employees cannot categorically be denied the opportunity to work the entire period of pregnancy, but may continue to work as long as the individual and her physicians concur in her ability to work, and the demands of the job are satisfied. Proof of the physician's concurrence shall be submitted at regular intervals during the employee's pregnancy, when requested by the City.

Upon return from medical leave, if related to pregnancy, childbirth or related circumstances, employee shall return to her same job or a similar job with at least the same pay.

The period of unpaid maternity leave will be considered service time for seniority purposes and length of time upon which annual leave accrual is based.

Section 15.7. Unauthorized Absence. Unauthorized absence from duty, barring extenuating circumstances, constitutes just cause for dismissal upon recommendation of the Chief and at the discretion of the City Manager.

Section 15.8. Retention. The City's intent is to keep trained, quality and experienced people when injured and incapacitated from work. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

Section 15.9. LEOFF II Disability Benefits. In accordance with RCW 41.04.500, LEOFF II officers shall receive a supplement in addition to Labor and Industries (L & I) disability benefits for injuries or illnesses incurred on duty that qualify as temporary disability leave. This disability leave supplement is an amount which, when added to the amount paid by L & I, results in the employee receiving the same pay they would have received for full time active service. The City pays an employee a supplement equal to half of any remaining time that is not covered by L & I. The half not covered by the City is charged to the employee's accrued leave account.

L & I benefits begin on the fourth day after an illness or injury. For the first three calendar days following the date of illness or injury the City shall pay the employee his/her regular pay and charge the employee's accrued sick or annual leave, or compensatory time off account. On the fourth and fifth calendar days, the City shall estimate the amount of L & I benefits (based upon L & I guidelines as set forth in the WAC) and charge the employee's sick or annual leave account the difference between the estimated L & I benefits and the employee's regular pay. The employee will continue to be responsible for the coding and signing of their timecard. If the injury or illness exceeds fourteen calendar days, L & I benefits may be paid retroactive, as determined by L & I, to the day following the date of injury. The City shall add back to the employee's sick or annual leave bank, the equivalent number of estimated hours to be reimbursed from L & I for the first three calendar days.

The LEOFF II supplement begins on the sixth calendar day after the injury or illness and continues as long as the employee is receiving L & I benefits, up to a maximum of six months. Starting with the sixth calendar day, the employee shall be charged sick or annual leave only for the amount of their portion of the supplement, until their sick or annual leave or other accrued leaves are exhausted, or the six month supplemental period runs out.

During the supplement period, so long as the employee has accrued leave (including any donated leave under the Catastrophic Leave provisions of this contract), the City agrees to pay the employee at their full regular monthly pay. The City is not required to pay the employee portion of the supplement once all accrued leave and catastrophic leave has been exhausted. If the employee remains on disability at the conclusion of the six-month period, the employee will continue to receive full pay until their accrued leave and catastrophic leave is exhausted. Once the employee's accrued leave and catastrophic leave is depleted, additional annual leave will not be earned until the employee returns to duty. If an employee's accrued sick or annual leave is exhausted during the period of disability, the employee may, for a period of two months following return to active service, draw prospectively upon sick or annual leave the employee is expected to accumulate up to a maximum of three days or three work shifts, whichever is greater.

The employee agrees to endorse his/her L & I check over to the City of Kennewick upon receipt and deliver it to the payroll office within five calendar days. Payments shall stop immediately upon the employee's failure to turn the L & I check over to the City. An employee's failure to endorse an L & I check upon receipt over to the City of Kennewick may be deemed as defrauding the City as referenced in Section 10.4 (n) of the City of Kennewick Personnel Rules and Regulations manual. This act may result in disciplinary action, up to and including discharge.

The calculations used to determine the L & I payments may vary or the employee's L & I claim may be denied. As a result, there may be discrepancies that occur in the amount of leave used. For that reason, at the end of the disability period, Support Services will do a reevaluation of the total L & I payments received and the amount of sick or annual leave used by the employee to ensure there was no under- or over-payment of sick or annual leave. If underpayments were made to an employee, the necessary adjustment will be made during the next pay period. If an overpayment is made to an employee, the City shall recover the monies overpaid to the employee at no greater rate of speed than the employee earned the monies in accordance with this agreement.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1. Dispute Resolution. A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. A "business day" is defined as Monday through Friday, excluding holidays recognized in Section 11.1 (except floating holidays). Such disputes shall be resolved as follows:

Step 1 – An employee, or the Association, must present a grievance within ten (10) business days of its alleged occurrence to the employee's supervisor who, with the assistance of a Commander, shall attempt to resolve it within five (5) business days after it is presented to him/her.

Step 2 – If the employee, or the Association, is not satisfied with the solution by the immediate supervisor, the grievance may be presented to the Chief of Police, in writing, within seven (7) business days of receiving the supervisor's response. The Chief, or his or her designee, shall attempt to resolve the grievance within five (5) business days after it has been presented to him/her.

Step 3 – If the employee, or the Association, is not satisfied with the resolution by the Chief of Police, or designee, the Association may present the grievance, in writing and with all pertinent materials, to the City Manager within ten (10) business days of receiving the Chief's response. The City Manager, or his or her designee, shall attempt to resolve the grievance within ten (10) business days after it has been presented to him/her.

Step 4 – If the grievance is not resolved by the City Manager, the Association may, within fifteen (15) business days, refer the grievance to arbitration. The Association may elect to proceed either to arbitration or through Civil Service Commission proceedings, but not both.

Section 16.2. Arbitrator Selection. The parties shall attempt to agree upon an arbitrator within five (5) business days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) business day period, the parties shall immediately request the Public Employment Relations Commission (PERC) to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. The parties shall alternately strike names until one name remains. The person remaining shall be the Arbitrator. The party filing the grievance shall strike first. The Arbitrator shall be notified of his/her selection by joint letter from the Association and City requesting that a time and place be set for the arbitration subject to the availability of the Association and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Section 16.3. Arbitrator Authority. The arbitrator shall render his/her award based on the interpretation and application of the provisions of the Agreement within thirty (30) business days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 16.4. Arbitration Costs. The fees and expenses of the Arbitration shall be borne equally by the Association and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 16.5. Time Limits. Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. Extension of any time line must be made in writing with the consent of both parties. All sections of the Grievance Procedure that address filing and response days shall mean "business" days.

ARTICLE 17 – MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Association. Such grievance may be appealed to arbitration at the option of the City.

ARTICLE 18 – ASSOCIATION BUSINESS

Consistent with past practice, the City recognizes the Association's right to conduct Association business on duty time and the Association's right to reasonable access to the City facilities to conduct Association business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Chief.

The Association's official representative for purposes of negotiating will meet with the City at mutually agreed upon times. The City will not allow more than three (3) of the Association's official representatives to attend negotiating sessions without loss of pay. The Association will designate who those negotiators are. Any and all negotiators, identified by the Association, despite whether they are being paid by the City, will be excused from duty for negotiation sessions and negotiation preparations. However, emergencies and the needs of the department will take priority.

It is not the intent of this Article to create situations where overtime would be required.

ARTICLE 19 – PERSONNEL FILE

Section 19.1. Personnel Record. The City Personnel Department shall maintain a central personnel file for each employee in the bargaining unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions, and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under Section 19.5, below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 19.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record, except confidential reports. An employee's official representative, with the permission of the employee, may inspect the records in that file pertaining to the employee except for confidential reports.

Section 19.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are required to sign all disciplinary actions presented to them by the Chief or the Chief's designee. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 19.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Chief at his/her discretion.

Section 19.5. Disclaimer. This Article is not meant to limit the maintenance of supervisor notes and other pertinent Department records. Nothing in this Section shall prohibit the City from using other pertinent information, such as, but not limited to, supervisory notes and confidential reports in determining appropriate disciplinary action. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 20.1. Rules and Regulations. Chapter 6, Internal Affairs of Kennewick Police Department Rules and Regulations, as it existed on the date of the execution of this contract, is hereby incorporated into this agreement.

Section 20.2. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; counseling statements; commentary driving; decision leave days; transfer; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of vacation or compensatory time; demotion; discharge; any combination thereof; or other methods as may be agreed upon by the parties.

1. Disciplinary actions such as oral admonitions, warnings or counseling statements are usually the first steps taken in constructive and progressive discipline. As a general rule, such actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of vacation or compensatory time, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly, in a fair, firm and equitable manner, and only for specific and just cause.
4. The Employer agrees that the disapproval of leave requests will not be used as disciplinary measures.
5. If the City has reason to reprimand an employee, it shall, where possible, be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.
6. The City agrees to furnish the employee with a complete statement in writing at the time of the counseling statement, reprimand, suspension, demotion or discharge outlining the specific reasons for such action as known to the Employer at that time. If at the time of the counseling statement, reprimand, suspension, demotion, or discharge, it is not feasible to furnish the employee with a complete statement of the reasons for the disciplinary action, said complete statement must be presented to the employee within four (4) days, not including weekends or holidays. Where possible, additional reasons will not be added at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

ARTICLE 21 – PROBATION, TRIAL SERVICE, ASSIGNMENTS

Section 21.1. Probation, Trial Service, Assignments. Every new employee hired into the Department shall serve a probationary period of twelve (12) months after successful completion of the basic or equivalency academy. The Association recognizes the right of the City to discipline or discharge probationary employees for any reason with or without cause, and such discipline or discharge shall not constitute a violation of this Agreement. Upon completion of twelve months post-academy probation, employees shall be deemed "regular" employees.

Section 21.2. Non-Patrol Assignment Standards. The City shall establish, publish and make available to Association members written procedures and criteria to be employed by the Chief in evaluating employees for all non-patrol assignments. To ensure an objective process for special assignments, the parties agree that the selection process shall include at least the following:

1. An oral interview of all applicants with the Chief or the Chief's designee; and
2. The submission of a resume by all applicants; and
3. Applicants must have the recommendation of their immediate supervisor unless such requirement is waived by the Chief.
4. The Chief or designee may open it up to any member off of probation if there is not an acceptable pool of candidates.

The Chief shall possess the authority to designate certain individuals to apply for Special Duty assignments. The ultimate authority for the selection and assignment to Special Duty shall be vested with the Chief.

There shall be no mandatory rotation or grandfathering of individuals in non-patrol assignments. The Chief or the Chief's designee shall have the ability to reassign personnel as necessary, to provide for the effective and efficient operation of the department. There is no intent in this subsection to circumvent the testing criteria for non-patrol assignments.

Removal from specialty positions shall be at the discretion of the Chief. However, the reasons shall be articulated in writing to the union and to the affected employee.

ARTICLE 22 – LAYOFF AND RECALL

Section 22.1. Layoff. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority (as defined in Article 23, Section 23.1) in their classification or their assigned specialty. Specialties include detective assignment, traffic officer assignment, training officer assignment, polygraph officer, K-9 officer and other similar positions. Any employee who is to be laid off who has advanced to their present classification or specialty from a lower classification or different specialty in which they held a permanent appointment shall, if they possess greater seniority, have the opportunity to bump into a position in a lower classification or previously held specialty. His/her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

Section 22.2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months.

Section 22.3. Recall Notice. The City shall notify, by certified mail, the employees on laid off status of any department job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice regardless of who signed for the certified job notice. Failure to do so will result in forfeiture of all recall rights.

Section 22.4. Special Skills Exception. The City may retain junior employees without regard to seniority, after consultation with the Association, if the junior employees possess "special skills" unavailable from more senior employees in the Association. For the purposes of this Section, special skills shall be limited to polygraph examinations, SWAT team members, hostage negotiators and instructors and any other special skills designated after consultation with the Association at the time of the layoff.

ARTICLE 23 - SENIORITY

Section 23.1. Seniority Defined. Seniority shall be defined as the length of service by an employee within the Department following his most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) authorized leaves with pay, and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken based upon Civil Service Exam scores.

Section 23.2. Seniority List. The City will provide the Association with copies of a seniority list by July 1 of each year.

Section 23.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

Section 23.4. Career Development Program. The general years of service and educational requirements for the career development program are as follows:

Master Police Officer

10 years (8 with KPD) plus BA/BS (or 180 college credits)
14 years (9 with KPD) plus AA/AS (or 90 college credits)

Senior Police Officer

6 years (5 with KPD) plus BA/BS (or 180 college credits)
9 years (5 with KPD) plus AA/AS (or 90 college credits)
18 years (8 with KPD)

First Class

54 months (42 months with KPD) plus 90 college credits
12 years (4 with KPD)

Levels of Career Development:

- A. Police Officer Third Class
- B. Police Officer Second Class
- C. Police Officer First Class
- D. Senior Police Officer
- E. Master Police Officer

The city shall pay the cost for removal of the career development stripes for 3 long sleeve and 3 short sleeve shirts.

Officers no longer meeting the requirements of this Section, who held the status of a Master Police Officer, Senior Police Officer or Police Officer First Class prior to the changes implemented on January 1, 2011 shall continue to hold that prior status and the corresponding pay.

ARTICLE 24 – OUTSIDE EMPLOYMENT

The members of the Association agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his/her work, or in no way be a discredit to the city employment, or in no way take preference over extra duty required by city employment. Any off duty employment must be approved by the Chief as provided in Departmental Regulations.

The memorandum of understanding, Extra Duty Policy, is incorporated as part of this agreement.

ARTICLE 25 – EMPLOYEE RIGHTS/NON-DISCRIMINATION

Section 25.1. Employee Rights. The parties agree that employees have the right to form, join or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

Section 25.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 26 – DUES CHECKOFF

Section 26.1. Representation. The parties recognize that the Association represents every eligible member of the bargaining unit, thereby making each eligible member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee who, thirty (30) days after his date of hire or certification of the Association, is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Such amount shall be deducted monthly by the City from the compensation of each member's and non-member's compensation and remitted monthly in the aggregate to the Association.

Section 26.2.1. Dues and Other Deductions.

The Association shall periodically notify the Employer, in writing, of the dues, representation fees, initiation fees, assessments, and/or other regularly recurring costs charged to members by the Association, and of any changes therein. Bargaining unit members who voluntarily consent to paying such dues/fees/assessments/costs by means of payroll deductions that are processed by the Employer will provide written authorization to the Association of their consent in this regard, and the Association will in turn forward such written authorizations to the Employer. Upon receipt of such a written authorization, the Employer will immediately begin to deduct such dues/fees/assessments/costs from the pay of the employee who has provided the authorization, and will promptly forward those dues/fees/assessments/costs to the Association. The Employer will stop deducting dues/fees/assessments/costs for any employee who revokes consent in writing. Such revocation will be communicated to the Association, which will in turn promptly communicate it to the Employer.

Section 26.2.2. New-Hire Orientation. The Employer shall notify the Association of all new employees hired into the bargaining unit. Within the first 30 days of the new employee's starting date with the Employer, the Association shall be afforded 1 hour of each newly-hired employee's regular working time for the purpose of presenting information to the new employee about Association membership and bargaining representation.

Religious Objections. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by PERC and the payment shall be made to said organization.

Section 26.3. Indemnification. The Association will indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE 27 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 28 – ZIPPER CLAUSE

The Agreement expressed herein in writing constitutes the entire Agreement between the Employer and the Association and no oral agreement shall add to or supersede any of its provisions.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2020 and shall remain in effect through December 31, 2022. To amend this contract, either party shall notify the other prior to July 1, 2022 of its desire to terminate or amend the same. The proposed changes that will constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

ARTICLE 30 - LEGISLATED MANDATES

Should the Washington State Legislature and/or the United States Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exist at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

ARTICLE 31 – EMPLOYEE RIGHTS

A. General Procedures

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to any interview where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with a union representative. If after the complainant is interviewed regarding an action or inaction of an employee and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington State law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
3. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the collective bargaining agreement, and departmental rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the employee may be the focus of an internal investigation, the employee shall be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Kennewick Police Department. You are hereby ordered to answer the questions that are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

6. The employee under investigation or the employer shall not be subject to offensive language or threatened with punitive action. The employer shall not require the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent, or lawful order.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information that is developed during the course of the interview.
8. If the department tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If an interviewed employee is subsequently charged and any part of the recording is transcribed by the employer, the employee shall be given a complimentary copy thereof.
9. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed 30 days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.
10. Upon completion, the employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five calendar days of the employee returning to work.

B. When the investigation results in departmental charges being filed.

1. After the investigation is complete, the employee will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any psychological or alcohol/substance abuse evaluation reports resulting from required examinations as part of the investigation unless the employer determines that the release of this information would be detrimental to the employee's mental condition. This would then be available only by lawful order. The employee will also be furnished with the names of all witnesses and complainants who will appear against him/her. This obligation shall continue after charges have been filed against the employee.

C. Criminal Investigations.

1. This article shall not apply to criminal investigations conducted by the department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; and (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

D. Polygraph Tests.

1. The employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Upon request of the employee, he or she may be afforded the opportunity to take a polygraph, jointly approved by the department and the officer.

E. Use of Force Situations.

1. Employees involved in the use of force shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than three (3) hours.

F. Personnel Records.

1. Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement, such as a "last chance" or "return to work" agreement, is in effect, or if the disciplinary document states it shall be a permanent part of the employee's file.

ARTICLE 32 – CANINE

Section 32.1. On-Duty Days. K-9 Officers shall be allowed to leave work one hour, with pay, for the purpose of care and maintenance of the canine. If the K-9 Officer is specifically requested to work during their care and maintenance leave time, by the Sergeant or OIC, the City shall compensate the employee at the overtime rate for that hour.

Section 32.2. Off-Duty Days. It is agreed that on the average, a K-9 Officer spends approximately thirty (30) minutes per day in compensable off-duty time for the duty-related care and maintenance of a dog, on days not covered under Section 32.1 above.

Section 32.3. Additional Time. Any time spent beyond that specifically authorized in Sections 32.1 and 32.2 is understood to stem from the K-9 handlers personal devotion to the dogs, and is therefore not predominantly for the benefit of the City of Kennewick and therefore does not constitute "work" within the FLSA meaning.

Section 32.4. FLSA. A K-9 Officer's compensable off-duty time spent in the care and maintenance of a K-9 shall not be subject to the eight (8) hour per day nor the eighty-six (86) hour per fourteen (14) day work period thresholds. Such off-duty time shall be subject to the one-hundred seventy-one (171) hour threshold during the Officer's twenty-eight (28) day work period.

Section 32.5. Hourly Rate. The K-9 Officer's hourly rate of pay for off-duty care and maintenance of their dogs shall be equal to thirty-five percent (35%) of the officer's regular rate of pay.

Section 32.6. Serious Illness or Injury. In the event a K-9 is ill or injured, requiring multiple visits to the veterinarian and/or extended home care by the K-9 Officer, the K-9 Officer shall be paid for actual hours off duty caring for the dog, at the hourly rate set forth in Section 32.5. The K-9 Officer must notify his/her Sergeant of any such occurrence and turn in a daily time slip for the extra time.

Section 32.7. Kennel Time. In the event a canine is kenneled or hospitalized, the K-9 Officer shall not receive compensation as specified in Section 32.2, nor shall the K-9 Officer fall under the conditions of Section 32.1, during the time of the kenneling or hospitalization.

Section 32.8. Pre-Approved Expenses. All pre-approved expenses for the care and maintenance of the canine will be reimbursed by the department

Section 32.9. Removal From Service. The City reserves the right to permanently remove a dog from service. At such time, the City shall no longer be responsible for expenses associated with the dog or any payments under this article.

Section 32.10. Assignment of K-9 Handler. A K-9 handler may be removed from the position of K-9 handler for cause. When a canine is retired from service, the K-9 handler may re-apply for a K-9 position through the normal selection process as provided in the current contract; however, the handler is not guaranteed continuation in a K-9 position.

ARTICLE 33 – TAKE HOME VEHICLES

| K-9, SWAT, Metro, and Motorcycles will be the only city vehicles to be considered as “take home” vehicles.

DATED AT KENNEWICK, WASHINGTON, this _____ day of _____, 2020.

KPOBA PRESIDENT

MAYOR

KPOBA SECRETARY

CITY MANAGER

ATTEST:

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	02/18/2020
Agenda Item Type	Ordinance		
Subject	COZ 19-09 (Ben Kruse)		
Ordinance/Reso #	5856	Contract #	
Project #	COZ 19-09	Permit #	PLN-2019-03612
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 19-09.

Motion for Consideration

I move to adopt Ordinance 5856.

Summary

Ben Kruse has applied to change the zoning of 82 acres from Residential, Low (RL) 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 parcels are located at 5800 W. 28th Ave. and 2175 S. Sherman St. The adjacent properties are zoned Residential, Medium Density (RM).

The Planning Commission held a public hearing to review the proposal on February 3, 2020. At the hearing, staff presented an overview of the staff report. No other parties spoke on the proposal. The Planning Commission voted 6 to 0 to recommend approval of COZ 19-09 to City Council.

Alternatives

None recommended.

Fiscal Impact

None at this time.

Through

Anthony Muai
Feb 11, 16:54:59 GMT-0800 2020

Dept Head Approval

Gregory McCormick
Feb 12, 08:21:43 GMT-0800 2020

City Mgr Approval

Marie Mosley
Feb 14, 13:31:12 GMT-0800 2020

Attachments:

Presentation
PC Minutes
Ordinance
Staff Report

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5856

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 5800 W 28TH AVENUE AND 2175 S SHERMAN STREET FROM RESIDENTIAL, LOW TO RESIDENTIAL, MEDIUM (COZ 19-09, KRUSE)

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

Section 1. Ordinance No. 5856, 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, Low to Residential, Medium for the real property described as follows:

Area A

That parcel of land being Tract C and Tract D of Southridge Estates 1 and 2, according to the plat thereof, recorded under Volume 15 of Plats at Page 611, Records of Benton County, Washington and a portion of Lot 2 of that certain Short Plat, recorded under Volume 1 of Short Plats at Page 2221, records of Benton County, Washington and being in a portion of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, described as follows;

Beginning at the Southeast corner of said Lot 2;

Thence South 88°48'01" West along the South line of said Lot 2 and the Northerly Right-of-Way line of Ridgeline Drive, 759.84 feet to the TRUE POINT OF BEGINNING;

Thence Continuing South 88°48'01" West along said South line, 247.12 feet to the Southwest corner of said Lot 2;

Thence North 00°41'52" West along the Westerly line of said Lot 2, 155.88 feet;

Thence North 00°41'52" West along the Westerly line of said Lot 2, 860.38 feet:

Thence North 81°42'05" West along said Lot 2, 328.56 feet;

Thence North 00°41'52" West along said Lot 2, 247.84 feet to the Southerly Right-of-Way line of W. Hildebrand Blvd.

Thence North 88°25'58" East along said Right-of-Way line 3.95 feet;

Thence along said Right-of-Way line, along the arc of a 465.00 foot radius tangent curve to the right, the long chord of which bears South 74°02'58" East for a chord distance of 297.97 feet through a central angle of 35°02'07" for an arc distance of 284.34 feet;

Thence along said Right-of-Way line, along the arc of a 1235.00 foot radius reverse curve to the left, the long chord of which bears South 70°19'59" East for a chord distance of 589.23 feet through a central angle of 27°36'09" for an arc distance of 594.97 feet to the Westerly line of said Southridge Estates Phase 1 and 2;

Thence South 13°07'21" West, along the said Westerly line 1058.78 feet to the TRUE POINT OF BEGINNING;

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Area B

That parcel of land located in a portion of the Northeast Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington;

Beginning at the Northeast corner of said Northeast Quarter;

Thence South 00°46'02" East along the West line of said Northwest Quarter, 678.69 feet to the Northerly line of the South half of the Northeast Quarter of said Northeast Quarter and being the TRUE POINT OF BEGINNING;

Thence South 88°14'35" West along the North Line of said South half, 1329.40 feet to the East line of the Northwest Quarter of said Northeast Quarter;

Thence North 00°41'52" West along the East line of said Northwest Quarter, 674.30 feet to the North line of said Northwest Quarter;

Thence South 88°03'10" West along the North line of said Northwest Quarter, 1298.66 feet to a point 30.00 feet from when measured at right angle to, the West line of said Northwest Quarter;

Thence South 00°37'51" East, parallel to and 30.00 feet from when measured at right angles to the West line of said Northwest Quarter, 939.42 feet to the Northerly Right-of-Way line of W Hildebrand Blvd.;

Thence along the Northerly Right-of-Way line of W Hildebrand Blvd the following courses;

Thence North 89°22'03" East, 8.99 feet;

Thence along the arc of a 275.50 foot radius non-tangent curve to the left, the long chord of which bears South 11°40'31" East for a chord distance of 84.03 feet through a central angle of 17°32'39" for an arc distance of 84.36 feet;

Thence along the arc of a 125.50 foot radius non-tangent curve to the left, the long chord of which bears South 28°53'23" East for a chord distance of 36.85 feet

through a central angle of $16^{\circ}53'04''$ for an arc distance of 36.98 feet;

Thence along the arc of a 975.50 foot radius compounding curve to the left, the long chord of which bears South $39^{\circ}11'57''$ East for a chord distance of 63.58 feet through a central angle of $03^{\circ}44'06''$ for an arc distance of 63.59 feet;

Thence along the arc of a 25.50 foot radius reverse curve to the left, the long chord of which bears South $49^{\circ}16'57''$ East for a chord distance of 7.29 feet through a central angle of $16^{\circ}26'10''$ for an arc distance of 7.32 feet;

Thence along the arc of a 75.50 foot radius compounding curve to the left, the long chord of which bears South $71^{\circ}27'49''$ East for a chord distance of 36.44 feet through a central angle of $27^{\circ}55'46''$ for an arc distance of 36.80 feet;

Thence along the arc of a 324.50 foot radius reverse curve to the right, the long chord of which bears South $82^{\circ}08'23''$ East for a chord distance of 37.23 feet through a central angle of $06^{\circ}34'38''$ for an arc distance of 37.25 feet;

Thence South $11^{\circ}08'57''$ West, 7.50 feet;

Thence along the arc of a 535.00 foot radius non-tangent curve to the right, the long chord of which bears South $66^{\circ}07'10''$ East for a chord distance of 138.04 feet through a central angle of $14^{\circ}49'29''$ for an arc distance of 138.43 feet;

Thence along the arc of a 465.00 foot radius reverse curve to the left, the long chord of which bears South $75^{\circ}08'13''$ East for a chord distance of 263.04 feet through a central angle of $32^{\circ}51'36''$ for an arc distance of 266.68 feet;

Thence North $88^{\circ}25'58''$ East, 763.47 feet to the East line of the Northwest Quarter of said Northeast Quarter;

Thence leaving said Northerly Right-of-Way line, South $00^{\circ}41'52''$ East along the East line of said Northwest Quarter, 35.01 feet to the centerline of said W. Hildebrand Blvd.;

Thence North $88^{\circ}25'58''$ East along said centerline, 3.42 feet;

Thence along said centerline, along the arc of a 500.00 foot radius tangent curve to the right, the long chord of which bears South $74^{\circ}02'58''$ East for a chord distance of 301.00 feet, through a central angle of $35^{\circ}02'07''$ for an arc distance of 305.74 feet;

Thence along said centerline, along the arc of a 1200.00 foot radius reverse curve to the left, the long chord of which bears South $72^{\circ}18'03''$ East for a chord distance of 652.22 feet through a central angle of $31^{\circ}32'16''$ for an arc distance of 660.53 feet;

Thence South $88^{\circ}04'11''$ East along said centerline, 275.33 feet;

Thence along said centerline, along the arc of a 2000.00 foot radius tangent curve to the left, the long chord of which bears South $89^{\circ}40'54''$ East for a chord distance of 112.53

feet through a central angle of $03^{\circ}13'27''$ for an arc distance of 112.55 feet;

Thence North $88^{\circ}42'22''$ East along said centerline, 32.07 feet to the East line of the Southeast Quarter of said Northeast Quarter;

Thence North $00^{\circ}45'38''$ West along the East line of said Southeast Quarter, 291.49 feet to the Northeast corner thereof;

Thence North $00^{\circ}46'02''$ West along the East line of the Northeast Quarter of said Northeast Quarter, 678.69 feet to the TRUE POINT OF BEGINNING;

Also the following described parcel; 1-1789-100-0002-000

That parcel of land located in the Northwest Quarter of the Northeast Quarter of said Section 17, lying southerly of W Hildebrand Blvd. and Easterly of S Sherman St. described as follows;

Beginning at the Southeast corner of said Northwest Quarter;

Thence South $88^{\circ}25'58''$ West along the South line of said Northwest Quarter, 762.40 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $88^{\circ}25'58''$ West along the South line of said Northwest Quarter, 528.67 feet;

Thence North $00^{\circ}37'33''$ West, 1.63 feet;

Thence along the arc of a 75.50 foot radius non-tangent curve to the right, the long chord of which bears North $20^{\circ}33'19''$ West, for a chord distance of 26.40 feet through a central angle of $20^{\circ}08'10''$ for an arc distance of 26.53 feet to a point 30.00 feet from when measured at right angles to the West line of said Northwest Quarter;

Thence North $00^{\circ}37'51''$ West, parallel from and 30.00 feet from when measured at right angles to the West line of said Northwest Quarter, 25.85 feet;

Thence along the arc of a 75.50 foot radius non-tangent curve to the right, the long chord of which bears North $22^{\circ}08'33''$ East for a chord distance of 33.75 feet through a central angle of $25^{\circ}50'04''$ for an arc distance of 34.04 feet;

Thence along the arc of a 30.50 foot radius compounding curve to the right, the long chord of which bears North $51^{\circ}22'29''$ East for a chord distance of 17.14 feet through a central angle of $32^{\circ}37'53''$ for an arc distance of 17.37 feet;

Thence along the arc of a 275.50 foot radius non-tangent curve to the right, the long chord of which bears North $80^{\circ}53'03''$ East for a chord distance of 125.76 feet, through a central angle of $26^{\circ}23'16''$ for an arc distance of 126.88 feet;

Thence North $10^{\circ}53'00''$ East, 13.22 feet;

Thence along the arc of a 208.00 foot radius non-tangent curve to the right, the long chord of which bears South 71°44'01" East for a chord distance of 53.46 feet through a central angle of 14°45'58" for an arc distance of 53.61 feet;

Thence along the arc of a 461.00 foot radius compounding curve to the right, the long chord of which bears South 61°31'44" East for a chord distance of 45.39 feet, through a central angle of 05°38'36" for an arc distance of 45.41 feet;

Thence North 31°17'34" East, 4.00 feet;

Thence along the arc of a 535.00 foot radius non-tangent curve to the left, the long chord of which bears South 75°08'14" East for a chord distance of 302.64 feet through a central angle of 32°51'36" for an arc distance of 306.83 feet to the TRUE POINT OF BEGINNING;

Also the following described parcel; 1-1789-101-2221-006

That parcel of land being a portion of Lot 2 of that certain Short Plat, recorded under Volume 1 of Short Plats at Page 2221, records of Benton County, Washington and being in a portion of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, described as follows;

Beginning at the Southeast corner of said Lot 2;

Thence South 88°48'01" West along the South line of said Lot 2 and the Northerly Right-of-Way line of Ridgeline Drive, 759.84 feet to the TRUE POINT OF BEGINNING;

Thence Continuing South 88°48'01" West along said South line, 247.12 feet to the Southwest corner of said Lot 2;

Thence North 00°41'52" West along the Westerly line of said Lot 2, 155.88 feet to a point to be hereinafter referred to as Point "A";

Thence North 11°32'45" East, 788.19 feet;

Thence North 74°13'19" West, 2.33 feet;

Thence along the arc of a 194.00 foot radius tangent curve to the right, the long chord of which bears North 67°35'33" West for a chord distance of 44.80 feet through a central angle of 13°15'34" for an arc distance of 44.90 feet;

Thence North 63°34'19" East, 7.01 feet;

Thence South 78°30'44" East, 145.23 feet;

Thence South 76°39'41" East, 194.32 feet;

Thence South 13°07'21" West, 893.33 feet to the TRUE POINT OF BEGINNING;

Also including a portion of said Lot 2, described as follows;

Beginning at aforesaid Point "A"

Thence North 00°41'52" West along the West line of said Lot 2, 860.38 feet to the TRUE POINT OF BEGINNING;

Thence North 81°42'05" West along said Lot 2, 328.56 feet;

Thence North 00°41'52" West along said Lot 2, 249.84 feet to the Southerly Right-of-Way line of W. Hildebrand Blvd.

Thence North 88°25'58" E along said Right-of-Way line, 3.95 feet;

Thence along said Right-of-Way line, along the arc of a 465.00 foot radius tangent curve to the right, the long chord of which bears South 74°02'58" East for a chord distance of 279.93 feet through a central angle of 35°02'07" for an arc distance of 284.34 feet;

Thence along said Right-of-Way line, along the arc of a 1235.00 foot radius reverse curve to the left, the long chord of which bears South 70°19'59" East for a chord distance of 589.23 feet through a central angle of 27°36'09" for an arc distance of 594.97 feet;

Thence South 13°07'21" West, 150.44 feet;

Thence North 76°39'41" West, 194.51 feet;

Thence North 78°30'44" West, 150.63 feet;

Thence South 63°34'19" West, 21.50 feet;

Thence along the arc of a 194.00 foot radius non-tangent curve to the right, the long chord of which bears North 51°05'23" West for a chord distance of 31.47 feet through a central angle of 09°18'11" for an arc distance of 31.50 feet;

Thence along the arc of a 156.00 foot radius reverse curve to the left, the long chord of which bears North 64°04'53" West, for a chord distance of 94.56 feet through a central angle of 35°17'11" for an arc distance of 96.07 feet to the TRUE POINT OF BEGINNING;

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Area C

That parcel of land located in a portion of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 16, Township 8 North, Range 29

East, Willamette Meridian, Benton County, Washington;

Beginning at the Northwest corner of said Southwest Quarter of the Northwest Quarter, point being marking by a Brass Cap;

Thence North 00°46'02" West along the West line of said Northwest Quarter of the Northwest Quarter, 62.56 feet;

Thence North 89°14'07" East, 114.95 feet;

Thence South 00°45'53" East, 37.61 feet;

Thence North 89°14'07" East, 40.00 feet;

Thence North 88°42'22" East, 227.73 feet;

Thence North 87°59'07" East, 22.83 feet;

Thence North 84°48'09" East, 10.01 feet;

Thence North 82°49'22" East, 98.96 feet;

Thence North 76°44'28" East, 100.03 feet;

Thence North 71°02'49" East, 108.89 feet;

Thence North 61°42'57" East, 90.25 feet;

Thence North 57°32'18" East, 28.43 feet;

Thence South 31°44'34" East, 116.46 feet;

Thence South 80°02'58" East, 58.72 feet;

Thence South 34°12'23" East, 164.11 feet to the centerline of Hildebrand Blvd.;

Thence along the centerline of Hildebrand Blvd., along the arc of a 1185.00 foot radius non-tangent curve to the right, the long chord of which bears South 72°26'25" West for a chord distance of 663.83 feet, through a central angle of 32°31'54" for an arc distance of 672.83 feet;

Thence South 88°42'22" West along said Southerly line, 391.76 feet to the West line of said Southwest Quarter of the Northwest Quarter;

Thence North 00°45'38" West, along the West line of said Southwest Quarter of the Northwest Quarter, 291.49 feet to the POINT OF BEGINNING;

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 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5856 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of February, 2020.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY COUNCIL

CHANGE of ZONE

COZ 19-09

February 18, 2020





Application Summary

Applicant: Ben Kruse

Owner: Kirk and Donna Mader

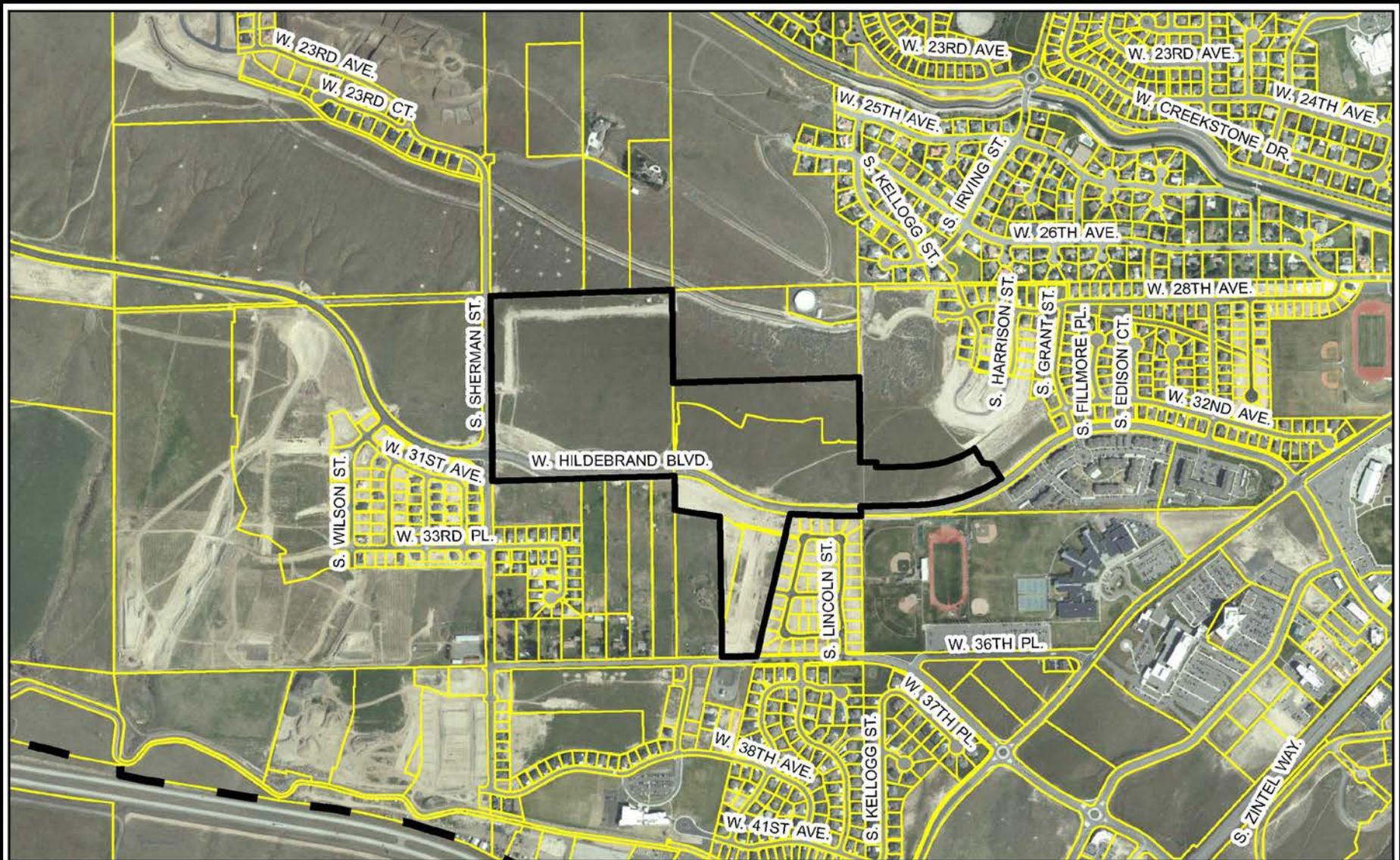
Proposal: Rezone 82 acres from Residential, Low (RL) to Residential, Medium (RM)

Comprehensive Plan Designation: Medium Density Residential

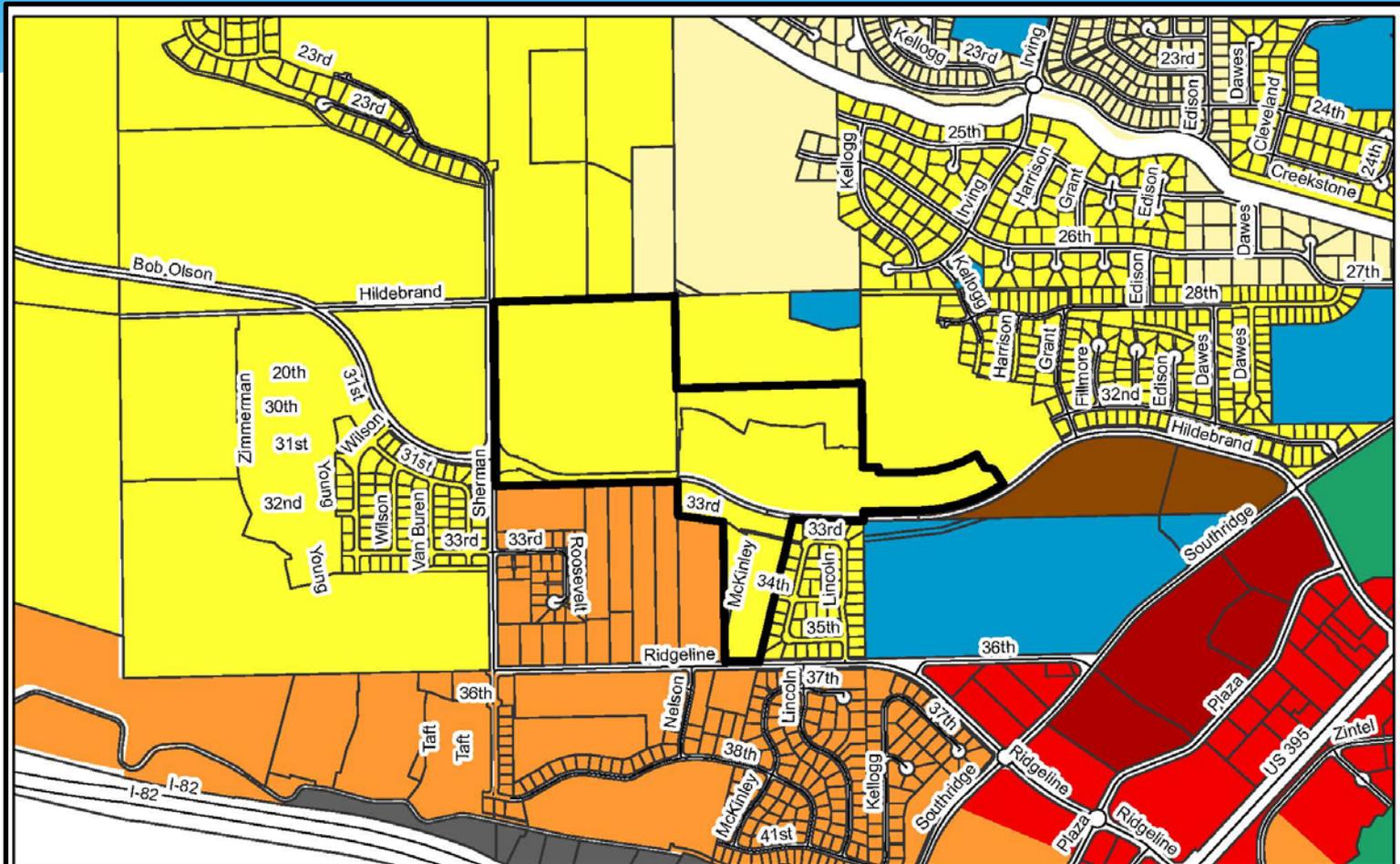
Location: 5800 W. 28th Ave., 2175 S. Sherman St.

Property Size: 82 acres

Vicinity Map



Zoning Map



COZ 19-09/PLN-2019-03612 Ben Kruse

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



Property History

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

Permitted Uses

The RL zone allows for single-family residences only.

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 concurs with the findings and conclusions contained in staff report COZ 19-09 and recommends APPROVAL to City Council.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE NO: COZ 19-09/PLN-2019-03612

Report Date:	January 24, 2020
Hearing Date & Location:	February 3, 2020, Kennewick City Hall
Report Prepared By:	Anthony Muai, AICP Planning Manager
Report Reviewed By:	Gregory McCormick, AICP Planning Director
Summary Recommendation:	The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-09 be APPROVED.
Summary of Proposal:	A Change of Zone from Residential, Low (RL) to Residential, Medium (RM) for approximately 54 acres in size.
Proposal Location:	5800 W. 28th Ave. and 2175 S. Sherman St.
Legal Description:	Parcel No. 1-1689-200-0002-011, 1-1789-100-0001-005, 1-1789-100-0002-000, 1-1789-101-2221-006

Area A

That parcel of land being Tract C and Tract D of Southridge Estates 1 and 2, according to the plat thereof, recorded under Volume 15 of Plats at Page 611, Records of Benton County, Washington and a portion of Lot 2 of that certain Short Plat, recorded under Volume 1 of Short Plats at Page 2221, records of Benton County, Washington and being in a portion of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, described as follows;

Beginning at the Southeast corner of said Lot 2;

Thence South 88°48'01" West along the South line of said Lot 2 and the Northerly Right-of-Way line of Ridgeline Drive, 759.84 feet to the TRUE POINT OF BEGINNING;

Thence Continuing South 88°48'01" West along said South line, 247.12 feet to the Southwest corner of said Lot 2;

Thence North 00°41'52" West along the Westerly line of said Lot 2, 155.88 feet;

Thence North 00°41'52" West along the Westerly line of said Lot 2, 860.38 feet:

Thence North 81°42'05" West along said Lot 2, 328.56 feet;

Thence North 00°41'52" West along said Lot 2, 247.84 feet to the Southerly Right-of-Way line of W. Hildebrand Blvd.

Thence North 88°25'58" East along said Right-of-Way line 3.95 feet;

Thence along said Right-of-Way line, along the arc of a 465.00 foot radius tangent curve to the right, the long chord of which bears South 74°02'58" East for a chord distance of 297.97 feet through a central angle of 35°02'07" for an arc distance of 284.34 feet;

Thence along said Right-of-Way line, along the arc of a 1235.00 foot radius reverse curve to the left, the long chord of which bears South 70°19'59" East for a chord distance of 589.23 feet through a central angle of 27°36'09" for an arc distance of 594.97 feet to the Westerly line of said Southridge Estates Phase 1 and 2;

Thence South 13°07'21" West, along the said Westerly line 1058.78 feet to the TRUE POINT OF BEGINNING;

Containing 9.56 acres more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Area B

That parcel of land located in a portion of the Northeast Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington;

Beginning at the Northeast corner of said Northeast Quarter;

Thence South 00°46'02" East along the West line of said Northwest Quarter, 678.69 feet to the Northerly line of the South half of the Northeast Quarter of said Northeast Quarter and being the TRUE POINT OF BEGINNING;

Thence South 88°14'35" West along the North Line of said South half, 1329.40 feet to the East line of the Northwest Quarter of said Northeast Quarter;

Thence North $00^{\circ}41'52''$ West along the East line of said Northwest Quarter, 674.30 feet to the North line of said Northwest Quarter;

Thence South $88^{\circ}03'10''$ West along the North line of said Northwest Quarter, 1298.66 feet to a point 30.00 feet from when measured at right angle to, the West line of said Northwest Quarter;

Thence South $00^{\circ}37'51''$ East, parallel to and 30.00 feet from when measured at right angles to the West line of said Northwest Quarter, 939.42 feet to the Northerly Right-of-Way line of W Hildebrand Blvd.;

Thence along the Northerly Right-of-Way line of W Hildebrand Blvd the following courses;

Thence North $89^{\circ}22'03''$ East, 8.99 feet;

Thence along the arc of a 275.50 foot radius non-tangent curve to the left, the long chord of which bears South $11^{\circ}40'31''$ East for a chord distance of 84.03 feet through a central angle of $17^{\circ}32'39''$ for an arc distance of 84.36 feet;

Thence along the arc of a 125.50 foot radius non-tangent curve to the left, the long chord of which bears South $28^{\circ}53'23''$ East for a chord distance of 36.85 feet through a central angle of $16^{\circ}53'04''$ for an arc distance of 36.98 feet;

Thence along the arc of a 975.50 foot radius compounding curve to the left, the long chord of which bears South $39^{\circ}11'57''$ East for a chord distance of 63.58 feet through a central angle of $03^{\circ}44'06''$ for an arc distance of 63.59 feet;

Thence along the arc of a 25.50 foot radius reverse curve to the left, the long chord of which bears South $49^{\circ}16'57''$ East for a chord distance of 7.29 feet through a central angle of $16^{\circ}26'10''$ for an arc distance of 7.32 feet;

Thence along the arc of a 75.50 foot radius compounding curve to the left, the long chord of which bears South $71^{\circ}27'49''$ East for a chord distance of 36.44 feet through a central angle of $27^{\circ}55'46''$ for an arc distance of 36.80 feet;

Thence along the arc of a 324.50 foot radius reverse curve to the right, the long chord of which bears South $82^{\circ}08'23''$ East for a chord distance of 37.23 feet through a central angle of $06^{\circ}34'38''$ for an arc distance of 37.25 feet;

Thence South $11^{\circ}08'57''$ West, 7.50 feet;

Thence along the arc of a 535.00 foot radius non-tangent curve to the right, the long chord of which bears South 66°07'10" East for a chord distance of 138.04 feet through a central angle of 14°49'29" for an arc distance of 138.43 feet;

Thence along the arc of a 465.00 foot radius reverse curve to the left, the long chord of which bears South 75°08'13" East for a chord distance of 263.04 feet through a central angle of 32°51'36" for an arc distance of 266.68 feet;

Thence North 88°25'58" East, 763.47 feet to the East line of the Northwest Quarter of said Northeast Quarter;

Thence leaving said Northerly Right-of-Way line, South 00°41'52" East along the East line of said Northwest Quarter, 35.01 feet to the centerline of said W. Hildebrand Blvd.;

Thence North 88°25'58" East along said centerline, 3.42 feet;

Thence along said centerline, along the arc of a 500.00 foot radius tangent curve to the right, the long chord of which bears South 74°02'58" East for a chord distance of 301.00 feet, through a central angle of 35°02'07" for an arc distance of 305.74 feet;

Thence along said centerline, along the arc of a 1200.00 foot radius reverse curve to the left, the long chord of which bears South 72°18'03" East for a chord distance of 652.22 feet through a central angle of 31°32'16" for an arc distance of 660.53 feet;

Thence South 88°04'11" East along said centerline, 275.33 feet;

Thence along said centerline, along the arc of a 2000.00 foot radius tangent curve to the left, the long chord of which bears South 89°40'54" East for a chord distance of 112.53 feet through a central angle of 03°13'27" for an arc distance of 112.55 feet;

Thence North 88°42'22" East along said centerline, 32.07 feet to the East line of the Southeast Quarter of said Northeast Quarter;

Thence North 00°45'38" West along the East line of said Southeast Quarter, 291.49 feet to the Northeast corner thereof;

Thence North 00°46'02" West along the East line of the Northeast Quarter of said Northeast Quarter, 678.69 feet to the TRUE POINT OF BEGINNING;

Also the following described parcel; 1-1789-100-0002-000

That parcel of land located in the Northwest Quarter of the Northeast Quarter of said Section 17, lying southerly of W Hildebrand Blvd. and Easterly of S Sherman St. described as follows;

Beginning at the Southeast corner of said Northwest Quarter;

Thence South $88^{\circ}25'58''$ West along the South line of said Northwest Quarter, 762.40 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $88^{\circ}25'58''$ West along the South line of said Northwest Quarter, 528.67 feet;

Thence North $00^{\circ}37'33''$ West, 1.63 feet;

Thence along the arc of a 75.50 foot radius non-tangent curve to the right, the long chord of which bears North $20^{\circ}33'19''$ West, for a chord distance of 26.40 feet through a central angle of $20^{\circ}08'10''$ for an arc distance of 26.53 feet to a point 30.00 feet from when measured at right angles to the West line of said Northwest Quarter;

Thence North $00^{\circ}37'51''$ West, parallel from and 30.00 feet from when measured at right angles to the West line of said Northwest Quarter, 25.85 feet;

Thence along the arc of a 75.50 foot radius non-tangent curve to the right, the long chord of which bears North $22^{\circ}08'33''$ East for a chord distance of 33.75 feet through a central angle of $25^{\circ}50'04''$ for an arc distance of 34.04 feet;

Thence along the arc of a 30.50 foot radius compounding curve to the right, the long chord of which bears North $51^{\circ}22'29''$ East for a chord distance of 17.14 feet through a central angle of $32^{\circ}37'53''$ for an arc distance of 17.37 feet;

Thence along the arc of a 275.50 foot radius non-tangent curve to the right, the long chord of which bears North $80^{\circ}53'03''$ East for a chord distance of 125.76 feet, through a central angle of $26^{\circ}23'16''$ for an arc distance of 126.88 feet;

Thence North $10^{\circ}53'00''$ East, 13.22 feet;

Thence along the arc of a 208.00 foot radius non-tangent curve to the right, the long chord of which bears South $71^{\circ}44'01''$ East for a chord distance of 53.46 feet through a central angle of $14^{\circ}45'58''$ for an arc distance of 53.61 feet;

Thence along the arc of a 461.00 foot radius compounding curve to the right, the long chord of which bears South $61^{\circ}31'44''$ East for a

chord distance of 45.39 feet, through a central angle of 05°38'36"
for an arc distance of 45.41 feet;

Thence North 31°17'34" East, 4.00 feet;

Thence along the arc of a 535.00 foot radius non-tangent curve to
the left, the long chord of which bears South 75°08'14" East for a
chord distance of 302.64 feet through a central angle of 32°51'36"
for an arc distance of 306.83 feet to the TRUE POINT OF
BEGINNING;

Also the following described parcel; 1-1789-101-2221-006

That parcel of land being a portion of Lot 2 of that certain Short Plat,
recorded under Volume 1 of Short Plats at Page 2221, records of
Benton County, Washington and being in a portion of the Southeast
Quarter of the Northeast Quarter of Section 17, Township 8 North,
Range 29 East, Willamette Meridian, Benton County, Washington,
described as follows;

Beginning at the Southeast corner of said Lot 2;

Thence South 88°48'01" West along the South line of said Lot 2 and
the Northerly Right-of-Way line of Ridgeline Drive, 759.84 feet to
the TRUE POINT OF BEGINNING;

Thence Continuing South 88°48'01" West along said South line,
247.12 feet to the Southwest corner of said Lot 2;

Thence North 00°41'52" West along the Westerly line of said Lot 2,
155.88 feet to a point to be hereinafter referred to as Point "A";

Thence North 11°32'45" East, 788.19 feet;

Thence North 74°13'19" West, 2.33 feet;

Thence along the arc of a 194.00 foot radius tangent curve to the
right, the long chord of which bears North 67°35'33" West for a
chord distance of 44.80 feet through a central angle of 13°15'34"
for an arc distance of 44.90 feet;

Thence North 63°34'19" East, 7.01 feet;

Thence South 78°30'44" East, 145.23 feet;

Thence South 76°39'41" East, 194.32 feet;

Thence South 13°07'21" West, 893.33 feet to the TRUE POINT OF
BEGINNING;

Also including a portion of said Lot 2, described as follows;

Beginning at aforesaid Point "A"

Thence North 00°41'52" West along the West line of said Lot 2, 860.38 feet to the TRUE POINT OF BEGINNING;

Thence North 81°42'05" West along said Lot 2, 328.56 feet;

Thence North 00°41'52" West along said Lot 2, 249.84 feet to the Southerly Right-of-Way line of W. Hildebrand Blvd.

Thence North 88°25'58" E along said Right-of-Way line, 3.95 feet;

Thence along said Right-of-Way line, along the arc of a 465.00 foot radius tangent curve to the right, the long chord of which bears South 74°02'58" East for a chord distance of 279.93 feet through a central angle of 35°02'07" for an arc distance of 284.34 feet;

Thence along said Right-of-Way line, along the arc of a 1235.00 foot radius reverse curve to the left, the long chord of which bears South 70°19'59" East for a chord distance of 589.23 feet through a central angle of 27°36'09" for an arc distance of 594.97 feet;

Thence South 13°07'21" West, 150.44 feet;

Thence North 76°39'41" West, 194.51 feet;'

Thence North 78°30'44" West, 150.63 feet;

Thence South 63°34'19" West, 21.50 feet;

Thence along the arc of a 194.00 foot radius non-tangent curve to the right, the long chord of which bears North 51°05'23" West for a chord distance of 31.47 feet through a central angle of 09°18'11" for an arc distance of 31.50 feet;

Thence along the arc of a 156.00 foot radius reverse curve to the left, the long chord of which bears North 64°04'53" West, for a chord distance of 94.56 feet through a central angle of 35°17'11" for an arc distance of 96.07 feet to the TRUE POINT OF BEGINNING;

Containing 73.29 acres more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Area C

That parcel of land located in a portion of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 16, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington;

Beginning at the Northwest corner of said Southwest Quarter of the Northwest Quarter, point being marking by a Brass Cap;

Thence North $00^{\circ}46'02''$ West along the West line of said Northwest Quarter of the Northwest Quarter, 62.56 feet;

Thence North $89^{\circ}14'07''$ East, 114.95 feet;

Thence South $00^{\circ}45'53''$ East, 37.61 feet;

Thence North $89^{\circ}14'07''$ East, 40.00 feet;

Thence North $88^{\circ}42'22''$ East, 227.73 feet;

Thence North $87^{\circ}59'07''$ East, 22.83 feet;

Thence North $84^{\circ}48'09''$ East, 10.01 feet;

Thence North $82^{\circ}49'22''$ East, 98.96 feet;

Thence North $76^{\circ}44'28''$ East, 100.03 feet;

Thence North $71^{\circ}02'49''$ East, 108.89 feet;

Thence North $61^{\circ}42'57''$ East, 90.25 feet;

Thence North $57^{\circ}32'18''$ East, 28.43 feet;

Thence South $31^{\circ}44'34''$ East, 116.46 feet;

Thence South $80^{\circ}02'58''$ East, 58.72 feet;

Thence South $34^{\circ}12'23''$ East, 164.11 feet to the centerline of Hildebrand Blvd.;

Thence along the centerline of Hildebrand Blvd., along the arc of a 1185.00 foot radius non-tangent curve to the right, the long chord of which bears South $72^{\circ}26'25''$ West for a chord distance of 663.83 feet, through a central angle of $32^{\circ}31'54''$ for an arc distance of 672.83 feet;

Thence South $88^{\circ}42'22''$ West along said Southerly line, 391.76 feet to the West line of said Southwest Quarter of the Northwest Quarter;

Thence North 00°45'38" West, along the West line of said Southwest Quarter of the Northwest Quarter, 291.49 feet to the POINT OF BEGINNING;

Containing 7.36 acres more or less.

Property Owners: Ben Kruse
8205 N. Division St.
Spokane, WA 99208

Applicant: Kirk and Madonna Mader
77226 Mader Rust Ln.
Echo, OR 97826

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:

Application Submittal	December 13, 2019
Determination of Completeness Issued	December 20, 2019
Notice of Application Posted	January 17, 2020
SEPA Determination (Adoption of DNS for CPA 19-04)	July 11, 2019
Date of Mailed Notice of Public Hearing	January 16, 2020
Property Posting Sign for Public Hearing	January 17, 2020
Date of Published Notice of Public Hearing	January 19, 2020

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-10
5. Affidavit of Mailing/Mailing List dated January 16, 2020
6. Kuklinski comments

The site is adjacent to the following zoning districts:

North: Residential, Low (RL); Residential Suburban (RS)
 East: Residential, Low (RL); Public Facility (PF)
 South: Residential, Low (RL); Residential, Medium (RM); Public Facility (PF)
 West: Residential, Low (RL) Residential, Medium (RM)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goal 3:	Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.
Residential Policy 3.3:	Residential Medium Density – Place areas that can support high-quality, compact, urban development with access to urban services, transit, and infrastructure, whether through new development or through infill.
Residential Goal 4:	Provide more housing opportunities near commercial, transit and employment.
Residential Policy 4.2:	Encourage residential development within commercial areas.

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.

2. *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 conforms to the comprehensive plan land. (Exhibit 2) The proposal implements goals and policies of the comprehensive plan, specifically Residential Goals 3 and 4 and Residential Policies 3.3 and 4.2.

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 RM zone implements the Comprehensive Plan’s Medium Density Residential 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.

Public Comments

One comment was received from Mr. Ronald Kuklinski expressing concerns of overcrowding and impacts to the road systems, particularly safety and access impacts due to increased traffic.

Agency Comments

The Bonneville Power Administration issued a letter stating that the proposed amendment will not directly impact its facilities. Additionally, Benton Public Utility District indicated that they had no comments.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 19-09) is a request to change approximately 54 acres located at 5800 W. 28th Ave. and 2175 S. Sherman St., from Residential, Low (RL) to Residential, Medium (RM). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-06) that changed the land use designation from Low Density Residential 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 rezone.

Findings:

1. The applicant is Ben Kruse, (8205 N. Division St., Spokane, WA 99208).
2. The property owner is Kirk and Madonna Mader (77226 Mader Rust Lane, Echo, OR 97826).
3. The proposed change of zone is for parcel number 1-1689-200-0002-011, 1-1789-100-0001-005, 1-1789-100-0002-000, 1-1789-101-2221-006 (5800 W. 28th Ave. and 2175 S. Sherman St.).
4. The request is to change the zoning from Residential, Low (RL) 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 December 13, 2019 and declared complete for processing on December 20, 2019.
8. The application was routed for review to City Departments and outside agencies for comment on December 20, 2019.
9. Access to the site is currently provided from Hildebrand Blvd. and S. Sherman 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 19-06/PLN-2019-01059 on July 11, 2019 was adopted for this proposal.
12. The Property Posting sign for the public hearing was posted on site January 17, 2020.
13. Notice of the public hearing for this application was published in the Tri-City Herald on January 19, 2020. Notices were mailed to property owners within 300 feet of the site on January 16, 2020.
14. The proposed amendment conforms to the comprehensive plan.

15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the 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 19-09 and recommend APPROVAL to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-09 and recommend APPROVAL to City Council approval of the request.

CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES

APPLICATION (general form)
PROJECT # ~~PP04-01~~ ⁰⁰²⁻¹⁹⁻⁰⁹ PLN-~~2019-03612~~ ⁰⁰²⁻¹⁹⁻⁰⁹ FEE \$ 1,063

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 Rezone

*CPA 19-06
PLN-2019-01059*

Environmental Determination PLN-~~PP04-01~~ Pre Application Meeting PLN-_____

ED 19-10 PLN-2019-03345

Applicant: Ben Kruse

Address: 8205 North Division, Spokane, WA 99208

Telephone: (509) 467-7400 Cell Phone: (509)999-9870 Fax: _____ E-mail krusenyu2@gmail.com

Property Owner (if other than applicant): Kirk D. and Madonna L. Mader

Address: 77226 Mader-Rust Land, Echo, OR 97826

Telephone: _____ Cell Phone: _____ E-mail _____

SITE INFORMATION

Parcel No. 116892000002011; 117891000001005; 11789100 Acres 54 +/- Zoning: RL

Address of property: 5800 W. 28th Avenue and 2175 S. Sherman Street

Number of Existing Parking Spaces N/A Number of Proposed (New) Parking Spaces N/A

Present use of property Vacant, with preliminary plat approval of Southridge and Southridge Estates.

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

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

Benton County Assessor Market Improvement Value: \$772,210; \$248,360; \$664,660; \$249,490; \$1,000

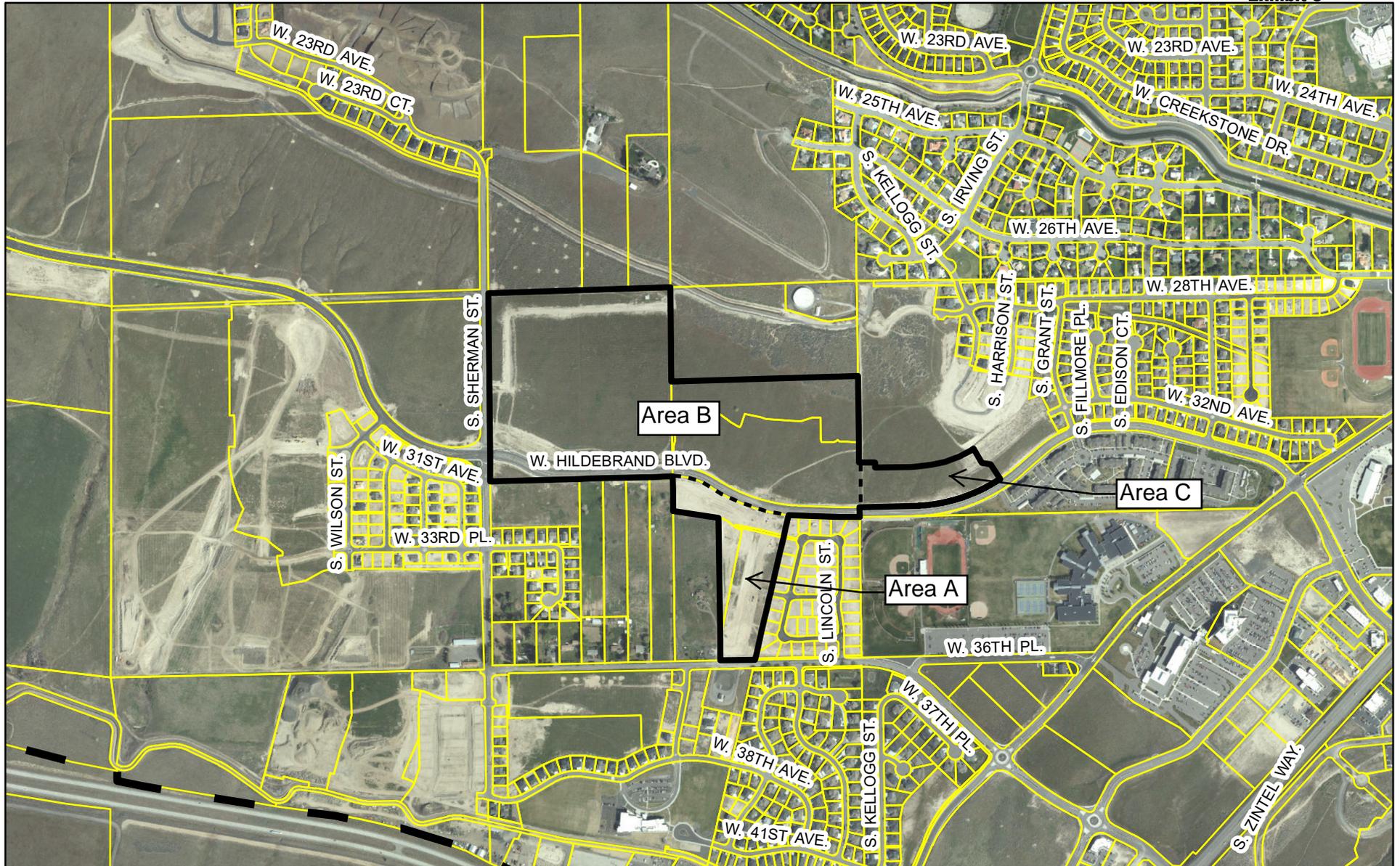
Description of Project: The request is to change the zoning of a phase of the Southridge development and the entirety of the Southridge Estates development from RL to RM.

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

Applicant's Signature

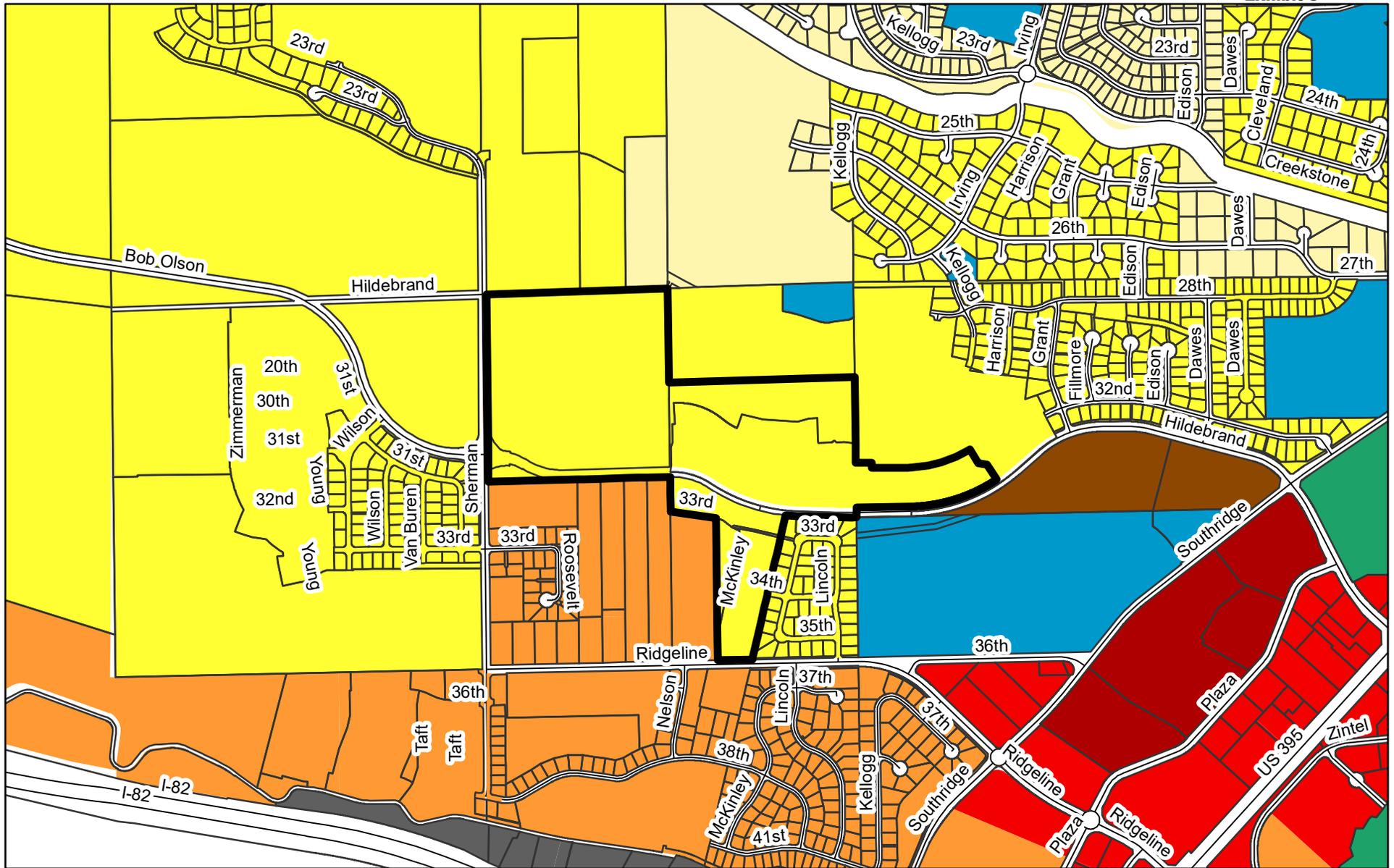
Signature of owner or owner's authorized representative

Date: December 11, 2019



COZ 19-09/PLN-2019-03612
Residential, Low (RL) to Residential, Medium (RM)
5800 W. 28th Ave. & 2175 S. Sherman St.





COZ 19-09/PLN-2019-03612 Ben Kruse

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





CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-01059, CPA 19-06

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

PROPONENT: Ben Kruse

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Generally north of W. Hildebrand and east of Sherman Street.

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.

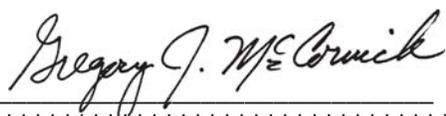
RESPONSIBLE OFFICIAL: Gregory McCormick, AICP
POSITION/TITLE: Community Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4463

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 Dicker, on 1/16, 2020

Mailed 108 copies of NOPH & map

for COZ 19-09

to Applicant Prop. Own. w/in 300'

as shown on the attached list.

COZ 19-09 / PLN-2019-03612
CPA 19-06 / PLN-2019-01059
5800 W 28TH AVE
RL TO RM
BEN KRUSE

Melinda Dicker

Signature

**KENNEWICK PLANNING
COMMISSION NOTICE OF PUBLIC
HEARING
FEBRUARY 3, 2020 6:30 p.m.**

The Kennewick Planning Commission will hold a Public Hearing on February 3, 2020, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed amendment to the Zoning Map. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

Proposal – COZ 19-09/PLN-2019-03612 – Proposes to change the zoning of approximately 54 acres from Residential, Low (RL) to Residential, Medium (RM). The site is located at 5800 W. 28th Ave and 2175 S. Sherman St.

Proponent – Ben Kruse

Comment Period – Written comments may be submitted via email to Anthony Muai at amuai@ci.kennewick.wa.us. Comments may also be mailed to 210 W. 6th Ave., Kennewick, WA 99336 and must be received on or before the hearing date. Comments may also be 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.

37
STEELE-CHAVALLO INVESTMENT LLC
5927 W QUINAULT AVE
KENNEWICK WA 99336

37
JACOB ROTH
216 N JOHNSON ST
KENNEWICK WA 99336

37
JOSE CHAVALLO
5927 W QUINAULT AVE
KENNEWICK WA 99336

37
CITADEL ESTATES LLC
5927 W QUINAULT ST
KENNEWICK WA 99336

37
RONALD KUKLINSKI
2610 S HARRISON CT
KENNEWICK WA 99338

~~37
CITY OF KENNEWICK
PO BOX 6108
KENNEWICK WA 99336~~

37
MONTE LADOW
2643 S KELLOGG ST
KENNEWICK WA 99338

37
GREGORY SMITH
2703 S IRVING ST
KENNEWICK WA 99338

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DUSTIN SMITH
2709 S IRVING ST
KENNEWICK WA 99338

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ROGER SCHATZ
2713 S IRVING ST
KENNEWICK WA 99338

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JAY DECKER
2719 S IRVING ST
KENNEWICK WA 99338

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BRIAN PRESZLER
2716 S IRVING ST
KENNEWICK WA 99338

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RICHARD GROSS
2710 S IRVING STREET
KENNEWICK WA 99338

37
CHARLES STONE
2638 S KELLOGG ST
KENNEWICK WA 99338

37
TARA KING
3132 S FILLMORE PL
KENNEWICK WA 99336

37
NELSON VIENNEAU
3154 S FILLMORE PL
KENNEWICK WA 99336

37
MARC BAILEY
3176 S FILLMORE PL
KENNEWICK WA 99338

37
KYLE MONSON
3183 S GRANT ST
KENNEWICK WA 99336

37
ALDERBROOK HOMES LLC
584 CHARBONNEAU DR
RICHLAND WA 99352

~~37 DUP
ALDERBROOK HOMES LLC
584 CHARBONNEAU DR
RICHLAND WA 99352~~

37
NADZAD BEGZADIC
5497 W 32ND AVE
KENNEWICK WA 99336

37
JOSHUA KELLER
5515 W 32ND AVE
KENNEWICK WA 99338

37
ULYSSES CABUG-OS
3182 S GRANT ST
KENNEWICK WA 99336

37
SOUTHRIDGE HOMEOWNERS ASSOC OF
KENNEWICK
5219 W CLEARWATER AVE STE 16
KENNEWICK WA 99336

~~37 DUP
SOUTHRIDGE HOMEOWNERS ASSOC OF
KENNEWICK
5219 W CLEARWATER AVE STE 16
KENNEWICK WA 99336~~

37
MAXSON HARRISON
3147 S GRANT STREET
KENNEWICK WA 99338

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JOSE ECHAIZ
3111 S GRANT ST
KENNEWICK WA 99338

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JOSE MARTINEZ JR
3075 S GRANT STREET
KENNEWICK WA 99338

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JUAN BERMUDEZ
3003 S GRANT ST
KENNEWICK WA 99338

37
MICHALLE URSUA
2794 S KELLOGG STREET
KENNEWICK WA 99338

37
EDUARDO MAGANA
2780 S KELLOGG ST
KENNEWICK WA 99338

37
LAURA WINGERT
5652 W 28TH AVE
KENNEWICK WA 99338

37
RICHARD HARRIS
3006 S GRANT ST
KENNEWICK WA 99338

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NOEL RUIZ
3146 S GRANT ST
KENNEWICK WA 99338

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DANIEL BRISCOE
2881 S KELLOGG ST
KENNEWICK WA 99338

~~37 DUP
SOUTHRIDGE HOMEOWNERS
ASSOCIATION OF KENNEWICK
8205 N DIVISION
SPOKANE WA 99208~~

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

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

37
JACK ANDERSON SR
2972 S HARRISON ST
KENNEWICK WA 99336

37
MARCUS AHO
2929 S KELLOGG ST
KENNEWICK WA 99338

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GARY BOSLEY
5696 W 28TH AVE
KENNEWICK WA 99338

37
JUSTIN MONTAGUE
5630 W 28TH AVE
KENNEWICK WA 99338

37
MARK WILSON
3074 S GRANT ST
KENNEWICK WA 99338

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IAN SMITH
5613 W 28TH AVE
KENNEWICK WA 99338

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SEAN MILLER
2888 S KELLOGG ST
KENNEWICK WA 99338

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SOUTHRIDGE HOMEOWNERS
ASSOCIATION OF KENNEWICK
8205 N DIVISION
SPOKANE WA 99208~~

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

37
KRISTINA PARFAIT
2936 S HARRISON ST
KENNEWICK WA 99338

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JAMES C GIBSON
2990 S HARRISON ST
KENNEWICK WA 99338

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

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JOSE SUAREZ
5674 W 28TH AVE
KENNEWICK WA 99338

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DEBRA WINKELMAN
2978 S GRANT ST
KENNEWICK WA 99338

37
NATHANAEL FRITZ
3118 S GRANT STREET
KENNEWICK WA 99338

37
RICHARD SHIVELY
5641 W 28TH AVE
KENNEWICK WA 99338

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SOUTHRIDGE HOMEOWNERS ASSOCIATION
OF KENNEWICK
8205 N DIVISION
SPOKANE WA 99208

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SOUTHRIDGE HOMEOWNERS ASSOCIATION
OF KENNEWICK
8205 N DIVISION
SPOKANE WA 99208~~

37
PAUL J WEIDERT
2951 S HARRISON ST
KENNEWICK WA 99338

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ROMAN CARLOS
2954 S HARRISON ST
KENNEWICK WA 99338

37
JASON DUTTON
2947 S KELLOGG ST
KENNEWICK WA 99338

37
KEITH FREIER
2893 S KELLOGG STREET
KENNEWICK WA 99338

37
ELIZABETH OKEEFFE
2916 S KELLOGG ST
KENNEWICK WA 99338

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

37 DUP
CITY OF KENNEWICK
PO BOX 6108
KENNEWICK WA 99336

37
GREEN FROG LLC
1920 N PITTSBURGH
KENNEWICK WA 99336

37
JANMEET SAHOTA
26405 E SUNSET MEADOW LOOP
KENNEWICK WA 99338

37
HUNTER VICKERMAN
6061 W 35TH AVE
KENNEWICK WA 99338

37
SHANNON L SALAZAR
3436 S LINCOLN PL
KENNEWICK WA 99338

37
GREGORY B SAMBRANO
6036 W 35TH AVE
KENNEWICK WA 99338

37
MICAH B I VALENTINE
3301 S LINCOLN ST
KENNEWICK WA 99338

37
SADDLE MOUNTAIN HOMES LLC
3312 S QUINCY PL
KENNEWICK WA 99337

37
VIDYASAGAR RAJAKALYAN
2934 S KELLOGG ST
KENNEWICK WA 99338

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

37
SCOT & TYLER LLC
2453 MORENCY DR
RICHLAND WA 99352

37
DARRELL STOCKER
85026 SUMMIT VIEW DRIVE
KENNEWICK WA 99338

37
KDS DEV INC
32814 SE 110TH ST
ISSAQUAH WA 98027

37
PRO MADE CONSTRUCTION LLC
6073 W 35TH AVE
KENNEWICK WA 99338

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

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

37
SG GROUP LLC
3328 AVENUE
KENNEWICK WA 99336

37
INSPIRATION BUILDERS INC
241 SUNSET LOOP
PASCO WA 99301

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

37
DEPARTMENT OF THE INTERIOR

37
KING OF KINGS EVANGELICAL LUTHERAN
CHURCH
5209 W 5TH AVE
KENNEWICK WA 99336

37
CHRISTOPHER CEJKA
6502 W 36TH AVE
KENNEWICK WA 99338

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

37
ANDREW T GREEN
3448 S LINCOLN PL
KENNEWICK WA 99338

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

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

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ALDERBROOK INVESTMENTS INC
8220 W GAGE BLVD 742
KENNEWICK WA 99336

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241 SUNSET LOOP
PASCO WA 99301

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241 SUNSET LOOP
PASCO WA 99301~~

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SG GROUP LLC
3340 S LINCOLN PL
KENNEWICK WA 99338

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SG GROUP LLC
6004 W 33RD AVE
KENNEWICK WA 99338

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SG GROUP LLC
3352 S LINCOLN PL
KENNEWICK WA 99338

37
ILYA KALAN
3364 S LINCOLN PL
KENNEWICK WA 99338

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FEDERICO L ARAUJO
3412 S LINCOLN PL
KENNEWICK WA 99338

37
PRO MADE CONSTRUCTION LLC
3424 S LINCOLN PL
KENNEWICK WA 99338

37
DEBUIGNE LIVING TRUST
6051 W 34TH AVE
KENNEWICK WA 99338

37
DAWN L HINES
6039 W 34TH AVE
KENNEWICK WA 99338

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JAMES C TINNELL
6026 W 34TH AVE
KENNEWICK WA 99338

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

~~37 DUP
STELLAR HOMES LLC~~

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

37
MARLA HOLUB
3327 S LINCOLN PL
KENNEWICK WA 99338

37
P & R CONSTRUCTION, LLC
1312 COUNTRY RIDGE DR
RICHLAND WA 99352

37
MICHAEL G JOHNSON
6033 W 33RD AVE
KENNEWICK WA 99338

37
JOSEPH DELATEUR JR
6019 W 33RD AVE
KENNEWICK WA 99338

37
TARA L AFFHOLTER
3324 S LINCOLN ST
KENNEWICK WA 99338

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

37
SOUTHRIDGE HOA OF KENNEWICK
6030 W 33RD AVE
KENNEWICK WA 99338

37
SOUTHRIDGE HOA OF KENNEWICK
8205 N DIVISION ST
SPOKANE WA 99208

37
STELLAR HOMES LLC
99803 162 PR SE
KENNEWICK WA 99338

37
SOUTHRIDGE HOA OF KENNEWICK
3322 S LINCOLN PL
KENNEWICK WA 99338

~~37 DUP
SOUTHRIDGE HOA OF KENNEWICK~~

37
EDWARD SHEPHERD
6762 W 31ST AVE
KENNEWICK WA 99338

37
ALEXANDER APILADO
3143 S TAFT ST
KENNEWICK WA 99338

37
MICHAEL ROSENRETER
3167 S TAFT ST
KENNEWICK WA 99338

37
CHRISTIAN MIKLETHUN
3191 S TAFT STREET
KENNEWICK WA 99338

37
ISAAC KING
3209 S TAFT ST
KENNEWICK WA 99338

37
RUTVIKKUMAR A PATEL
3190 S TAFT ST
KENNEWICK WA 99338

37
MATHIEU A CANUEL
3166 S TAFT ST
KENNEWICK WA 99338

37
OLIVIA LOGAN
3142 S TAFT ST
KENNEWICK WA 99338

37 DUP
~~APPLE VALLEY OWNERS ASSOCIATION
15 SW COLORADO STE 1
BEND OR 97702~~

37
APPLE VALLEY OWNERS ASSOCIATION
15 SW COLORADO STE 1
BEND OR 97702

37 DUP
~~CITY OF KENNEWICK
PO BOX 6108
KENNEWICK WA 99336~~

37
LUIS M P CARCAMO
6062 W 37TH PL
KENNEWICK WA 99338

37
KIMBERLY POYNOR
6080 W 37TH PL
KENNEWICK WA 99338

37
DINA KASPER
6100 W 37TH PL
KENNEWICK WA 99338

37
DUSTAN BONNEY
6108 W 37TH PL
KENNEWICK WA 99338

37
RUTH LORD
6120 W 37TH PL
KENNEWICK WA 99338

37
ADAM SOMMER
6083 W 37TH PL
KENNEWICK WA 99338

37
SAGE CREST OWNERS ASSN
3612 S LINCOLN ST
KENNEWICK WA 99338

37
CARL R HUNTER
3702 S MCKINLEY ST
KENNEWICK WA 99338

37
WILLIAM SMITH PROPERTIES INC &
KENNEWICK ACQUISITION COMPANY III LLC
15 SW COLORADO STE 1
BEND OR 97702

37 DUP
~~WILLIAM SMITH PROPERTIES INC &
KENNEWICK ACQUISITION COMPANY III LLC
15 SW COLORADO STE 1
BEND OR 97702~~

37
KIRK & MADONNA MADER
77226 MADER-RUST LAND
ECHO OR 97826

**COZ 19-09 / PLN-2019-03612
CPA 19-06 / PLN-2019-01059
5800 W 28TH AVE
RL TO RM
BEN KRUSE**

Anthony Muai

From: Anthony Muai
Sent: Tuesday, January 21, 2020 5:00 PM
To: 'Ronald Kuklinski'
Subject: RE: coz 19-09/pln-2019-03612 propsoal

Mr. Kuklinski,

Thank you for your comment. I will include it in the staff report.

Sincerely,

Anthony Muai



Anthony Muai, AICP
Planning Manager
Community Planning Department
City of Kennewick
O: 509.585.4386 | F: 509.585.4442
anthony.muai@ci.kennewick.wa.us



From: Ronald Kuklinski <ronkuk4@gmail.com>
Sent: Tuesday, January 21, 2020 4:31 PM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>
Subject: coz 19-09/pln-2019-03612 propsoal

I have lived in panoramic hights since 1980 and am familure with the pros and cons of development in this area. Changing the zoning would further reduces the safety of the road systems ingress and egress. The fact that future developement around Thompson Hill hemed and with I-82 makes it impossible for the citys residace to safely get access to major roads with out using residential access. This already is apparent in panoramic hights due to adding traffic speed indicators and speed bumps. This area due to the amount of schools, Hospital, bussiness has already created a load on the roads. Maintaining the LOW RL zoning for the entire area around Thompson hill will help maintain the best possible safety scenario. Safety of our schools, Hospital and residance must be the priority over the Greed of builders to make more money must be citys priority. I know it is hard but please due the right think. Their is a lot of land across the I-082 highway for builder to expand the city. Stop the ouver crouding as must as possible. Its's going to happen anyway due to the area terain. Don't make any worres the it has to be.

Forever residant and former City of Kennewic employee Ron Kuklinski.

No zone change please

Ronald Kuklinski

**KENNEWICK PLANNING COMMISSION
FEBRUARY 3, 2020
MEETING MINUTES**

CALL TO ORDER

Vice Chairman Morris called the meeting to order at 6:30 p.m.

Commissioner Moore led the Pledge of Allegiance.

Recorder Karen Tilton called the roll and found the following:

Present: Commissioners Robert Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, Vice Chairman Morris.

Excused: None

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Anthony Muai, Development Services Manager/AICP Senior Planner; Karen Tilton, Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the December 16, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Hempstead moved to accept the consent agenda. Commissioner Helgeson seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Vice Chairman Morris opened the public hearing at 6:34 p.m. for Change of Zone (COZ) #19-09 proposing to change the zoning district for approximately 54 acres located at 5800 W. 28th Ave and 2175 S. Sherman Street from Residential, Low Density (RL) to Residential, Medium Density (RM). Applicant is Ben Kruse, 8205 N. Division St., Spokane, WA 99208. Owner is Kirk and Madonna Mader, 77226 Mader Rust Lane, Echo, OR 97826.

Mr. Muai gave a brief overview of the staff report, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report COZ 19-09, and recommend to City Council approval of the request.

Planning Commission questions: Were the zone changes related to the comprehensive plan amendments all processed at different times.

Testimony of Applicant/Applicant's Representative: None

Testimony of Applicant: None

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for COZ 19-09 closed at 6:39 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 19-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Helgeson seconded the motion.

Planning Commission discussion: None

The motion passed unanimously.

Vice Chairman Morris opened the public hearing at 6:40 p.m. for Zoning Ordinance Amendment (ZOA) #19-10 proposing to change the following Kennewick Municipal Code Sections: 1) 18.21.090 – Landscaping Materials; and 2) Pages 14 and 25 of the Commercial Design Standards adopting the Mid-Columbia Forestry Council tree list for trees installed under overhead utility lines. Applicant is City of Kennewick.

Before beginning his presentation, Mr. McCormick directed the Planning Commissioner's attention to a document entered into record as "Exhibit 5", information that came about after the staff reports had been sent out. Mr. McCormick gave a brief overview of the staff report, reviewed the proposed corrections to the landscaping code, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report ZOA 19-10, and recommend to City Council approval of the request.

Planning Commission questions: Commissioner Moore asked if the applicant goes to the MCCFC to ask about meeting tree height requirement, or is it part of routing process; Mr. McCormick said the applicant will be directed to the list on our website, then the landscape plan is reviewed for meeting the requirements; the planner that is assigned to the project will go out to make sure the correct trees/heights will be planted.

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	02/18/2020
Agenda Item Type	Ordinance		
Subject	Amend KMC 18.21.090(3) - Street Trees		
Ordinance/Reso #	5857	Contract #	
Project #		Permit #	
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 type="checkbox"/>

Recommendation

Planning Commission recommends amending KMC Chapter 18.21 regarding street trees.

Motion for Consideration

I move to adopt Ordinance 5857.

Summary

The Benton Public Utility District (BPUD) has been working with the City of Kennewick to reduce conflicts between street trees and overhead utility lines. The BPUD has been spending significant sums of money to prune trees to keep them out of their power lines, and is in support of the list of recommended trees put together by the Mid-Columbia Community Forestry Council (MCCFC). The MCCFC tree list has recommendations for trees allowed under utility lines. In an effort to insure that appropriate trees species are planted under utility lines, staff is recommending the MCCFC tree list be adopted for deciduous trees planted in Kennewick.

In addition to the Landscaping chapter of the KMC, amendments are needed to both the Residential Design Standards and Commercial Design Standards to insure internal consistency in the KMC. These changes are minor and reflect the requirement to utilize trees from the MCCFC tree list that are identified for installation where overhead utility lines are present.

The Planning Commission conducted a public hearing at their February 3, 2020 meeting. BPUD's arborist provided testimony in support of the proposed changes to the KMC. No other testimony was provided. The Commission voted 6-0 to recommend City Council adopt the proposed amendments to the KMC.

Alternatives

Not approve recommended KMC amendments.

Fiscal Impact

None.

Through

Gregory McCormick
Feb 11, 17:38:27 GMT-0800 2020

Dept Head Approval

City Mgr Approval

Marie Mosley
Feb 14, 13:33:49 GMT-0800 2020

Attachments:

Ordinance
Presentation
Memo
MCCFC Tree List
Res Arterial Street Stds pg 9
City Council 11

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5857

AN ORDINANCE RELATING TO LANDSCAPING MATERIALS AND
AMENDING SECTION 18.21.090(3) OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. Section 18.21.090(3) of the Kennewick Municipal Code be, and the same hereby is,
amended to read as follows:

18.21.090: - Landscaping Materials.

- (1) No landscape material may be used unless approved in conformance with this Section. Species may be approved for use if it can be determined that such species will not cause adverse impacts to public improvements, such as sidewalk heave or root infiltration of utility pipes or lines, and will not adversely affect private property (weeping on vehicles, malodorous fruits or flowers, and similar effects). A suggested planting list is on file with the Department of Planning.
- (2) All deciduous trees must be a minimum of eight feet in overall height upon planting, or with a minimum caliper of one and one-fourths-inch measured six inches above grade, and shall attain an average mature height of at least 20 feet. All evergreen trees must be a minimum of five feet in overall height upon planting. Trees not meeting these standards may be used in special or unique situations with the approval of the Planning Director provided that the trees used meet the standards outlined in: American Standard for Nursery Stock; American Association of Nurserymen, May 2, 1986; copy of which is on file at the Department of Planning.
- (3) Trees must be selected from the Mid-Columbia Community Forestry Council (MCCFC) trees list on file with the Community Planning Department. If overhead utility lines are present, street trees shall be limited to a mature height of 25 feet to avoid conflict with utility lines.
- (4) Planting and staking must conform to the standards contained in: "Planting Landscape Plants"; EB #1505; Washington State University, College of Agriculture and Home Economics."

(Ord. 5857 Sec. 1, 2020; Ord. 5180 Sec. 1, 2007)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITTAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5857 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____



City of Kennewick

City Council

February 18, 2020

Street Trees - ZOA 19-08

Street Trees

- ▶ Benefits -
 - ▶ Help filter the air (up to 150 kg CO₂/year)
 - ▶ Filter Storm Water
 - ▶ Control Runoff
 - ▶ Conserve Energy
 - ▶ Provide Habitat & Shade
 - ▶ Add beauty, form & structure





Trees intercept and store rain water, relieving stress on municipal storm-water systems and reducing flooding.

Trees increase property values and improve mental health.

Trees provide a barrier to noisy traffic.

Trees shade buildings, reducing the need for air conditioning.

Trees provide habitat for wildlife.

Trees act as a windbreak.

Trees cool outdoor temperatures and protect us from UV rays.

Trees remove carbon dioxide from the air and store it in their wood, leaves and roots.

Trees filter pollutants from the air we breathe and release oxygen.

Challenges

- ▶ **Wrong Trees -**
 - ▶ Heave sidewalks, curb, gutter, street
 - ▶ Interfere with overhead utilities
 - ▶ Create tree “litter”



Proposed Code Revisions

- ▶ KMC 18.21 - Adopt MCCFC Street Tree List by reference
- ▶ KMC 18.75 - Amend Page 9
 - ▶ Correct Cross-reference
 - ▶ Add Overhead Utility language
- ▶ KMC 18.78 - Amend Pages 14 & 25
 - ▶ Add Overhead Utility language

Planning Commission Recommendation

- ▶ Planning Commission hearing - 2/3/20
- ▶ Benton Public Utility District testimony
- ▶ Recommendation: Approval



Memo

To: Kennewick Planning Commission
From: Gregory McCormick, AICP – Community Planning Director
Date: Friday, February 14, 2020
Re: ZOA 19-08: Street Trees Code Revision



City staff has had additional discussion with Benton Public Utilities District (BPUD) regarding the proposed revisions contemplated under ZOA 19-08. Based on those discussions staff is requesting the Planning Commission consider revisions to the City's Residential Design Standards related to street trees. Attached is a draft of those amendments that address two items:

1. Corrects a reference to the Landscape Chapter of the KMC from 18.64 to 18.21; and
2. Adds language similar to that contained in the Commercial Design Standards regarding the presence of overhead utility lines.

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
Small Trees 25 feet tall or shorter (for street trees generally allow 400 cubic feet of soil (Urban. 2008) and atleast 100sqft for canopy)												x
Bald Cypress, Lindsey's Skyward	<i>Taxodium distichum</i> <i>Skyward</i>	Deciduous	20 feet	6 feet	Yes	Columnar	Green	Rusty Orange	N/A	Cones		X
Catalpa, Umbrella	<i>Catalpa bungei</i> 'Nana'	Deciduous	25 feet	25 feet	Yes	Rounded	Green	Rusty Orange	N/A	Generally none		X
Ginkgo, Jade Butterflies	<i>Ginkgo biloba</i> 'Jade Butterfly'	Deciduous	15 feet	10 feet	Yes	Vase	Green	Yellow	Spring	Generally none	Takes time to establish	X
Hornbeam, American (Ironwood)	<i>Carpinus caroliniana</i>	Deciduous	25 feet	20 feet	Yes	Oval	Green	Rusty Orange	N/A	Nutlets		X
Japanese Lilac, Ivory Pillar	<i>Syringa reticulata</i> 'Williamete'	Deciduous	25 feet	15 feet	Yes	Pyramidal	Green	Yellow	Spring	Small Capsules		X
Japanese Lilac, Ivory Silk	<i>Syringa reticulata</i> 'Ivory Silk'	Deciduous	25 feet	15 feet	Yes	Pyramidal	Green	Yellow	Spring	Small Capsules		X
Lilac, Summer Charm	<i>Syringa pekinensis</i> 'DTR 124'	Deciduous	20 feet	15 feet	Yes	Rounded	Green	Yellow	Late Spring	Few Capsules		X
Linden, Summer Sprite	<i>Tilia cordata</i> 'Halka'	Deciduous	20 feet	15 feet	Yes	Pyramidal	Green	Green	Early Summer	Pea Pods		X
Maackia, Starburst	<i>Maackia amurensis</i> 'Starburst'	Deciduous	25 feet	20 feet	Yes	Vase	Green	Rusty Orange	Early Summer	Seed Pods		X
Maackia, Summertime	<i>Maackia amurensis</i> 'Summertime'	Deciduous	20 feet	15 feet	Yes	Rounded	Green	Rusty Orange	Early Spring	Seed Pods		X
Maple, Flame Amur	<i>Acer ginnala</i> 'Flame'	Deciduous	20 feet	20 feet	Yes	Rounded	Green	Red	N/A	Samara		X
Maple, Globe Norway	<i>Acer platanoides</i> 'Globosum'	Deciduous	15 feet	18 feet	Yes	Rounded	Green	Yellow	N/A	Few Samara		X
Maple, Hot Wings	<i>Acer tataricum</i> 'Gar Ann'	Deciduous	25 feet	20 feet	Yes	Rounded	Green	Red	N/A	Samara		X
Maple, Pattern Perfect	<i>Acer tataricum</i> 'Patdell'	Deciduous	25 feet	20 feet	Yes	Rounded	Green	Orange	N/A	Samara		X
Maple, Rocky Mountain Glow Big Tooth	<i>Acer grandidentatum</i> 'Schmidt'	Deciduous	25 feet	15 feet	Yes	Conical	Green	Orange	Spring	Generally none		X
Zelkova, City Sprite	<i>Zelkova serrata</i> 'JFS-KW1'	Deciduous	24 feet	18 feet	Yes	Oval	Blue	Yellow	N/A	Generally none	Susceptible to Elm leaf Beetle	X
Zelkova, Wireless	<i>Zelkova serrata</i> 'Schmidtlow'	Deciduous	24 feet	36 feet	Yes	Vase	Green	Red	N/A	Generally none	Susceptible to Elm leaf Beetle	X
Medium Trees 25 to 40 feet tall (for street trees generally allow 800 cubic feet of soil (Urban. 2008) and atleast 200sqft for canopy)												x
Elm, Emerald Sunshine	<i>Ulmus propinqua</i> 'JFS-Bieberich'	Deciduous	35 feet	25 feet	No	Vase	Green	Golden	Spring	Generally None		X
Elm, Prospector	<i>Ulmus wilsoniana</i> 'prospector'	Deciduous	40 feet	30 feet	No	Vase	Green	Yellow	N/A	Generally none	Tolerant to Dutch elm disease	X
Hornbeam, Emerald Avenue	<i>Carpinus betulus</i> 'JFS-KW1CB'	Deciduous	40 feet	28 feet	No	Pyramidal	Green	Green	N/A	Nutlets		X
Hornbeam, Pyramidal European	<i>Carpinus betulus</i> 'Fastigiata'	Deciduous	35 feet	25 feet	No	Columnar	Green	Rusty Orange	N/A	Nutlets		X
Ironwood	<i>Ostrya virginiana</i>	Deciduous	30 feet	25 feet	No	Pyramidal	Green	Orange	Spring	Nutlets		X
Linden, American Sentry	<i>Tilia americana</i> 'McKSentry'	Deciduous	40 feet	30 feet	No	Pyramidal	Green	Yellow	Late Spring	Pea Pods		X

2018 Community Tree List

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
Linden, Greenspire	<i>Tilia cordata</i> 'Greenspire'	Deciduous	40 feet	30 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Harvest Gold	<i>Tilia mongolica</i> 'Harvest Gold'	Deciduous	40 feet	30 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Redmond (Basswood)	<i>Tilia American</i> 'Redmond'	Deciduous	40 feet	35 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Maackia MaacNificent	<i>Maackia amurensis</i> JFS-Schichtel1	Deciduous	30 feet	22 feet	No	Vase	Green	Rusty Orange	Early Summer	Seed Pods		X
Maple, Conquest	<i>Acer platanoides</i> 'Conzam'	Deciduous	40 feet	20 feet	No	Columnar	Red to Green	Rusty Orange	Spring	Few Samara		X
Maple, Crimson Sunset	<i>Acer platanoides</i> 'Crimson Sunset'	Deciduous	35 feet	25 feet	No	Oval	Purpe/Red	Rusty Orange	N/A	Few Samara		X
Maple, Hedge	<i>Acer campestre</i>	Deciduous	30 feet	30 feet	No	Rounded	Green	Yellow	N/A	Few Samara		X
Maple, John Pair Sugar	<i>Acer saccharum</i> 'John Pair'	Deciduous	30 feet	30 feet	No	Rounded	Green	Red	N/A	Few Samara		X
Maple, Spaethii Sycamore	<i>Acer pseudoplatanus</i> 'Atropurpureum'	Deciduous	40 to 50 feet	30 to 35 feet	No	Rounded	Deep Green with velvety purple under side	Red	N/A	Generally none	Needs Wind Protection	X
Maple, Silver Cloud	<i>Acer saccharinum</i> 'Silver Cloud'	Deciduous	60 feet	30 feet	No	Rounded	Green	Yellow	N/A	Generally none	Needs Wind Protection	X
Maple, Sugar	<i>Acer saccharum</i>	Deciduous	55 feet	45 feet	No	Rounded	Medium Green	Red	N/A	Generally none	Needs Wind Protection	X
Maple, Main Street	<i>Acer truncatum</i> 'WF-ATI'	Deciduous	30 tall	20 tall	No	Rounded	Green	Red	N/A	Generally none		X
Maple, Norwegian Sunset	<i>Acer truncatum</i> x <i>A. plat.</i> 'Keithsform'	Deciduous	35 feet	25 feet	No	Oval	Green	Red	N/A	Generally none		X
Maple, Summer Red	<i>Acer rubrum</i> 'Summer Red'	Deciduous	40 feet	20 to 30 feet	No	Rounded	Dark Green with Mint Green Underside	Red	N/A	Generally none	Very Durable in Heat	X
Maple, Tartanian	<i>Acer tataricum</i>	Deciduous	20 to 25 feet	18 to 20 feet	No	Rounded	Medium to Dark Green	Red	Spring	Generally none		X
Maple, Pacific Sunset	<i>Acer truncatum</i> x <i>A. platanoides</i> 'Warrenred'	Deciduous	30 feet	25 feet	No	Rounded	Green	Red	N/A	Few Samara		X
Maple, Skinner's Cutleaf	<i>Acer saccharinum</i> 'Skinner'	Deciduous	60 feet	40 feet	No	Rounded	Green	Yellow	N/A	Generally none	Nice for medium to large yards.	X
Maple, Parkway	<i>Acer platanoides</i> 'Columnar'	Deciduous	40 feet	25 feet	No	Oval	Green	Rusty Orange	N/A	Few Samara	Verticillium wilt tolerant	X
Maple, Royal Red	<i>Acer platanoides</i> 'Royal Red'	Deciduous	40 feet	30 feet	No	Rounded	Purple/Red	Rusty Orange	N/A	Few Samara		X
Maple, Rugged Charm	<i>Acer tataricum</i> 'JFS-KW2'	Deciduous	28 feet	15 feet	No	Conical	Green	Red	Spring	Samara		X
Maple, Scarlet Sentinel	<i>Acer rubrum</i> 'Scarsen'	Deciduous	40 feet	20 feet	No	Conical	Green	Red	Spring	Generally none		X

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
Maple, State Street	<i>Acer miyabei</i> 'Morton'	Deciduous	40 feet	35 feet	No	Pyramidal	Green	Yellow	N/A	Samara		X
Maple, Sun Valley	<i>Acer rubrum</i> 'Sun Valley'	Deciduous	40 feet	35 feet	No	Oval	Green	Red	N/A	Generally none	Alkaline Sensitive	X
Maple, Urban Sunset	<i>Acer truncatum x platanoides</i> 'JFS-KW187'	Deciduous	35 feet	20 feet	No	Pyramidal	Green	Red	Spring	Few Samara		X
Parrotia, Persian	<i>Parrotia persica</i>	Deciduous	40 feet	20 feet	NO	Rounded	Green	Golden	Spring	Generally None		X
Tall Trees over 40 feet tall (for street trees generally allow 1200 cubic feet of soil (Urban. 2008) and atleast 400sqft for canopy)												x
Ash, Urbanite	<i>Fraxinus pennsylvanica</i> 'Urbanite'	Deciduous	50 feet	40 feet	No	Pyramidal	Green	Rusty Orange	N/A	Generally none		X
Bald Cypress	<i>Taxodium distichum</i>	Deciduous	100 feet	40 feet	No	Pyramidal	Green	Rusty Orange	N/A	Cones		X
Bald Cypress, Shawnee Brave	<i>Taxodium distichum</i> 'Mickelson'	Deciduous	55 feet	20 feet	No	Pyramidal	Green	Orange	N/A	Cones		X
Elm, Accolade	<i>Ulmus x 'Morton'</i>	Deciduous	70 feet	50 feet	No	Irregular	Green	Rusty Orange	Spring	Generally None		X
Elm, Frontier	<i>Ulmus x 'Frontier'</i>	Deciduous	45 feet	30 feet	No	Pyramidal	Green	Purple	N/A	Generally none	Tolerant to Dutch elm disease	X
Ginkgo, Autumn Gold	<i>Ginkgo biloba</i> 'Autumn Gold'	Deciduous	45 feet	35 feet	No	Pyramidal	Green	Golden	N/A	Generally none	Takes a while to establish	X
Ginkgo, Golden Globe	<i>Ginkgo biloba</i> 'Golden Globe'	Deciduous	60 Feet	50 feet	No	Rounded	Green	Yellow	N/A	Generally none	Takes a while to establish	X
Linden, Frontyard	<i>Tilia americana</i> 'Bailyard'	Deciduous	75 feet	40 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Green Mountain	<i>Tilia tomentosa</i> 'PNI 6051'	Deciduous	45 feet	35 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Shamrock	<i>Tilia cordata</i> 'Baileyi'	Deciduous	45 feet	30 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Silver	<i>Tilia tomentosa</i>	Deciduous	60 feet	45 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Linden, Sterling Silver	<i>Tilia tomentosa</i> 'Sterling'	Deciduous	45 feet	35 feet	No	Pyramidal	Green	Yellow	Early Summer	Pea Pods		X
Maple, Autumn Blaze	<i>Acer x freemanii</i> 'Jeffersred'	Deciduous	50 feet	40 feet	No	Oval	Green	Red	Spring	Generally none		X
Maple, Burgundy Belle	<i>Acer rubrum</i> 'Magnificent Magenta'	Deciduous	45 feet	45 feet	No	Rounded	Green	Red	Spring	Generally none	Alkaline Sensitive	X
Maple, Deborah	<i>Acer platanoides</i> 'Deborah'	Deciduous	60 feet	50 feet	No	Oval	Green	Golden	N/A	Few Samara	Has red new growth	X
Maple, Emerald Queen	<i>Acer platanoides</i> 'Emerald Queen'	Deciduous	50 feet	40 feet	No	Oval	Green	Yellow	N/A	Few Samara		X
Maple, Fall Fiesta Sugar	<i>Acer saccharum</i> 'Bailsta'	Deciduous	50 feet	40 feet	No	Rounded	Green	Orange	N/A	Few Samara		X
Maple, Firefall	<i>Acer freemanii</i> 'Firefall'	Deciduous	50 feet	35 feet	No	Oval	Green	Orange	N/A	Generally none		X

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
Maple, Flashfire Sugar	<i>Acer saccharum</i> 'JFS-Caddo2'	Deciduous	45 feet	40 feet	No	Oval	Green	Red	N/A	Few Samara		X
Maple, Green Mountain Sugar	<i>Acer saccharum</i> 'Green Mountain'	Deciduous	45 feet	35 feet	No	Oval	Green	Orange	N/A	Few Samara		X
Maple, Matador	<i>Acer x freemanii</i> 'Bailston'	Deciduous	45 feet	30 feet	No	Oval	Green	Red	N/A	Generally none		X
Maple, Redpointe	<i>Acer rubrum</i> 'Frank Jr.'	Deciduous	45 feet	30 feet	No	Conical	Green	Red	Spring	Generally none		X
Maple, Sienna Glen	<i>Acer x freemanii</i> 'Sienna'	Deciduous	50 feet	35 feet	No	Pyramidal	Green	Orange	Spring	Generally none		X
Maple, Silver Queen	<i>Acer Saccharinum</i> 'Silver Queen'	Deciduous	50 feet	40 feet	No	Rounded	Green	Yellow	N/A	Generally none		X
Maple, Sugar Legacy	<i>Acer saccharum</i> 'Legacy'	Deciduous	50 feet	30 feet	No	Oval	Green	Red	N/A	Few Samara		X
Oak, Basket or Chestnut	<i>Quercus prinus</i>	Deciduous	90 feet	70 feet	No	Rounded	Green	Yellow	N/A	Acorns		X
Oak, Bur	<i>Quercus macrocarpa</i>	Deciduous	70 feet	40 feet	No	Oval	Green	Yellow	N/A	Acorns		X
Oak, Chestnut	<i>Quercus prinus</i>	Deciduous	70 feet	60 feet	No	Rounded	Green	Yellow	N/A	Acorns		X
Oak, Chinkapin	<i>Quercus muehlenbergii</i>	Deciduous	70 feet	60 feet	No	Rounded	Green	Yellow	N/A	Acorns		X
Oak, Forest Green	<i>Quercus frainetto</i> 'Schmjidt'	Deciduous	50 feet	30 feet	No	Oval	Green	Yellow	N/A	Acorns		X
Oak, Red (Northern)	<i>Quercus rubra</i>	Deciduous	50 feet	45 feet	No	Rounded	Green	Red	N/A	Acorns		X
Oak, Regal Prince	<i>Quercus x warei</i> 'Long'	Deciduous	45 feet	20 feet	No	Oval	Green	Yellow	N/A	Acorns		X
Oak, Scarlet	<i>Quercus coccinea</i>	Deciduous	50 feet	40 feet	No	Oval	Green	Red	N/A	Acorns		X
Oak, Urban Pinnacle	<i>Quercus macrocarpa</i> 'JFS-KW3'	Deciduous	55 feet	25 feet	No	Pyramidal	Green	Yellow	N/A	Acorns		X
Redwood, Dawn	<i>Metasequoia glyptostroboides</i>	Deciduous	60 feet	25 feet	No	Conical	Green	Rusty Orange	N/A	Cones		X
Rubber Tree, Hardy	<i>Eucommia ulmoides</i>	Deciduous	60 feet	50 feet	No	Rounded	Green	Rusty Orange	N/A	Generally none	Tolerant of most soils	X
Zelkova, Autumn Glow	<i>Zelkova serrata</i> 'Goldell'	Deciduous	60 feet	60 feet	No	Rounded	Blue	Purple/Red	N/A	Generally none	Susceptible to Elm leaf Beetle	X
Zelkova, Green Vase	<i>Zelkova serrata</i> 'Green Vase'	Deciduous	70 feet	35 feet	No	Vase	Green	Rusty Orange	N/A	Generally none	Susceptible to Elm leaf Beetle	X
Stewartia, Korean	<i>Stewartia koreana</i>	Deciduous	30 feet	25 feet	No	Vase	Green	Red	Early Spring	Balls		X
Zelkova, Village Green	<i>Zelkova serrata</i> 'Village Green'	Deciduous	60 feet	30 feet	No	Vase	Green	Red	N/A	Generally none	Susceptible to Elm leaf Beetle	X
Aspen, Swedish Columnar	<i>Populus tremula</i> 'Erecta'	Deciduous	40 feet	15 feet	No	Columnar	Green	Rusty Orange	N/A	Catkins		X
Cedar, Green Arrow	<i>Chamaecyparis nootkatensis</i> "Green Arrow"	Evergreen	30 feet	6 feet	No	Weeping	Green	Green	N/A	Cones		x
Ginkgo, Princeton Sentry	<i>Ginkgo biloba</i> 'Princeton Sentry'	Deciduous	40 feet	15 feet	No	Columnar	Green	Yellow	Spring	Generally none	Takes a while to establish	X
Hornbeam, Fran's Fontaine	<i>Carpinus betulus</i> 'Frans Fontaine'	Deciduous	35 feet	15 feet	No	Columnar	Green	Yellow	N/A	Nutlets		X
Maple, Armstrong	<i>Acer rubrum</i> 'Armstrong'	Deciduous	50 feet	15 feet	No	Columnar	Green	Rusty Orange	N/A	Generally none	Alkaline Sensitive	X

2018 Community Tree List

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
Maple, Armstrong Gold	<i>Acer rubrum</i> 'JFS-KW78'	Deciduous	40 feet	12 feet	No	Columnar	Green	Golden	Spring	Generally none	Alkaline Sensitive	X
Maple, Bowhall	<i>Acer rubrum</i> 'Bowhall'	Deciduous	40 feet	15 feet	No	Columnar	Green	Yellow	N/A	Generally none	Alkaline Sensitive	X
Oak, Crimson Spire	<i>Quercus alba x robur</i> 'Crimschmidt'	Deciduous	45 feet	15 feet	No	Columnar	Green	Red	N/A	Acorns		X
Oak, Kindred Spirit	<i>Quercus robur x bicolor</i> 'Nadler'	Deciduous	30 feet	6 feet	No	Columnar	Green	Yellow	N/A	Acorns		X
Oak, Skinny Genes	<i>Quercus robur x alba</i> 'JFS-KW2QX'	Deciduous	45 feet	10 feet	No	Columnar	Green	Yellow	N/A	Acorns		X
Oak, Skyrocket	<i>Quercus robur</i> 'Fastigiata'	Deciduous	45 feet	15 feet	No	Columnar	Green	Yellow	N/A	Acorns		X
Western Red Cedar, Zebrina	<i>Thuja plicata</i> 'Zebrina'	Deciduous	50 feet	30 feet	No	Weeping	Green with Gold	Green with Gold		Generally None		X
Willow, Coral Bark	<i>Salix alba</i> 'Britzensis'	Deciduous	35 feet	30 feet	No	Weeping	Blue	Yellow	Spring	Generally None		X
Willow, Corkscrew (twisted)	<i>Salix matsudana</i> 'Tortuosa'	Deciduous	30 feet	20 feet	No	Weeping	Blue	Yellow	N/A	Generally None	Nice for medium to large yards.	X
Oak, Streetspire	<i>Quercus robur x alba</i> 'JFS-KW1QX'	Deciduous	45 feet	14 feet	No	Columnar	Green	Red	N/A	Acorns		X
Willow, Fan Giant Weeping	<i>Salix x blanda</i> 'Fan Giant'	Deciduous	50 feet	60 feet	No	Weeping	Blue/Green	Yellow	N/A	Generally None	Nice for large open areas (big yards, pastures, etc.).	X
Willow, Globe Navajo	<i>Salix matsudana</i> 'Navajo'	Deciduous	50 feet	50 feet	No	Weeping	Blue	Yellow	N/A	Generally None	Nice for large open areas (big yards, pastures, etc.).	X
Parrotia, Ruby Vase	<i>Parrotia persica</i> 'Inge'	Deciduous	30 feet	12 feet	No	Columnar	Green	Red	Spring	Generally None		X
Willow, Golden Curls	<i>Salix matsudana</i> 'Golden Curls'	Deciduous	30 feet	25 feet	No	Weeping	Green	Yellow	N/A	Generally None	Nice for medium to large yards.	X
Parrotia, Vanessa	<i>Parrotia persica</i> 'Vanessa'	Deciduous	28 feet	14 feet	No	Vase	Green	Orange	Spring	Generally None		X
Rubber Tree, Emerald Pointe	<i>Eucommia ulmoides</i> 'Empozam'	Deciduous	40 feet	5 feet	No	Columnar	Green	Yellow	N/A	Generally none		X
Zelkova, Musashino	<i>Zelkova serrata</i> 'Musashino'	Deciduous	45 feet	15 feet	No	Vase	Green	Yellow	N/A	Generally none	Susceptible to Elm leaf Beetle	X

Common Name	Botanical Name	Type	Height	Spread	Under Wires?	Tree Shape	Summer Color	Autumn Color	Bloom Time	Fruit or Seeds	Comments	Street Tree
References Cited												
Urban J. Up by the roots healthy soils and trees in the built environment Champaign: International Society of Arboriculture p 205, 295												
Watson GW and Himelick EB. Root-friendly planting site design. Urban Forestry A collection of CEU articles 2013 p 20-21												

Arterial Street Landscaping

Intent:

To reduce the impact of heavy traffic by using landscaping buffer and provide safe walking environment for the pedestrian. To ensure low maintenance and high performance landscaping and street trees that are appropriate for this climate in conjunction with existing utility poles; and to ensure the appropriate maintenance of landscaping areas.

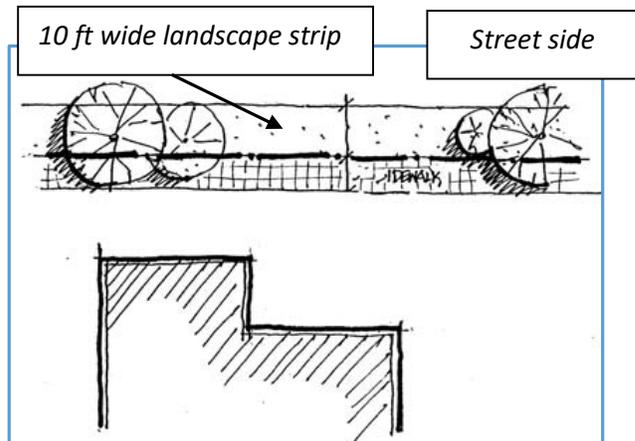
Standards to implement the intent:

Mandatory

1. A minimum 10 feet of landscaping/ planting strip must be provided along the arterial streets between street edges and sidewalks.
2. Plant materials shall be a mixture of drought tolerant deciduous and evergreen trees. Drought tolerant plant materials may contribute up to 50% of the required landscaping ground cover and street trees. Selection of trees and plant materials shall be approved by the City.
3. Street trees must meet standards contained in KMC 18.6421 and must be allowed to mature and maintained at a minimum height of 20 feet, provided they will not interfere with overhead utility lines. Any alternative must be approved by the Director.
4. Street trees shall be planted at least every 40 linear feet or can be planted in groups in the planting strip. Street tree location must be coordinated with lighting plan to minimize interference. A detail landscape plan designed and signed by a licensed Landscape Architect must be submitted for approval by the Planning staff.
5. Sidewalks shall be minimum five feet wide.
6. All landscaping elements, plant materials and street trees shall be planted or installed by the developer and maintained by the Homeowners Association or property owner per KMC 5.56.360.
7. A separate irrigation system designed for the health of the street trees on arterial streets (e.g. drip system) maintained by the owner shall be required.

(Continued to the next page)

City of Kennewick, WA



Landscaping median and street trees on Kellogg Street - Creekstone Development



Street Trees in planting strip between sidewalk and street - 4th Ave in Hansen Park



Landscaping median and street trees on Kellogg Street - Creekstone Development

Arterial Street Landscaping (Contd.)

Recommended

8. Landscaping strip can be a mixture of Hardscape and living plant material with Hardscape consisting maximum 50% of the total planting strip area.
9. Planting strips are encouraged to be Incorporated with the overall storm water plan.
10. Incorporation of artwork with the hardscape is encouraged.

DO NOT



No street trees and narrow planting strip.



Poorly maintained, so sidewalk or planting strip.

On-Site Tree Retention

Intent:

To preserve and promote natural growth of trees and other landscaping plants in order to create a sense of place, attract more customers, and improve the physical environment of the businesses.

Standards:

Mandatory

1. Trees, including street and landscaping trees must be allowed to mature and be maintained without obstructing the visual access to the storefront at a height of at least 30 ft, or a height that best reflects the building design, business and storefront character. For example, taller buildings should plant trees that grow up to 40 to 50 ft or more upon maturity, provided they will not interfere with overhead utility lines. Any alternative must be approved by the Director of the Community Planning.



DO: Large trees property pruned and maintained offer visibility for businesses.

Recommended

2. Existing mature trees should be preserved with their natural sizes and shapes. Pruning of trees is discouraged when it is not consistent with the approved site plan permit, approved landscape plan, overall site design scheme and specific tree characteristics.
3. Businesses should plant larger tree species according to the City's recommended tree listing.
4. Pruning off only lower branches is recommended as trees grow taller, in order to allow greater visibility of storefronts and provide shading.
5. Businesses should hire International Society of Arboriculture (ISA) certified arborists to prune large or small trees.
6. Building layout should be modified to preserve trees. In case it is impossible to preserve existing trees, new trees should be planted at the ratio of at least 2 new trees to replace one mature tree.



DO NOT - Pruning trees from the top branches.

Streetscape

Intent:

To increase vitality of the street environment and integrate businesses with the street. To reduce the impact of heavy traffic and offer safe vehicular and pedestrian environment for businesses.

Standards:

Mandatory for All Streets

1. Plant material shall be a mixture of drought tolerant deciduous and evergreen trees. Drought tolerant plant materials may contribute up to 50% of the required landscaping ground cover and street trees. Selection of trees and plant materials shall be chosen from the City's recommended planting list or approved by the Planning Director.
2. Street trees must meet standards contained in KMC 18.21 and must be allowed to mature and be maintained without obstructing the visual access to the storefront at a height of at least 30 ft, or taller, except when overhead utility lines are present, that best reflects the building design and business and storefront character.
3. Street trees shall be planted at least every 40 linear feet or be planted in groups in the planting strip. Street tree locations must be coordinated with the street lighting and utility plans to minimize interference. A detailed landscape plan designed and signed by a licensed Landscape Architect or a similar qualified professional must be submitted for approval by the Planning Director.
4. All landscaping elements, plant materials and street trees shall be planted or installed by the developer and maintained by the property owners or business owners. A maintenance agreement among adjoining property owners shall be required; the agreement shall run with the land.
5. A separate irrigation system designed for the health of the street trees on arterial streets (e.g. bubbler system) maintained by the owner shall be required.

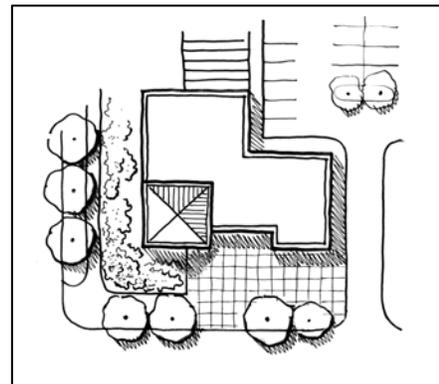
DO



Large street trees.



Special pavement, sitting, and trellises on wider sidewalk.



Streetscape coordinated with the business frontage.

(Continued to the next page)

Streetscape (contd.)

Mandatory Option A

6. Minimum 7 ft wide planting strip between the road and the sidewalk
7. Sidewalk width shall be 7 ft minimum.

Mandatory Option B

8. Sidewalk must abut the road.
9. Sidewalk width shall be 10 ft minimum with at least 5 ft clear for thorough traffic (i.e. maximum 5 ft wide planting wells, and locations for street lights, benches and other street furnishings within this 5 ft, leaving the rest 5 ft clear for pedestrian).

Recommended

10. For Option-A, landscaping strip can be a mixture of hardscape and living plant material with hardscape consisting maximum 50% of the total planting strip area.
11. Planting strips are encouraged to be incorporated with the overall storm water drainage plan.
12. Incorporation of artwork with the hardscape is encouraged.

DO NOT



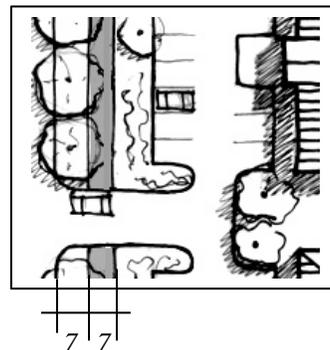
Narrow sidewalk and no landscaping.



No street tree.

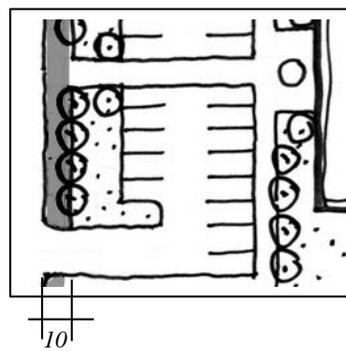
DO

OPTION A



Option A - Planting strip between sidewalk and the street.

OPTION B



Option B - Wider sidewalk with streetscape.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: ZOA 19-10/AMD-2019-03461

Public Hearing Date: February 3, 2020

Proposal: Amend the Kennewick Municipal Code (KMC) Section: 18.21.090, to add a reference to require the Mid-Columbia Community Forestry Council (MCCFC) tree list for deciduous trees with restrictions under utility lines. Also, amend pages 14 & 25 of the Commercial Design Standards to reduce the minimum mature height of street trees from 30-feet to 25-feet to be consistent with street tree height in other sections of the KMC.

Applicant: City of Kennewick – Community Planning Department

Staff Contact: Greg McCormick, Community Planning Director

Background:

The Benton Public Utility District (BPUD) has been working with the City of Kennewick to reduce conflicts between street trees and overhead utility lines. The BPUD has been spending significant sums of money to prune trees to keep them out of their power lines, and are in support of the list of recommended trees put together by the Mid-Columbia Community Forestry Council (MCCFC). The MCCFC tree list has recommendations for trees allowed under utility lines. In an effort to insure that appropriate trees species are planted under utility lines, staff is recommending the MCCFC tree list be adopted for deciduous trees planted in Kennewick.

The City of Kennewick has proposed the below amendments to various sections of the Kennewick Municipal Code (KMC) which will affect the following:

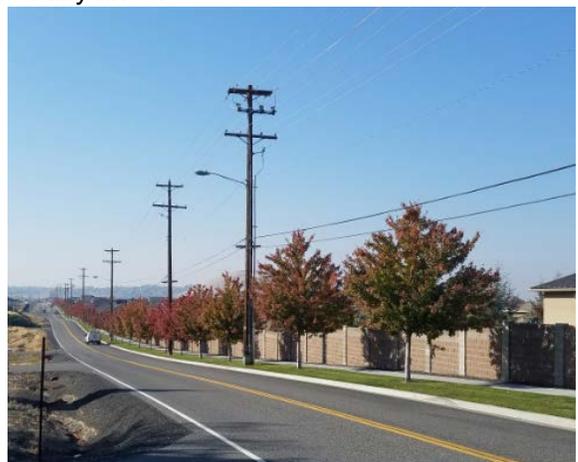
- Amend KMC 18.21.090 to require deciduous trees be selected from the MCCFC tree list with a maximum height of 25-feet for trees under utility lines.
- Amend pages 14 & 25 of the Commercial Design Standards to reference street tree standards when overhead lines exist.

On December 17, 2019, the Department of Commerce granted the City expedited review for the proposed amendments.

Discussion and Analysis:

KMC Section 18.21.090 – Landscape Materials

The proposed amendment will require deciduous trees to be selected from the Mid-Columbia Community Forestry Council



(MCCFC) tree list and will limit the mature height of trees under overhead utility lines to a maximum height of 25-feet.

Commercial Design Standards pages 14 & 25 – Minimum Height of Trees

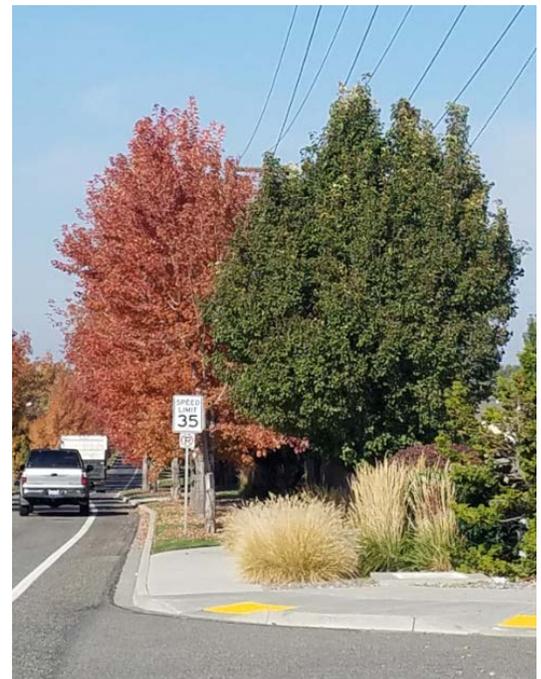
Staff has proposed reducing the maximum height of trees from 30-feet to 25-feet. Reducing the maximum height of trees to 25-feet will be consistent with other sections of the KMC and will be a height that according to Benton PUD, will not cause conflicts with their or other overhead utility lines.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapters 18.21
- Commercial Design Standards
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is City of Kennewick, Community Planning Department, 210 W 6th Avenue, Kennewick, WA 99336.
2. The processing of the proposed amendments and the application was complete on November 27, 2019.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on December 19, 2019.
4. Notice of the proposed code revision (expedited review request) was sent to the Washington State Department of Commerce on October 21, 2019 consistent with the requirements of RCW 36.70A.106.
5. The City received confirmation of expedited review on December 17, 2019.



Conclusions of Law:

1. The proposed amendments will promote the public health, safety, and general welfare by allowing additional access options.
2. The proposed amendments do not conflict with the goals and policies of the Comprehensive Plan.

Staff Recommendation:

Based on the above analysis of this request, staff recommends the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report ZOA 19-10 and recommend to City Council approval of the request to changes to KMC Sections 18.21.090, and pages 14 & 25 of the Commercial Design Standards.

Exhibits:

1. Staff Report
2. Proposed Amendments
3. Environmental Determination of Non-significance ED 19-39
4. MCCFC Tree List

**KENNEWICK PLANNING COMMISSION
FEBRUARY 3, 2020
MEETING MINUTES**

CALL TO ORDER

Vice Chairman Morris called the meeting to order at 6:30 p.m.

Commissioner Moore led the Pledge of Allegiance.

Recorder Karen Tilton called the roll and found the following:

Present: Commissioners Robert Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, Vice Chairman Morris.

Excused: None

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Anthony Muai, Development Services Manager/AICP Senior Planner; Karen Tilton, Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the December 16, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Hempstead moved to accept the consent agenda. Commissioner Helgeson seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Vice Chairman Morris opened the public hearing at 6:34 p.m. for Change of Zone (COZ) #19-09 proposing to change the zoning district for approximately 54 acres located at 5800 W. 28th Ave and 2175 S. Sherman Street from Residential, Low Density (RL) to Residential, Medium Density (RM). Applicant is Ben Kruse, 8205 N. Division St., Spokane, WA 99208. Owner is Kirk and Madonna Mader, 77226 Mader Rust Lane, Echo, OR 97826.

Mr. Muai gave a brief overview of the staff report, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report COZ 19-09, and recommend to City Council approval of the request.

Planning Commission questions: Were the zone changes related to the comprehensive plan amendments all processed at different times.

Testimony of Applicant/Applicant's Representative: None

Testimony of Applicant: None

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for COZ 19-07 closed at 6:39 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 19-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Helgeson seconded the motion.

Planning Commission discussion: None

The motion passed unanimously.

Vice Chairman Morris opened the public hearing at 6:40 p.m. for Zoning Ordinance Amendment (ZOA) #19-10 proposing to change the following Kennewick Municipal Code Sections: 1) 18.21.090 – Landscaping Materials; and 2) Pages 14 and 25 of the Commercial Design Standards adopting the Mid-Columbia Forestry Council tree list for trees installed under overhead utility lines. Applicant is City of Kennewick.

Before beginning his presentation, Mr. McCormick directed the Planning Commissioner's attention to a document entered into record as "Exhibit 5", information that came about after the staff reports had been sent out. Mr. McCormick gave a brief overview of the staff report, reviewed the proposed corrections to the landscaping code, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report ZOA 19-10, and recommend to City Council approval of the request.

Planning Commission questions: Commissioner Moore asked if the applicant goes to the MCCAC to ask about meeting tree height requirement, or is it part of routing process; Mr. McCormick said the applicant will be directed to the list on our website, then the landscape plan is reviewed for meeting the requirements; the planner that is assigned to the project will go out to make sure the correct trees/heights will be planted.

Testimony of Applicant:

Brian Kramer, Arborist, Benton PUD
PO Box 6270
Kennewick 99336

Arborist who offers consulting for many of the local municipalities, to help with the correct tree list for landscaping in this area.

Commissioner Stolle asked staff if a list of appropriate trees, heights, etc., would be provided to applicants of developments.

Mr. McCormick said yes, it will be provided to the public.

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for ZOA 19-10 closed at 6:56 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report ZOA 19-10 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion: None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates – Rezone next the property subject to this public hearing, approved. Batch code revisions were adopted, as well. The two items heard this evening go to Council on the 18th.**

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Vice Chairman Morris announced he is unable to attend the Planning Short Course in Richland on March 5th, but encouraged the other Commissioners to attend if possible.

ADJOURNMENT:

The meeting adjourned at 6:59 p.m.

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	02/18/2020
Agenda Item Type	Ordinance		
Subject	Amend Residential Design Standards - Street Trees		
Ordinance/Reso #	5858	Contract #	
Project #		Permit #	
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 type="checkbox"/>

Recommendation

Planning Commission recommends adoption of proposed code amendments regarding street trees.

Motion for Consideration

I move to adopt Ordinance 5858.

Summary

The Benton Public Utility District (BPUD) has been working with the City of Kennewick to reduce conflicts between street trees and overhead utility lines. The BPUD has been spending significant sums of money to prune trees to keep them out of their power lines, and is in support of the list of recommended trees put together by the Mid-Columbia Community Forestry Council (MCCFC). The MCCFC tree list has recommendations for trees allowed under utility lines. In an effort to insure that appropriate trees species are planted under utility lines, staff is recommending the MCCFC tree list be adopted for deciduous trees planted in Kennewick.

In addition to the Landscaping chapter of the KMC, amendments are needed to both the Residential Design Standards and Commercial Design Standards to insure internal consistency in the KMC. These changes are minor and reflect the requirement to utilize trees from the MCCFC tree list that are identified for installation where overhead utility lines are present. The Planning Commission conducted a public hearing at their February 3, 2020 meeting. BPUD's arborist provided testimony in support of the proposed changes to the KMC. No other testimony was provided. The Commission voted 6-0 to recommend City Council adopt the proposed amendments to the KMC.

Alternatives

Not adopt recommended code revisions.

Fiscal Impact

None.

Through

Gregory McCormick
Feb 12, 11:43:16 GMT-0800 2020

Dept Head Approval

City Mgr Approval

Marie Mosley
Feb 14, 13:34:51 GMT-0800 2020

Attachments: Ordinance

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5858

AN ORDINANCE RELATING TO ZONING AND AMENDING THE STANDARDS FOR ARTERIAL STREET LANDSCAPING CHAPTER OF THE RESIDENTIAL DESIGN STANDARDS AS INCORPORATED BY REFERENCE AND ADOPTED BY SECTION 18.75.010 OF THE KENNEWICK MUNICIPAL CODE

WHEREAS, the Residential Design Standards were adopted by the City Council in 2004 which included development standards for Residential Design Standards for Arterial Street Landscaping to reduce the impact of heavy traffic by using landscaping buffer; and

WHEREAS, this amendment to the Arterial Street Landscaping section of the Residential Design Standards would require street trees be maintained at a minimum height of 20 feet, provided they will not interfere with overhead utility lines; NOW, THEREFORE,

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

Section 1. Arterial Street Landscaping in the Residential Design Standards, as incorporated by reference and adopted by Section 18.75.010 of the Kennewick Municipal Code, be, and the same hereby is, amended as shown on Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5858 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Arterial Street Landscaping

Intent:

To reduce the impact of heavy traffic by using landscaping buffer and provide safe walking environment for the pedestrian. To ensure low maintenance and high performance landscaping and street trees that are appropriate for this climate in conjunction with existing utility poles; and to ensure the appropriate maintenance of landscaping areas.

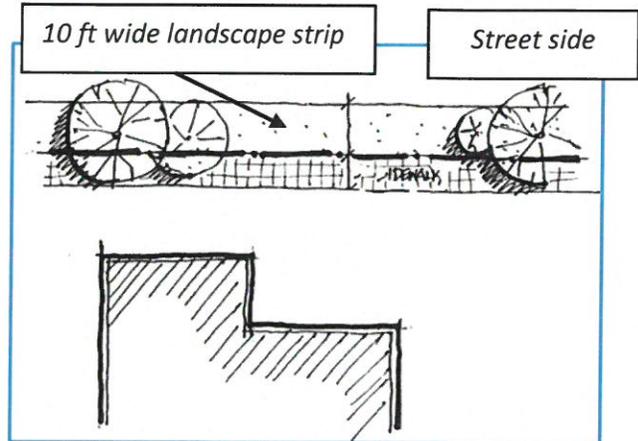
Standards to implement the intent:

Mandatory

1. A minimum 10 feet of landscaping/ planting strip must be provided along the arterial streets between street edges and sidewalks.
2. Plant materials shall be a mixture of drought tolerant deciduous and evergreen trees. Drought tolerant plant materials may contribute up to 50% of the required landscaping ground cover and street trees. Selection of trees and plant materials shall be approved by the City.
3. Street trees must meet standards contained in KMC 18.6421 and must be allowed to mature and maintained at a minimum height of 20 feet, provided they will not interfere with overhead utility lines. Any alternative must be approved by the Director.
4. Street trees shall be planted at least every 40 linear feet or can be planted in groups in the planting strip. Street tree location must be coordinated with lighting plan to minimize interference. A detail landscape plan designed and signed by a licensed Landscape Architect must be submitted for approval by the Planning staff.
5. Sidewalks shall be minimum five feet wide.
6. All landscaping elements, plant materials and street trees shall be planted or installed by the developer and maintained by the Homeowners Association or property owner per KMC 5.56.360.
7. A separate irrigation system designed for the health of the street trees on arterial streets (e.g. drip system) maintained by the owner shall be required.

(Continued to the next page)

City of Kennewick, WA



Landscaping median and street trees on Kellogg Street - Creekstone Development



Street Trees in planting strip between sidewalk and street - 4th Ave in Hansen Park



Landscaping median and street trees on Kellogg Street - Creekstone Development

Arterial Street Landscaping (Contd.)

Recommended

8. Landscaping strip can be a mixture of Hardscape and living plant material with Hardscape consisting maximum 50% of the total planting strip area.
9. Planting strips are encouraged to be Incorporated with the overall storm water plan.
10. Incorporation of artwork with the hardscape is encouraged.

DO NOT



No street trees and narrow planting strip.



Poorly maintained, so sidewalk or planting strip.

Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	02/18/2020
Agenda Item Type	Ordinance		
Subject	Amend Commercial Design Standards -OnsiteTree		
Ordinance/Reso #	5859	Contract #	
Project #		Permit #	
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 type="checkbox"/>

Recommendation

Planning Commission recommends adoption of proposed amendments to street tree requirements.

Motion for Consideration

I move to adopt Ordinance 5859.

Summary

The Benton Public Utility District (BPUD) has been working with the City of Kennewick to reduce conflicts between street trees and overhead utility lines. The BPUD has been spending significant sums of money to prune trees to keep them out of their power lines, and is in support of the list of recommended trees put together by the Mid-Columbia Community Forestry Council (MCCFC). The MCCFC tree list has recommendations for trees allowed under utility lines. In an effort to insure that appropriate trees species are planted under utility lines, staff is recommending the MCCFC tree list be adopted for deciduous trees planted in Kennewick.

In addition to the Landscaping chapter of the KMC, amendments are needed to both the Residential Design Standards and Commercial Design Standards to insure internal consistency in the KMC. These changes are minor and reflect the requirement to utilize trees from the MCCFC tree list that are identified for installation where overhead utility lines are present. The Planning Commission conducted a public hearing at their February 3, 2020 meeting. BPUD's arborist provided testimony in support of the proposed changes to the KMC. No other testimony was provided. The Commission voted 6-0 to recommend City Council adopt the proposed amendments to the KMC.

Alternatives

Do not adopt proposed changes

Fiscal Impact

None.

Through

Gregory McCormick
Feb 12, 11:51:31 GMT-0800 2020

Dept Head Approval

City Mgr Approval

Marie Mosley
Feb 14, 13:35:29 GMT-0800 2020

Attachments: Ordinance

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5859

AN ORDINANCE RELATING TO ZONING AND AMENDING THE STANDARDS FOR ON-SITE TREE RETENTION CHAPTER OF THE COMMERCIAL DESIGN STANDARDS AS INCORPORATED BY REFERENCE AND ADOPTED BY SECTION 18.78.030 OF THE KENNEWICK MUNICIPAL CODE

WHEREAS, the Commercial Design Standards were adopted by the City Council in 2006 which included development standards for Commercial Design Standards for On-Site Tree Retention to preserve and promote natural growth of trees and other landscaping plants to improve the physical environment of businesses; and

WHEREAS, this amendment to the On-Site Tree Retention section of the Commercial Design Standards adds a provision that trees will not interfere with overhead utility lines; NOW, THEREFORE,

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

Section 1. Standards for On-Site Tree Retention in the Commercial Design Standards, as incorporated by reference and adopted by Section 18.78.030 of the Kennewick Municipal Code, be, and the same hereby is, amended as shown on Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5859 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

EXHIBIT A

On-Site Tree Retention

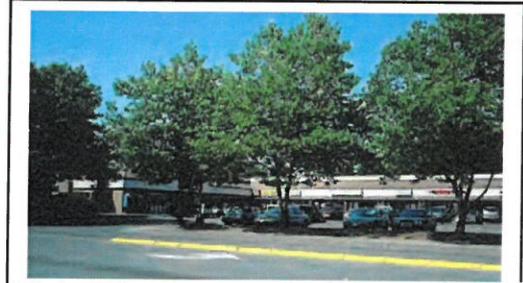
Intent:

To preserve and promote natural growth of trees and other landscaping plants in order to create a sense of place, attract more customers, and improve the physical environment of the businesses.

Standards:

Mandatory

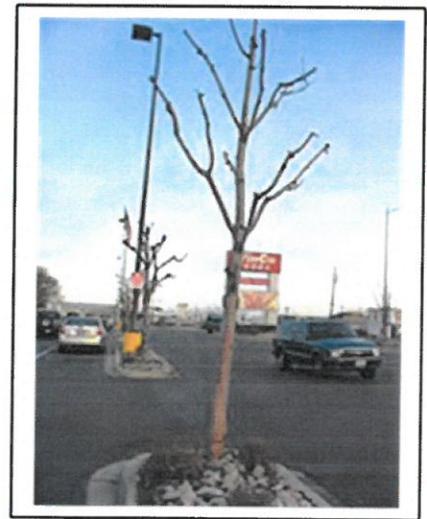
1. Trees, including street and landscaping trees must be allowed to mature and be maintained without obstructing the visual access to the storefront at a height of at least 30 ft, or a height that best reflects the building design, business and storefront character. For example, taller buildings should plant trees that grow up to 40 to 50 ft or more upon maturity, provided they will not interfere with overhead utility lines. Any alternative must be approved by the Director of the Community Planning.



DO: Large trees properly pruned and maintained offer visibility for businesses.

Recommended

2. Existing mature trees should be preserved with their natural sizes and shapes. Pruning of trees is discouraged when it is not consistent with the approved site plan permit, approved landscape plan, overall site design scheme and specific tree characteristics.
3. Businesses should plant larger tree species according to the City's recommended tree listing.
4. Pruning off only lower branches is recommended as trees grow taller, in order to allow greater visibility of storefronts and provide shading.
5. Businesses should hire International Society of Arboriculture (ISA) certified arborists to prune large or small trees.
6. Building layout should be modified to preserve trees. In case it is impossible to preserve existing trees, new trees should be planted at the ratio of at least 2 new trees to replace one mature tree.



DO NOT - Pruning trees from the top branches.

Council Agenda Coversheet



Agenda Item Number	5.e.	Council Date	02/18/2020
Agenda Item Type	Ordinance		
Subject	Amend Commercial Design Standards -Streetscape		
Ordinance/Reso #	5860	Contract #	
Project #		Permit #	
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 type="checkbox"/>

Recommendation

Planning Commission recommends adoption of proposed amendments to the street tree requirements.

Motion for Consideration

I move to adopt Ordinance 5860.

Summary

The Benton Public Utility District (BPUD) has been working with the City of Kennewick to reduce conflicts between street trees and overhead utility lines. The BPUD has been spending significant sums of money to prune trees to keep them out of their power lines, and is in support of the list of recommended trees put together by the Mid-Columbia Community Forestry Council (MCCFC). The MCCFC tree list has recommendations for trees allowed under utility lines. In an effort to insure that appropriate trees species are planted under utility lines, staff is recommending the MCCFC tree list be adopted for deciduous trees planted in Kennewick.

In addition to the Landscaping chapter of the KMC, amendments are needed to both the Residential Design Standards and Commercial Design Standards to insure internal consistency in the KMC. These changes are minor and reflect the requirement to utilize trees from the MCCFC tree list that are identified for installation where overhead utility lines are present. The Planning Commission conducted a public hearing at their February 3, 2020 meeting. BPUD's arborist provided testimony in support of the proposed changes to the KMC. No other testimony was provided. The Commission voted 6-0 to recommend City Council adopt the proposed amendments to the KMC.

Alternatives

Do not adopt recommended code changes

Fiscal Impact

None.

Through

Gregory McCormick
Feb 12, 11:53:57 GMT-0800 2020

Dept Head Approval

City Mgr Approval

Marie Mosley
Feb 14, 13:36:09 GMT-0800 2020

Attachments: Ordinance

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5860

AN ORDINANCE RELATING TO ZONING AND AMENDING THE STANDARDS FOR THE STREETScape CHAPTER OF THE COMMERCIAL DESIGN STANDARDS AS INCORPORATED BY REFERENCE AND ADOPTED BY SECTION 18.78.030 OF THE KENNEWICK MUNICIPAL CODE

WHEREAS, the Commercial Design Standards were adopted by the City Council in 2006 which included development standards for Commercial Design Standards for Streetscape to reduce the impact of heavy traffic and other safe vehicular and pedestrian environment for businesses; and

WHEREAS, this amendment to the Streetscape section of the Commercial Design Standards adds a provision that trees will not interfere with overhead utility lines; NOW, THEREFORE,

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

Section 1. Standards for Streetscape in the Commercial Design Standards, as incorporated by reference and adopted by Section 18.78.030 of the Kennewick Municipal Code, be, and the same hereby is, amended as shown on Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5860 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

EXHIBIT A

Streetscape

Intent:

To increase vitality of the street environment and integrate businesses with the street. To reduce the impact of heavy traffic and offer safe vehicular and pedestrian environment for businesses.

Standards:**Mandatory for All Streets**

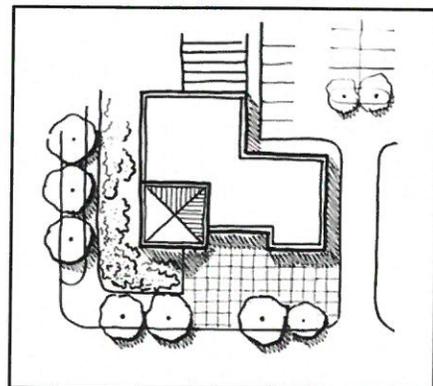
1. Plant material shall be a mixture of drought tolerant deciduous and evergreen trees. Drought tolerant plant materials may contribute up to 50% of the required landscaping ground cover and street trees. Selection of trees and plant materials shall be chosen from the City's recommended planting list or approved by the Planning Director.
2. Street trees must meet standards contained in KMC 18.21 and must be allowed to mature and be maintained without obstructing the visual access to the storefront at a height of at least 30 ft, or taller, except when overhead utility lines are present, that best reflects the building design and business and storefront character.
3. Street trees shall be planted at least every 40 linear feet or be planted in groups in the planting strip. Street tree locations must be coordinated with the street lighting and utility plans to minimize interference. A detailed landscape plan designed and signed by a licensed Landscape Architect or a similar qualified professional must be submitted for approval by the Planning Director.
4. All landscaping elements, plant materials and street trees shall be planted or installed by the developer and maintained by the property owners or business owners. A maintenance agreement among adjoining property owners shall be required; the agreement shall run with the land.
5. A separate irrigation system designed for the health of the street trees on arterial streets (e.g. bubbler system) maintained by the owner shall be required.

DO

Large street trees.



Special pavement, sitting, and trellises on wider sidewalk.



Streetscape coordinated with the business frontage.

(Continued to the next page)

EXHIBIT A

Streetscape (contd.)

Mandatory Option A

- 6. Minimum 7 ft wide planting strip between the road and the sidewalk
- 7. Sidewalk width shall be 7 ft minimum.

Mandatory Option B

- 8. Sidewalk must abut the road.
- 9. Sidewalk width shall be 10 ft minimum with at least 5 ft clear for thorough traffic (i.e. maximum 5 ft wide planting wells, and locations for street lights, benches and other street furnishings within this 5 ft, leaving the rest 5 ft clear for pedestrian).

Recommended

- 10. For Option-A, landscaping strip can be a mixture of hardscape and living plant material with hardscape consisting maximum 50% of the total planting strip area.
- 11. Planting strips are encouraged to be incorporated with the overall storm water drainage plan.
- 12. Incorporation of artwork with the hardscape is encouraged.

DO NOT



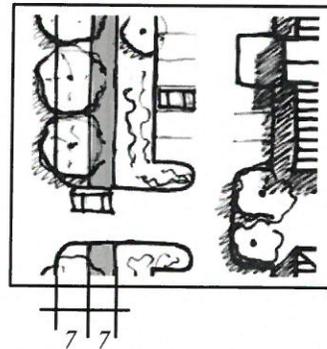
Narrow sidewalk and no landscaping.



No street tree.

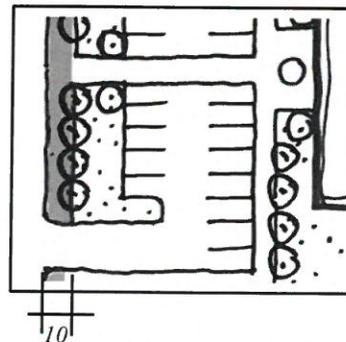
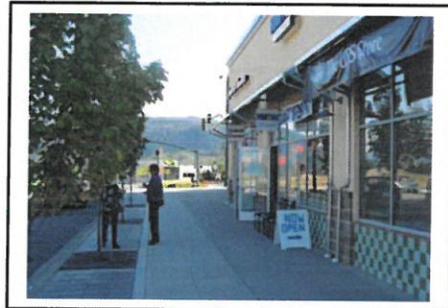
DO

OPTION A



Option A- Planting strip between sidewalk and the street.

OPTION B



Option B - Wider sidewalk with streetscape.

Council Agenda Coversheet



Agenda Item Number	5.f.	Council Date	02/18/2020
Agenda Item Type	Resolution		
Subject	6-Yr Transportation Improvement Plan Amendment		
Ordinance/Reso #	20-01	Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

Staff recommends City Council consider amending the 2020-2025 Six-Year Transportation Improvement Plan (TIP).

Motion for Consideration

I move to adopt Resolution 20-01.

Summary

RCW 35.77.010 requires each city to adopt an annual revised Six-Year Transportation Improvement Plan (STIP) before July 1st of each year, after a public hearing is held to allow for citizen input. The current plan was adopted subsequent to a public hearing on June 18, 2019. The plan is a short-range planning document that shows the sources and amount of funding for transportation improvement projects planned for the next six years.

Since the adoption of the plan, Staff was successful in obtaining Federal funding for three projects listed in the STIP. As a result, the plan will need to be updated to show that Federal funding has now been secured for these projects, which will be as follows:

- (1) Deschutes/Columbia Center Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$86,500 and Right of Way funding of \$173,000 secured (Surface Transportation Block Group).
- (2) Quinault Avenue/Columbia Center Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$86,500 and Right of Way funding of \$173,000 secured (Surface Transportation Block Group).
- (3) Steptoe Street/Gage Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$285,450, Right of Way funding of \$346,000, Construction of \$2,595,000 secured (Surface Transportation Block Group).

We will still be bringing the annual update of the Six-Year Transportation Plan to the Council in June for adoption.

Alternatives

None recommended.

Fiscal Impact

\$3,745,450 savings from the Urban Arterial Street Fund.

Through	Bruce Mills Feb 12, 06:57:55 GMT-0800 2020
Dept Head Approval	Cary Roe Feb 12, 07:54:10 GMT-0800 2020
City Mgr Approval	Marie Mosley Feb 14, 13:37:33 GMT-0800 2020

Attachments:

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-01

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

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

Section 1. The City Council, subsequent to a public hearing on June 18, 2019, approved Resolution 19-11, adopting the 2020 – 2025 Six-Year Transportation Improvement Plan of the City of Kennewick. The 2020 - 2025 Six-Year Transportation Improvement Plan amendment is attached hereto as Exhibit “A”, incorporated herein by this reference, and is hereby adopted by the City Council for the City of Kennewick.

Section 2. Subsequent to the adoption of the 2020 – 2025 Six-Year Transportation Improvement Plan (TIP), an amendment is required to include the following modifications to correctly indicate current project status and funding:

- (1) Deschutes/Columbia Center Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$86,500 and Right of Way funding of \$173,000 secured (Surface Transportation Block Group).
- (2) Quinault Avenue/Columbia Center Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$86,500 and Right of Way funding of \$173,000 secured (Surface Transportation Block Group).
- (3) Steptoe Street/Gage Boulevard Intersection. Funding revised to reflect Preliminary Engineering of \$285,450, Right of Way funding of \$346,000, Construction of \$2,595,000 secured (Surface Transportation Block Group).

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th
day of February, 2020, and signed in authentication of its passage this 18th day of February, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 20-01 filed and recorded in the
office of the City Clerk of the City of Kennewick,
Washington, this 19th day of February, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Kennewick

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03		Deschutes/Columbia Center Boulevard Intersection I/S Deschutes to I/S Columbia Center Blvd Construct a right-turn lane for added turning capacity for west-bound traffic turning north onto Columbia Center Blvd. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd.	kenn71	06/18/19	06/18/19		19-11	03	CGOPS TW	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	STP(UL)	86,500		0	13,500	100,000
S	RW	2021	STP(UL)	173,000		0	27,000	200,000
S	CN	2022		0		0	1,000,000	1,000,000
Totals				259,500		0	1,040,500	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
RW	0	200,000	0	0	0
CN	0	0	1,000,000	0	0
Totals	100,000	200,000	1,000,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Kennewick

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		Quinault & Columbia Center Blvd. Intersection Columbia Center Blvd. to Project will provide a second left-turn lane for added turning capacity for east-bound traffic turning north onto Columbia Center Blvd. A second through-lane is being provided for west-bound traffic on Quinault Ave. along with an additional lane southbound that will turn into the Red Lion. In addition, proposed work will be in preparation for extending third lane south of the intersection for north and south-bound traffic on Columbia Center Blvd.	kenn90	06/18/19	06/18/19		19-11	03	C G P S T W	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	STP(UL)	86,500		0	13,500	100,000
S	RW	2022	STP(UL)	173,000		0	27,000	200,000
S	CN	2023		0		0	1,000,000	1,000,000
Totals				259,500		0	1,040,500	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
RW	0	0	200,000	0	0
CN	0	0	0	1,000,000	0
Totals	100,000	0	200,000	1,000,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Kennewick

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03		Steptoe Street / Gage Boulevard Intersection I/S Steptoe Street to I/S Gage Blvd Improvements consist of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing.	kenn74	06/18/19	06/18/19		19-11	03	C G O P T W	0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	STP(UL)	285,450		0	44,550	330,000
S	RW	2021	STP(UL)	346,000		0	54,000	400,000
S	CN	2022	STP(UL)	2,595,000		0	405,000	3,000,000
Totals				3,226,450		0	503,550	3,730,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	330,000	0	0	0	0
RW	0	400,000	0	0	0
CN	0	0	3,000,000	0	0
Totals	330,000	400,000	3,000,000	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Kennewick	3,745,450	0	2,584,550	6,330,000



City Council Meeting Schedule March 2020

March 3, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

March 10, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Workplace Safety Update
2. Citizen Budget Survey

March 17, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

March 24, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Visit Tri-Cities Annual Update
2. Committee Update

March 31, 2020
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