



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
3. Parks and Facilities Project Update
4. Executive Session - RCW 42.30.110(1)(i)(ii)
Potential Litigation (15 minutes)

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. Three Rivers Campus Update
3. 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



CITY COUNCIL REGULAR MEETING AGENDA

March 17, 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

- Fire Chief Swearing in Ceremony (This will be rescheduled)
- Retirement Recognition – Kay McClure (Ms. McClure will not be in attendance but will be recognized for her service)

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 March 3, 2020.
- b. Motion to approve the Claims Roster for the Toyota Center Operations and Box Office Accounts for January 2020.
- c. Motion to approve Payroll Roster for February 29, 2020.
- d. Motion to authorize the City Manager to sign the Outside Utility Agreement with Juan Vazquez to provide sanitary sewer service.
- e. Motion to authorize the Mayor to sign a license agreement with PV TC144 RV LLC to install a fence in N Belfair Place right-of-way.
- f. Motion to authorize the Mayor to sign Supplemental Agreement No. 3 with HDR Engineering, Inc., for the construction support services for the 18th & Kellogg Reservoir Replacement.
- g. Motion to confirm the appointment of James Driscoll to serve as the City of Kennewick Hearing Examiner and authorize the City Manager to execute the contract.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5865: Change of Zone 20-01, from Residential, Manufactured Home (RMH) to Residential, High Density (RH) at 2652 W. 15th Ave.
- b. Ordinance 5866: Change of Zone 20-02, from Residential, Manufactured Home (RMH) to Residential, High Density (RH) at 3112 W. 27th Ave.
- c. Ordinance 5867: Change of Zone 20-03, from Residential, Low Density (RL) to Commercial, Community (CC) at 7641 Bob Olson Parkway.
- d. Resolution 20-03: Amending KAC Section 13-54-020 Speed Limits (Bob Olson Parkway)

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CITY COUNCIL REGULAR MEETING AGENDA
March 17, 2020 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5861: Vacation of a portion of Public Right-of-Way at 2062 N. Steptoe St.

7. NEW BUSINESS

- a. Emergency Declaration
- b. Upcoming Council Meetings

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
March 3, 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	Greg McCormick	Ken Hohenberg
John Trumbo	Christina Palmer	Evelyn Lusignan
Chuck Torelli	Lisa Beaton	Tracy Rutledge
Jim Millbauer	Cary Roe	
Brad Beauchamp	Terri Wright	
Mayor Don Britain	Dan Legard	
Marie Mosley	Emily Estes-Cross	

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to excuse the absence of Mr. McKay at tonight's meeting. The motion passed unanimously.

Mr. Millbauer led the Pledge of Allegiance.

HONORS & RECOGNITIONS

2020 Census Proclamation – Mayor Britain read the proclamation in its entirety. Jo Breneman, Census Education Coordinator was not in attendance to accept.

Mayor Britain presented a plaque of appreciation to Tracy Rutledge for his 32-years of service.

Mayor Britain stated there would be a 10-minute break to allow everyone the opportunity to congratulate Mr. Rutledge and enjoy some refreshments.

Mayor Britain called the meeting back to order at 6:46 p.m.

2. APPROVAL OF AGENDA

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to move Item 8.a. – Blasting Operations Emergency Moratorium, to immediately follow Item 4. Visitors on the agenda. The motion passed unanimously.

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

3. APPROVAL OF CONSENT AGENDA

- a. (1) Minutes of Regular Meeting of February 18, 2020.
(2) Minutes of Special Meeting of February 25, 2020.
- b. (1) Motion to approve Claims Roster for February 14, 2020.
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for January 2020.
- c. Motion to approve Payroll Roster for February 15, 2020.
- d. Motion to accept the recommendation of the Interview Committee to appoint Marisela Garza to the Arts Commission.
- e. Motion to accept the recommendation of the Interview Committee to reappoint Dave Robertson and appoint KariAnne Clark to the Historic Preservation Commission.
- f. Motion to accept the recommendation of the Interview Committee to reappoint Thomas Moak to the Kennewick Housing Authority.
- g. Motion to accept the recommendation of the Interview Committee to reappoint Jack Anderson and Robert Van Slycke to the Parks & Recreation Commission.

- h. Motion to accept the recommendation of the Interview Committee to reappoint Clark Stolle and appoint Ken Short to the Planning Commission.
- i. Motion to authorize sponsorship of the fireworks for the July 4th River of Fire celebration, as contracted with Western Display Fireworks, in the amount of \$32,100.

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

4. VISITORS

The following commented regarding the blasting at a Canyon Lakes Development:

Fermin Godinez, 2839 W. Kennewick Ave #355, Kennewick
Ryan Burnham, Washington State L&I Explosive Inspector
Larry Schwartz, 1236 Bryden, Lewiston, ID
Paul Parish, 4806 S. Reed St, Kennewick
Ron Asmus, 8202 S. Dawes St, Kennewick
Alan Kowalski, 4004 W. 47th Ave, Kennewick
Jay Loera, 3907W. 43rd Ave, Kennewick
Kevin Tucker, 4520 S. Reed St, Kennewick

Dawn Hansen, 225 Rachel Rd, Kennewick – Thanked Council for their involvement with the Animal Control Shelter

Dave Retter, 3205 S. Auburn St, Kennewick – Thanked the Fire and Police Department for their service.

8. UNFINISHED BUSINESS

a. Blasting Operations Emergency Moratorium

City Attorney Beaton reported that at the City Council meeting on February 18, 2020 City Council directed staff to provide Council with options to address issues surrounding blasting in the Canyon Lakes area. At the City Council Workshop on February 25, 2020 Council considered a proposed ordinance adopting an emergency moratorium to halt all blasting activity until Council could review proposed regulations and a permitting process. A Special Meeting was held after the conclusion of the February 25, 2020 workshop and Council moved to postpone consideration of any action until the March 3, 2020 Council Meeting.

City Attorney Beaton advised Council they have 3 options: (1) Adopt proposed Ordinance 5862 adopting an emergency moratorium to halt all blasting activity in the City of Kennewick; (2) Adopt proposed Ordinance 5868 adopting new chapter 15.35 Blasting Permits to the KMC which is an interim regulation allowing blasting only upon approval of a permit by the City; or (3) Take no action.

Council asked several questions of Ms. Beaton. Fire Marshall Brian Ellis answered questions referred to him by Ms. Beaton.

ORDINANCE NO. 5868

AN ORDINANCE ADOPTING INTERIM REGULATORY AND ZONING CONTROLS RELATING TO BLASTING OPERATIONS WITHIN THE CITY AND SETTING A PUBLIC HEARING THEREON

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance 5868. The motion passed unanimously.

5. ORDINANCE/RESOLUTIONS

a. Ordinance 5855: Build America Bonds. Dan Legard, Finance Director reported.

ORDINANCE NO. 5855

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON, RELATING TO CONTRACTING INDEBTEDNESS; PROVIDING FOR THE ISSUANCE, FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS, AND FIXING THE FORM OF NOT TO EXCEED \$10,000,000 PRINCIPAL AMOUNT LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, TO PROVIDE MONEY WITH WHICH TO PAY COSTS OF REFUNDING THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS, 2010B (TAXABLE BUILD AMERICA BONDS-DIRECT PAYMENT); AUTHORIZING THE PURCHASE OF CERTAIN

OBLIGATIONS OUT OF THE PROCEEDS OF THE SALE OF THE BONDS AND FOR THE USE OF THE MONEY DERIVED FROM THOSE INVESTMENTS; APPOINTING A REFUNDING TRUSTEE AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THAT REFUNDING TRUSTEE; PROVIDING FOR THE CALL, PAYMENT AND REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE PURSUANT TO RCW 39.46.040(2) TO APPROVE THE FINAL TERMS OF THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO, ALL AS MORE PARTICULARLY SET FORTH HEREIN

Mayor Pro Tem Lee moved, seconded by Mr. Trumbo to adopt Ordinance No. 5855. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. (1) Ordinance 5863: AZ 19-01 – Nikitis LLC
- (2) Ordinance 5864: Basin Disposal Franchise

Anthony Muai, Planning Manager reported on both items.

Public hearing was opened at 8:12 p.m.

Scott Carpenter, 2923 S. Yew St, Kennewick – Stated it was hard to find out information regarding this annexation and wanted to know who would be paying for installation of the utilities.

Public hearing was closed at 8:17 p.m.

ORDINANCE NO. 5863

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY LOCATED GENERALLY SOUTH AND WEST OF INTERSTATE 82 AND NORTH OF CHRISTENSEN ROAD (AZ 19-01, NIKITIS, LLC)

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5863. The motion passed unanimously.

ORDINANCE NO. 5864

AN ORDINANCE GRANTING A FRANCHISE TO BASIN DISPOSAL, INC. FOR THE COLLECTION OF GARBAGE AND REFUSE IN THE CITY OF KENNEWICK (AZ 19-01, NIKITIS, LLC)

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5864. The motion passed unanimously.

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting was adjourned at 8:34 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	03/17/2020
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 January 2020.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2020 in the amount of \$481,030.46, comprised of check numbers 21250-21341 in the amount of \$301,422.61 and electronic transfers in the amount of \$179,607.85.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$481,030.46.

Through	Denise Winters Mar 10, 10:26:38 GMT-0700 2020
Dept Head Approval	Dan Legard Mar 11, 09:05:06 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 15:33:37 GMT-0700 2020

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
21250	01/03/2020	Overholt, Ryan	Runner for PJ Masks 1/3/20	1006.1 · Sterling Operating Account	
20-0103	01/03/2020		Runner for PJ Masks 1/3/20	5073 · Reimbursed Outside Services	-250.00
					-250.00
21251	01/09/2020	Dallas Lighting Services	Brian Regan lighting rentals 1/9/20	1006.1 · Sterling Operating Account	
1131	01/03/2020		Brian Regan lighting rentals 1/9/20	5073 · Reimbursed Outside Services	-2,172.00
					-2,172.00
21252	01/09/2020	Ford Audio Service	Audio Services for Brian Regan	1006.1 · Sterling Operating Account	
3386	01/09/2020		Audio Services for Brian Regan	5073 · Reimbursed Outside Services	-4,314.68
					-4,314.68
21253	01/10/2020	Adamson, Janine	Learn to skate coaching December 2019	1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-120.00
					-120.00
21254	01/10/2020	Advanced Protection Services, Inc.	Commercial Ammonia Monitoring 1/1/20-1/31/20	1006.1 · Sterling Operating Account	
R119572	12/31/2019		Commercial Ammonia Monitoring 1/1/20-1/31/20	8039 · Security & Fire Alarm System	-52.07
					-52.07
21255	01/10/2020	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3099734757	12/05/2019		Propane 191.1 gallons 12/04/19	8033 · Propane	-746.75
			Due to TRCC Propane 191.1 gallons 12/04/19	2215 · Due To (From) Convention Center	-186.69
3100537158	12/24/2019		Propane 167.0 12/23/19	8033 · Propane	-650.06
			Due from TRCC Propane 167.0 12/23/19	2215 · Due To (From) Convention Center	-162.52
					-1,746.02
21256	01/10/2020	Apollo Inc		1006.1 · Sterling Operating Account	
940025750	12/18/2019		PO3236 Locker room 3 AC repair	8041 · Repairs & Maintenance-Building	-375.76
940025849	12/23/2019		PO3235 Repair to 14 hands beer portable	8041 · Repairs & Maintenance-Building	-707.05
					-1,082.81
21257	01/10/2020	Athletica Sport Systems	PO3187 Zamboni Supplies	1006.1 · Sterling Operating Account	
411711	12/01/2019		PO3187 Zamboni Supplies	8104 · Ice-Related	-993.60
					-993.60
21258	01/10/2020	Bailey Finney	Refund Adult League	1006.1 · Sterling Operating Account	
Finney	01/08/2020		Refund adult league	5148 · Adult Hockey League	-225.00
					-225.00
21259	01/10/2020	Baskin Robbins	VOID: Lost in Mail, Reissue 2/10/2020	1006.1 · Sterling Operating Account	
					0.00
21260	01/10/2020	Benton PUD		1006.1 · Sterling Operating Account	
SmGenLights	12/13/2019		Small General Service Lights 11/7/19-12/7/19	8036.3 · Electricity	-55.46
			Due from TRCC Small General Service Lights 11/7/19-12/7/19	2215 · Due To (From) Convention Center	-55.46
SmGenSign	12/13/2019		Small General Service Sign 11/7/19-12/7/19	8036.3 · Electricity	-279.91
LrgGenSer	12/13/2019		Large General Service 11/6/19-12/7/19	8036.3 · Electricity	-11,134.06
			(Ice Plant) Large General Service 11/6/19-12/7/19	8036.3 · Electricity	-9,043.23
					-20,568.12
21261	01/10/2020	Berry, Timothy	Learn to skate coaching December 2019	1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-180.00
					-180.00
21262	01/10/2020	Bond, Craig	Learn to skate coaching December 2019	1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-440.00
					-440.00

**Toyota Center and Toyota Arena
Operations Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
21263	01/10/2020	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-440.00
LTSADec2019	12/31/2019		Learn to skate administration December 2019	8065 · Contracted Labor	-1,000.00
					<u>-1,440.00</u>
21264	01/10/2020	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
33710	12/11/2019		Stage set up for Kenny G	5073 · Reimbursed Outside Services	-673.32
33709	12/11/2019		Stage set up for Mannheim Steamroller	5073 · Reimbursed Outside Services	-673.32
					<u>-1,346.64</u>
21265	01/10/2020	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4031242743	12/01/2019		Copier Maintenance QHM07777	8007 · Printing & Copiers	-27.98
					<u>-27.98</u>
21266	01/10/2020	Cascade Natural Gas - COL	Service from 11/7/19-12/9/19	1006.1 · Sterling Operating Account	
Srv11/7-12/9/19	12/10/2019		Service from 11/7/19-12/9/19	8036.2 · Natural Gas	-4,298.80
					<u>-4,298.80</u>
21267	01/10/2020	Cascade Natural Gas - ICE	Service from 11/7/19-12/9/19	1006.1 · Sterling Operating Account	
Srv11/7-12/9/19	12/10/2019		Service from 11/7/19-12/9/19	8036.2 · Natural Gas	-2,034.40
					<u>-2,034.40</u>
21268	01/10/2020	Cash and Carry		1006.1 · Sterling Operating Account	
016207	12/03/2019		Food Purchase for Kenny G & Mannheim 12/3/19	1400.1 · Inventory-Food	-165.98
039457	12/11/2019		Kitchen Supplies 12/11/19	8098.1 · Supplies & Equipment-F&B	-51.89
041554	12/30/2019		Food purchase (backstage for PJ Masks) 12/30/19	1400.1 · Inventory-Food	-261.60
					<u>-479.47</u>
21269	01/10/2020	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsPortland	12/14/2019		Third party sales 12/14/19 AmsVsPortland	5300.7 · Sales-Third Party	-1,067.31
AmsVsSeattle	12/17/2019		Third party sales AmsVsSeattle 12/17/19	5300.7 · Sales-Third Party	-694.68
AmsVsPortland	12/27/2019		Third party sales 12/27/19 AmsVsPortland	5300.7 · Sales-Third Party	-695.29
AmsVsSpokane	12/31/2019		Third party sales 12/31/19 AmsVsSpokane	5300.7 · Sales-Third Party	-1,168.49
AmsVsKelowna	01/05/2020		Third party sales 1/5/20 AmsVsKelowna	5300.7 · Sales-Third Party	-847.68
					<u>-4,473.45</u>
21270	01/10/2020	City of Kennewick-MISC		1006.1 · Sterling Operating Account	
014208	12/09/2019		KPD Off Duty Security Novemember 2019	8065 · Contracted Labor	-2,288.00
014209	12/09/2019		4th Qtr Leasehold Tax	2203 · Leasehold Tax Payable-COK	-1,334.94
					<u>-3,622.94</u>
21271	01/10/2020	City of Kennewick-Water	Water Service from 10/25/19-12/25/19	1006.1 · Sterling Operating Account	
Srv10/25-12/25/19	12/30/2019		Water Service from 10/25/19-12/25/19	8036.4 · Water	-3,227.12
					<u>-3,227.12</u>
21272	01/10/2020	Coca-Cola		1006.1 · Sterling Operating Account	
69361	12/03/2019		Soda Order 12/3/19	1400.1 · Inventory-Food	-1,203.25
69692	12/11/2019		Soda Order 12/11/19	1400.1 · Inventory-Food	-3,138.00
					<u>-4,341.25</u>
21273	01/10/2020	Columbia Basin Pizza Hut Inc.		1006.1 · Sterling Operating Account	
0096043480139	12/14/2019		Pizza order concessions 12/14/19	1400.1 · Inventory-Food	-47.77
0096043480001	12/14/2019		Pizza order concessions 12/14/19	1400.1 · Inventory-Food	-117.28
					<u>-165.05</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
21274	01/10/2020	Columbia Treats		1006.1 · Sterling Operating Account	
AmsVsPortland	12/14/2019		Third Party Sales AmsVsPortland 12/14/19	5300.7 · Sales-Third Party	-919.86
AmsVsSeattle	12/17/2019		Third Party sales AmsVsSeattle 12/17/19	5300.7 · Sales-Third Party	-228.27
AmsVsPortland	12/27/2019		Third party sales 12/27/19 AmsVsPortland	5300.7 · Sales-Third Party	-557.10
AmsVsSpokane	12/31/2019		Third party sales 12/31/19 AmsVsSpokane	5300.7 · Sales-Third Party	-1,069.78
AmsVsKelowna	01/05/2020		Third party sales 1/5/20 AmsVsKelowna	5300.7 · Sales-Third Party	-432.48
					<u>-3,207.49</u>
21275	01/10/2020	Filta	Fryer Cleaning Service	1006.1 · Sterling Operating Account	
448-004789	12/12/2019		Fryer Cleaning Service	8094FB · Outside Services - Food & Bev	-293.22
					<u>-293.22</u>
21276	01/10/2020	Food Services of America		1006.1 · Sterling Operating Account	
9690997	12/03/2019		Food Order 12/3/19	1400.1 · Inventory-Food	-1,937.42
9700714	12/11/2019		Food Order 12/11/19	1400.1 · Inventory-Food	-1,217.99
9700709	12/11/2019		Food Order 12/11/19	1400.1 · Inventory-Food	-5,548.43
					<u>-8,703.84</u>
21277	01/10/2020	Grace McNally	Learn to skate coaching December 2019	1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-120.00
					<u>-120.00</u>
21278	01/10/2020	Hailey Flynn	Refund Learn to skate	1006.1 · Sterling Operating Account	
Flynn	12/30/2019		Refund Learn to skate	5144 · Learn to Skate	-65.00
					<u>-65.00</u>
21279	01/10/2020	Jason Walters	Refund adult league	1006.1 · Sterling Operating Account	
Walters	01/08/2020		Refund adult league	5148 · Adult Hockey League	-102.50
					<u>-102.50</u>
21280	01/10/2020	Katherine Babcock	Learn to skate coaching December 2019	1006.1 · Sterling Operating Account	
LTSDec2019	12/31/2019		Learn to skate coaching December 2019	8065 · Contracted Labor	-105.00
					<u>-105.00</u>
21281	01/10/2020	KC Brand		1006.1 · Sterling Operating Account	
AmsVsPortland	12/14/2019		Third Party Sales AmsVsPortland 12/14/19	5300.7 · Sales-Third Party	-1,398.40
AmsVsSeattle	12/17/2019		Third Party Sales AmsVsSeattle 12/17/19	5300.7 · Sales-Third Party	-379.23
AmsVsPortland	12/27/2019		Third party sales 12/27/19 AmsVsPortland	5300.7 · Sales-Third Party	-887.90
AmsVsSpokane	12/31/2019		Third party sales 12/31/19 AmsVsSpokane	5300.7 · Sales-Third Party	-1,295.69
AmsVsKelowna	01/05/2020		Third party sales 1/5/20 AmsVsKelowna	5300.7 · Sales-Third Party	-419.94
					<u>-4,381.16</u>
21282	01/10/2020	Kimos Sports Bar		1006.1 · Sterling Operating Account	
AmsVsPortland	12/14/2019		Third Party Sales AmsVsPortland 12/14/19	5300.7 · Sales-Third Party	-738.58
AmsVsSeattle	12/17/2019		Third Party Sales AmsVsSeattle 12/17/19	5300.7 · Sales-Third Party	-347.74
AmsVsPortland	12/27/2019		Third party sales 12/27/19 AmsVsPortland	5300.7 · Sales-Third Party	-637.73
AmsVsSpokane	12/31/2019		Third party sales 12/31/19 AmsVsSpokane	5300.7 · Sales-Third Party	-952.56
AmsVsKelowna	01/05/2020		Third party sales 1/5/20 AmsVsKelowna	5300.7 · Sales-Third Party	-378.87
					<u>-3,055.48</u>
21283	01/10/2020	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
925834	12/01/2019		PO3199 Drill bits (late invoice 11/22/19)	8098 · Supplies & Equipment	-20.55
L191025	12/01/2019		Finance charge for PO3199 (late invoice 11/22/19)	8098 · Supplies & Equipment	-0.54
					<u>-21.09</u>
21284	01/10/2020	Mid Columbia Hockey Officials Association		1006.1 · Sterling Operating Account	
19-020	11/20/2019		Adult hockey officials October 2019	8094 · Outside Services	-3,927.00
19-023	12/13/2019		Adult hockey officials November 2019	8094 · Outside Services	-2,874.00
					<u>-6,801.00</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
21285	01/10/2020	Moon Security Services, Inc.		1006.1 · Sterling Operating Account	
1011256	01/01/2020		Basic commercial monitoring - Ammonia TA 1/1/20-1/31/20	8039 · Security & Fire Alarm System	-42.32
1009957	01/01/2020		Basic Fire Monitoring 1/1/20-1/31/20	8039 · Security & Fire Alarm System	-82.64
1009667	01/01/2020		Basic commercial monitoring 1/1/20-1/31/20	8039 · Security & Fire Alarm System	-47.74
1011610	01/01/2020		Kitchen & Vault monitoring 1/1/20-1/31/20	8039FB · Sec & Fire Alarm, Food & Bev	-59.62
			Kitchen & Vault monitoring 1/1/20-1/31/20	8039 · Security & Fire Alarm System	-29.81
			Due from Kitchen & Vault monitoring 1/1/20-1/31/20	2215 · Due To (From) Convention Center	-29.81
					<u>-291.94</u>
21286	01/10/2020	Oxarc	Cylinder Rental	1006.1 · Sterling Operating Account	
30832858	12/02/2019		Cylinder Rental	5073 · Reimbursed Outside Services	-29.57
					<u>-29.57</u>
21287	01/10/2020	Rattlesnake Mountain Brewing Company		1006.1 · Sterling Operating Account	
571002	12/10/2019		Beer Order 12/11/19	1400.2 · Inventory-Beer	-255.00
571003	12/30/2019		Beer Order 12/30/19	1400.2 · Inventory-Beer	-50.00
					<u>-305.00</u>
21288	01/10/2020	Roto-Rooter	Repair to womens toilets (Arena)	1006.1 · Sterling Operating Account	
6961059	12/10/2019		Repair to womens toilets (Arena)	8041 · Repairs & Maintenance-Building	-803.24
					<u>-803.24</u>
21289	01/10/2020	Spectrum Business	Phone and Internet Service 12/26/19-1/25/20	1006.1 · Sterling Operating Account	
	01/01/2020		Internet Service 12/26/19-1/25/20	8034.3 · Internet	-1,719.98
			Phone Service 12/26/19-1/25/20	8034.1 · Telephone	-893.72
					<u>-2,613.70</u>
21290	01/10/2020	Staples/Corp Express, Inc.	PO3231 Office Supplies	1006.1 · Sterling Operating Account	
3433831701	12/14/2019		PO3231 Office Supplies	8005 · Office Supplies	-193.30
			Due from TRCC PO3231 Office Supplies	2215 · Due To (From) Convention Center	-18.58
					<u>-211.88</u>
21291	01/10/2020	Sunbelt Rentals		1006.1 · Sterling Operating Account	
93864185-0001	12/01/2019		Lift for Ghost (invoice 9/25/19)	5073 · Reimbursed Outside Services	-579.27
90355049-0003	12/01/2019		Lift rental 6/3/19-6/11/19 (late invoice 6/11/19)	5073 · Reimbursed Outside Services	-755.81
94134858-0001	12/01/2019		Lift Rental (bldg maint) late invoice 9/25/19	5073 · Reimbursed Outside Services	-702.45
94647706-0001	12/01/2019		Lift rental NF 10/5/19-10/6/19 (late invoice 10/8/19)	5073 · Reimbursed Outside Services	-454.93
94348612-0003	12/01/2019		Lift Rental Marco Solis (late invoice 10/9/19)	5073 · Reimbursed Outside Services	-430.32
96612688-0001	12/06/2019		Lift Rental for Kenny G 12/5/19-12/6/19	5073 · Reimbursed Outside Services	-1,250.33
96642323-0001	12/06/2019		Lift Rental 12/5/19-12/6/19	5073 · Reimbursed Outside Services	-1.44
96942867-0001	12/16/2019		Light Towers	5073 · Reimbursed Outside Services	-220.68
					<u>-4,395.23</u>
21292	01/10/2020	Tri-City Sign and Barricade	PO3223 20 Traffic Cones	1006.1 · Sterling Operating Account	
17309	12/10/2019		PO3223 20 Traffic Cones	5073 · Reimbursed Outside Services	-408.77
					<u>-408.77</u>
21293	01/10/2020	Vistar Corporation	Food order 12/11/19	1006.1 · Sterling Operating Account	
56915492	12/11/2019		Food order 12/11/19	1400.1 · Inventory-Food	-1,486.12
					<u>-1,486.12</u>
21294	01/10/2020	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
578665	12/01/2019		Extermination Services TA-December 2019	8094 · Outside Services	-127.06
578668	12/01/2019		Extermination Services December 2019	8094 · Outside Services	-255.21
					<u>-382.27</u>
21295	01/13/2020	Backstage Electric, Inc.	Electric hookups/permit for Potato Conf 1/20/20	1006.1 · Sterling Operating Account	
2073	01/13/2020		Electric hookups/permit for Potato Conf 1/20/20	5073 · Reimbursed Outside Services	-2,579.18
					<u>-2,579.18</u>

**Toyota Center and Toyota Arena
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Num	Date	Name	Memo	Account	Paid Amount
21296	01/13/2020	BullsEye Merchandising		1006.1 · Sterling Operating Account	
Solis Merch Balanc	12/31/2019		Balance due to vendor for merch sales MAS 9/28/19	3020 · Accrued Accounts Payable	-3,098.85
					<u>-3,098.85</u>
21297	01/13/2020	Dana Torres	Refund LTS-signed up through wrong Toyota Center	1006.1 · Sterling Operating Account	
LTS-Torres	01/13/2020		Refund LTS-signed up through wrong Toyota Center	5144 · Learn to Skate	-15.00
					<u>-15.00</u>
21298	01/13/2020	Ford Audio Service	Audio Services for George Lopez	1006.1 · Sterling Operating Account	
3387	01/13/2020		Audio Services for George Lopez	5073 · Reimbursed Outside Services	-6,165.23
					<u>-6,165.23</u>
21299	01/13/2020	Impact Lighting Systems	Lighting Services for An American in Paris	1006.1 · Sterling Operating Account	
AmericaninParis	01/11/2020		Lighting Services for An American in Paris	5073 · Reimbursed Outside Services	-2,500.00
					<u>-2,500.00</u>
21300	01/13/2020	Rocky Mountain Rigging	Rigging for George Lopez	1006.1 · Sterling Operating Account	
GeorgeLopez	01/11/2020		Rigging for George Lopez	5073 · Reimbursed Outside Services	-2,102.00
					<u>-2,102.00</u>
21301	01/13/2020	Sarah Coie	Refund adult league	1006.1 · Sterling Operating Account	
League-Coie	01/13/2020		Refund adult league	5148 · Adult Hockey League	-210.00
					<u>-210.00</u>
21302	01/13/2020	Trade Show Supply House	Booths, Carpet, Chairs for Potato Confernce 1/20/20-1/23/20	1006.1 · Sterling Operating Account	
3199	01/08/2020		Booths, Carpet, Chairs for Potato Confernce 1/20/20-1/23/20	5010 · In-House Equipment Rental	-13,444.68
					<u>-13,444.68</u>
21303	01/15/2020	Dallas Lighting Services	Lighting rental for George Lopez	1006.1 · Sterling Operating Account	
1132	01/13/2020		Lighting rental for George Lopez	5073 · Reimbursed Outside Services	-3,040.80
					<u>-3,040.80</u>
	01/15/2020	Fire Football	QuickBooks generated zero amount transaction for bill payment stub	1006.1 · Sterling Operating Account	
MO	01/06/2020	Fire Football	Payment toward balance due	2000 · Accounts Payable-Operations	0.00
					<u>0.00</u>
21304	01/17/2020	Alsco	0020000	1006.1 · Sterling Operating Account	
LSPO2257221	12/26/2019		F&B Uniform	8100.2 · Uniforms-F&B	-30.47
					<u>-30.47</u>
21305	01/17/2020	Benton PUD		1006.1 · Sterling Operating Account	
SmGenSign	01/10/2020		Small General Service Sign 12/7/19-1/7/20	8036.3 · Electricity	-272.52
LrgGenSer	01/10/2020		Large General Service 12/7/19-1/7/20	8036 · Utilities	-10,541.48
			Large General Service (Ice Plant) 12/7/19-1/7/20	8036.3 · Electricity	-9,538.79
			Late fee	8036 · Utilities	-201.77
SmGenLights	01/10/2020		Small General Service Lights 12/7/19-1/7/20	8036.3 · Electricity	-62.86
			Due from TRCC Small General Service Lights 12/7/19-1/7/20	2215 · Due To (From) Convention Center	-62.85
					<u>-20,680.27</u>
21306	01/17/2020	Cinnabon		1006.1 · Sterling Operating Account	
34839	12/14/2019		Cinnabon order 12/14/19	1400.1 · Inventory-Food	-60.00
34840	12/17/2019		Cinnabon order 12/17/19	1400.1 · Inventory-Food	-36.00
34841	12/27/2019		Cinnabon order 12/27/19	1400.1 · Inventory-Food	-36.00
					<u>-132.00</u>
21307	01/17/2020	Coca-Cola	Soda order 12/19/19	1006.1 · Sterling Operating Account	
70249	12/19/2019		Soda order 12/19/19	1400.1 · Inventory-Food	-2,296.50
					<u>-2,296.50</u>

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Num	Date	Name	Memo	Account	Paid Amount
21308	01/17/2020	Columbia Basin Pizza Hut Inc.		1006.1 · Sterling Operating Account	
0096043510072	12/17/2019		Pizza order suites 12/17/19	1400.1 · Inventory-Food	-10.86
0096043610001	12/27/2019		Pizza order concessions 12/27/19	1400.1 · Inventory-Food	-100.44
0096043650001	12/31/2019		Pizza order concessions 12/31/19	1400.1 · Inventory-Food	-109.13
0096043650002	12/31/2019		Pizza order concessions 12/31/19	1400.1 · Inventory-Food	-57.00
0096040030070	01/03/2020		Pizza order suites 1/3/20	1400.1 · Inventory-Food	-15.74
0096040050001	01/05/2020		Pizza order concessions 1/5/20	1400.1 · Inventory-Food	-65.69
					<u>-358.86</u>
21309	01/17/2020	Farmer Brothers Coffee	Coffee Order 12/12/19	1006.1 · Sterling Operating Account	
69681759	12/12/2019		Coffee Order 12/12/19	1400.1 · Inventory-Food	-461.60
					<u>-461.60</u>
21310	01/17/2020	Overholt, Ryan	Runner for George Lopez 1/17/20	1006.1 · Sterling Operating Account	
20-0117	01/17/2020		Runner for George Lopez 1/17/20	5073 · Reimbursed Outside Services	-250.00
					<u>-250.00</u>
21311	01/17/2020	Thomas Hammer	Coffee Order 12/17/19	1006.1 · Sterling Operating Account	
IN035400	12/17/2019		Coffee Order 12/17/19	1400.1 · Inventory-Food	-173.00
					<u>-173.00</u>
21312	01/17/2020	US Foods		1006.1 · Sterling Operating Account	
9709589	12/19/2019		Food order 12/19/19	1400.1 · Inventory-Food	-6,609.94
9717335	12/30/2019		Food order 12/30/19	1400.1 · Inventory-Food	-2,266.32
9717338	12/30/2019		Food order 12/30/19	1400.1 · Inventory-Food	-195.55
					<u>-9,071.81</u>
21313	01/21/2020	Farmer's Exchange LLC	Annual Maint for snow blower (invoice date 10/1/19)	1006.1 · Sterling Operating Account	
227713	12/01/2019		Annual Maint for snow blower (invoice date 10/1/19)	8042 · Repairs & Maintenance-Equipment	-163.90
					<u>-163.90</u>
21314	01/21/2020	PeopleReady Inc	4040-1097	1006.1 · Sterling Operating Account	
25544219	01/21/2020		Contracted Labor on 1/13/19	8065 · Contracted Labor	-4,620.53
					<u>-4,620.53</u>
21315	01/30/2020	Tri City Americans		1006.1 · Sterling Operating Account	
12/27 Ams v Portla	12/27/2019	!:AMS - Tri-City Americans Games	Ams vs Portland 12/27/19	3601 · Unearned Revenue-Ticket Sales	-13,100.45
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Portland 12/27/19	5004.10 · Team Share-Suite Revenue	-1,217.29
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Portland 12/27/19	8069.1 · Concessions Share - Team	-1,612.38
12/31 Ams vs Spok	12/31/2019	!:AMS - Tri-City Americans Games	Ams vs Spokane 12/31/19	3601 · Unearned Revenue-Ticket Sales	-27,049.12
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Spokane 12/31/19	5004.10 · Team Share-Suite Revenue	-1,409.88
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Spokane 12/31/19	8069.1 · Concessions Share - Team	-3,878.97
222010120	01/01/2020		Toyota Naming Rights Sponsorship Agreement	5012.10 · Naming Rights-Team Share	-8,333.33
1/10 Ams v Seattle	01/10/2020	!:AMS - Tri-City Americans Games	Ams vs Seattle 1/10/20	3601 · Unearned Revenue-Ticket Sales	-5,838.94
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Seattle 1/10/20	5004.10 · Team Share-Suite Revenue	-899.27
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Seattle 1/10/20	8069.1 · Concessions Share - Team	-1,123.93
1/11 Ams vs Regin	01/11/2020	!:AMS - Tri-City Americans Games	Ams vs Regina 1/11/20	3601 · Unearned Revenue-Ticket Sales	-3,719.76
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Regina 1/11/20	5004.10 · Team Share-Suite Revenue	-650.12
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Regina 1/11/20	8069.1 · Concessions Share - Team	-724.61
1/25 Ams vs Spok	01/25/2020	!:AMS - Tri-City Americans Games	Ams vs Spokane 1/25/20	3601 · Unearned Revenue-Ticket Sales	-17,392.57
		!:AMS - Tri-City Americans Games	Suite Share, Ams vs Spokane 1/25/20	5004.10 · Team Share-Suite Revenue	-1,284.45
		!:AMS - Tri-City Americans Games	Conc Share, Ams vs Spokane 1/25/20	8069.1 · Concessions Share - Team	-3,053.50
					<u>-91,288.57</u>
21316	01/30/2020	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
12778	01/16/2020		TC Fire Alarm Monitoring & Inspection	8039 · Security & Fire Alarm System	-665.58
12779	01/16/2020		TA Fire Alarm Monitoring	8039 · Security & Fire Alarm System	-439.83
P8984	01/16/2020		Materials/Labor for wire run	8039 · Security & Fire Alarm System	-454.49
					<u>-1,559.90</u>

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Num	Date	Name	Memo	Account	Paid Amount
21317	01/30/2020	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3101516538	01/15/2020		Propane 175.0 1/14/20 Due from TRCC Propane 175.0 1/14/20	8033 · Propane 2215 · Due To (From) Convention Center	-683.54 -170.89 <u>-854.43</u>
21318	01/30/2020	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsSeattle	01/10/2020		Third party sales AmsVsSeattle 1/10/20	5300.7 · Sales-Third Party	-833.20
AmsVsRegina	01/11/2020		Third party sales AmsVsRegina 1/11/20	5300.7 · Sales-Third Party	-724.42 <u>-1,557.62</u>
21319	01/30/2020	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
33843	01/14/2020		Stage set up American in Paris 1/13/20	5073 · Reimbursed Outside Services	-673.32
33842	01/15/2020		Stage set up PJ Masks 1/2/20	5073 · Reimbursed Outside Services	-673.32
33879	01/15/2020		Stage set up Brian Regan 1/9/20	5073 · Reimbursed Outside Services	-673.32
33909	01/17/2020		Stage set up George 1/16/20	5073 · Reimbursed Outside Services	-673.32 <u>-2,693.28</u>
21320	01/30/2020	Cash and Carry		1006.1 · Sterling Operating Account	
028783	01/10/2020		Food Purchase-coffee 1/10/20	1400.1 · Inventory-Food	-33.12
029858	01/20/2020		Food purchase 1/20/20 bar, coffee, concessions	1400.1 · Inventory-Food	-167.80
028875	01/11/2020		Food Purchase 1/11/20-Broadway American in Paris	1400.1 · Inventory-Food	-42.58
029082	01/13/2020		Food Purchase 1/13/20 Coffee	1400.1 · Inventory-Food	-42.35 <u>-285.85</u>
21321	01/30/2020	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsSeattle	01/10/2020		Third party sales AmsVsSeattle 1/10/20	5300.7 · Sales-Third Party	-818.68
AmsVsRegina	01/11/2020		Third party sales AmsVsRegina 1/11/20	5300.7 · Sales-Third Party	-795.86 <u>-1,614.54</u>
21322	01/30/2020	Cinnabon	Cinnabon order 1/10/20	1006.1 · Sterling Operating Account	
34211	01/10/2020		Cinnabon order 1/10/20	1400.1 · Inventory-Food	-156.00 <u>-156.00</u>
21323	01/30/2020	Coca-Cola		1006.1 · Sterling Operating Account	
70977	01/08/2020		Soda order 1/8/20	1400.1 · Inventory-Food	-4,504.00
71295	01/15/2020		Soda order 1/15/20	1400.1 · Inventory-Food	-1,123.45
71353	01/15/2020		Soda order 1/15/20	1400.1 · Inventory-Food	-183.75 <u>-5,811.20</u>
21324	01/30/2020	Columbia Basin Pizza Hut Inc.		1006.1 · Sterling Operating Account	
0096040100001	01/10/2020		Pizza for suites 1/10/20	1400.1 · Inventory-Food	-26.60
0096040100002	01/10/2020		Pizza order concessions 1/10/20	1400.1 · Inventory-Food	-91.76
0096040110001	01/11/2020		Pizza order concessions 1/11/20	1400.1 · Inventory-Food	-83.07 <u>-201.43</u>
21325	01/30/2020	Columbia Treats		1006.1 · Sterling Operating Account	
AmsVsSeattle	01/10/2020		Third party sales AmsVsSeattle 1/10/20	5300.7 · Sales-Third Party	-336.85
AmsVsRegna	01/11/2020		Third party sales AmsVsRegna 1/11/20	5300.7 · Sales-Third Party	-504.04 <u>-840.89</u>
21326	01/30/2020	Daktronics	133692-003	1006.1 · Sterling Operating Account	
6871820	12/31/2019		Onsite Technical Services	8041 · Repairs & Maintenance-Building	-2,328.11
521666	01/13/2020		Panels for Marquee	8041 · Repairs & Maintenance-Building	-814.50
522417	01/21/2020		Panels for Marquee	8041 · Repairs & Maintenance-Building	-570.16 <u>-3,712.77</u>
21327	01/30/2020	Filta	Fryer Cleaning Service	1006.1 · Sterling Operating Account	
448-004938	01/15/2020		Fryer Cleaning Service	8094FB · Outside Services - Food & Bev	-293.22 <u>-293.22</u>

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Num	Date	Name	Memo	Account	Paid Amount
21328	01/30/2020	Joseph Perry	Refund adult league	1006.1 · Sterling Operating Account	
Refund-Perry	01/24/2020		Refund adult league	5148 · Adult Hockey League	-420.00
					<u>-420.00</u>
21329	01/30/2020	KC Brand		1006.1 · Sterling Operating Account	
AmsVsSeattle	01/10/2020		Third Party Sales AmsVsSeattle 1/10/20	5300.7 · Sales-Third Party	-933.48
AmsVsRegina	01/11/2020		Third party sales AmsVsRegina 1/11/20	5300.7 · Sales-Third Party	-1,043.48
					<u>-1,976.96</u>
21330	01/30/2020	Kimos Sports Bar		1006.1 · Sterling Operating Account	
AmsVsSeattle	01/10/2020		Third party sales AmsVsSeattle 1/10/20	5300.7 · Sales-Third Party	-494.38
AmsVsRegina	01/11/2020		Third party sales AmsVsRegina 1/11/20	5300.7 · Sales-Third Party	-430.94
					<u>-925.32</u>
21331	01/30/2020	Lee Klejeski	Refund for canceled Broadway show Once	1006.1 · Sterling Operating Account	
BWOnce2020	01/24/2020		Refund for canceled Broadway show Once	3601 · Unearned Revenue-Ticket Sales	-148.50
					<u>-148.50</u>
21332	01/30/2020	Lowe's Commercial Services	PO3222 Expanding Foam	1006.1 · Sterling Operating Account	
916042	12/11/2019		PO3222 Expanding Foam	8098 · Supplies & Equipment	-27.31
					<u>-27.31</u>
21333	01/30/2020	Mona Mah	Refund learn to skate	1006.1 · Sterling Operating Account	
Refund-Mah	01/24/2020		Refund learn to skate	5144 · Learn to Skate	-65.00
					<u>-65.00</u>
21334	01/30/2020	Pacific Backflow Services LLC	Backflow testing services 1/17/20	1006.1 · Sterling Operating Account	
2001171203	01/17/2020		Backflow testing services 1/17/20	8041 · Repairs & Maintenance-Building	-728.04
			Due from TRCC Backflow testing services 1/17/20	2215 · Due To (From) Convention Center	-348.27
					<u>-1,076.31</u>
21335	01/30/2020	Pacific Fire Inspection Services	Fire Sprinkler Inspection	1006.1 · Sterling Operating Account	
2001070900	01/07/2020		Toyota Center Fire Sprinkler Inspection	8041 · Repairs & Maintenance-Building	-505.00
			Toyota Arena Fire Sprinkler Inspection	8041 · Repairs & Maintenance-Building	-345.00
					<u>-850.00</u>
21336	01/30/2020	Pearson, Corey	Reim for pipe supplies for AV	1006.1 · Sterling Operating Account	
Reim/Supplies	01/29/2020		Reim for pipe supplies for AV	8098 · Supplies & Equipment	-86.01
					<u>-86.01</u>
21337	01/30/2020	Rattlesnake Mountain Brewing Company		1006.1 · Sterling Operating Account	
571004	01/08/2020		Beer order 1/8/20	1400.2 · Inventory-Beer	-220.00
571005	01/15/2020		Beer order 1/15/20	1400.2 · Inventory-Beer	-50.00
					<u>-270.00</u>
21338	01/30/2020	Sunbelt Rentals		1006.1 · Sterling Operating Account	
97386070-0001	01/10/2020		Lift rental for PJ Masks	5073 · Reimbursed Outside Services	-283.13
97618641-001	01/17/2020		Lift rental for American in Paris BW	5073 · Reimbursed Outside Services	-389.66
97748062-0001	01/21/2020		Lift Rental for George Lopez	5073 · Reimbursed Outside Services	-566.56
					<u>-1,239.35</u>
21339	01/30/2020	The UPS Store	PO3249 business cards	1006.1 · Sterling Operating Account	
010220K	01/10/2020		PO3249 business cards	8005 · Office Supplies	-835.31
			PO3249 business cards	2215 · Due To (From) Convention Center	-459.02
					<u>-1,294.33</u>

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Num	Date	Name	Memo	Account	Paid Amount
21340	01/30/2020	US Foods		1006.1 · Sterling Operating Account	
9726249	01/08/2020		Food Order 1/8/20	1400.1 · Inventory-Food	-7,521.07
9733745	01/15/2020		Food Order 1/15/20	1400.1 · Inventory-Food	-5,740.70
9734264	01/15/2020		Food Order 1/15/20	1400.1 · Inventory-Food	-30.96
9735638	01/16/2020		Food Order 1/16/20	1400.1 · Inventory-Food	-25.73
9739035	01/20/2020		Food Order 1/20/20	1400.1 · Inventory-Food	-51.46
					<u>-13,369.92</u>
21341	01/30/2020	Vistar Corporation		1006.1 · Sterling Operating Account	
57187255	01/15/2020		Food order 1/15/20	1400.1 · Inventory-Food	-781.96
57128233	01/22/2020		Food Order 1/22/20	1400.1 · Inventory-Food	-1,242.36
					<u>-2,024.32</u>
WIRE	01/06/2020	VenuWorks, Inc.	PJ Masks Settlement	1006.1 · Sterling Operating Account	
PJ Masks 2020	01/06/2020	!PJ Mask	PJ Masks Settlement	5001 · Co-Promotion Revenue	-18,135.01
					<u>-18,135.01</u>
EFT	01/08/2020	The Odom Corporation	Beer order 1/8/20 invoice 11913988	1006.1 · Sterling Operating Account	
			Beer order 1/8/20 invoice 11913988	1400.2 · Inventory-Beer	-1,021.32
					<u>-1,021.32</u>
EFT	01/08/2020	King Beverage Inc.	Beer order 1/8/20 invoice 2163227	1006.1 · Sterling Operating Account	
			Beer order 1/8/20 invoice 2163227	1400.2 · Inventory-Beer	-1,854.33
					<u>-1,854.33</u>
EFT	01/08/2020	King Beverage Inc.	Regulators for Kegerators PO3282 invoice 2666	1006.1 · Sterling Operating Account	
			Regulators for Kegerators PO3282 invoice 2666	8098.1 · Supplies & Equipment-F&B	-272.25
					<u>-272.25</u>
WIRE	01/09/2020	Live Nation	Settlement Brian Regan 1/9/2020	1006.1 · Sterling Operating Account	
Brian Regan 1/9/20	01/09/2020	!Brian Regan !Brian Regan	Brian Regan 1/9/2020 Remote sales commission, Brian Regan 1/9/2020	3601 · Unearned Revenue-Ticket Sales 5001.9 · Settlement Costs	-15,584.90 -282.05
					<u>-15,866.95</u>
ONLINE	01/10/2020	Sterling Change	Change request 01/14/20	1006.1 · Sterling Operating Account	
			Change request 1/14/20	1121 · Vault Cash-F&B	-6,000.00
					<u>-6,000.00</u>
EFT	01/15/2020	The Odom Corporation	Beer order 1/15/20 invoice 12292734	1006.1 · Sterling Operating Account	
			Beer order 1/15/20 invoice 12292734	1400.2 · Inventory-Beer	-126.35
					<u>-126.35</u>
EFT	01/15/2020	King Beverage Inc.	Beer order 1/15/20 invoice 2166750	1006.1 · Sterling Operating Account	
			Beer order 1/15/20 invoice 2166750	1400.2 · Inventory-Beer	-1,802.35
					<u>-1,802.35</u>
EFT	01/15/2020	Southern Wine & Spirits of Washington	Liquor order 1/15/20 invoice 3372787	1006.1 · Sterling Operating Account	
			Liquor order 1/15/20 invoice 3372787	1400.3 · Inventory-Liquor	-1,061.13
					<u>-1,061.13</u>
ONLINE	01/15/2020	Sterling Savings Change	Cash advance request for George Lopez 1/17/20	1006.1 · Sterling Operating Account	
			Cash advance request for George Lopez 1/17/20	1298 · Cash Advances for Events	-5,500.00
					<u>-5,500.00</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
WIRE	01/21/2020	Outback Presents LLC	Settlement George Lopez 1/17/20	1006.1 · Sterling Operating Account	
George Lopez 1/17	01/17/2020		Ticket sales, George Lopez 1/17/20	3601 · Unearned Revenue-Ticket Sales	-90,410.88
			Rebate to show, George Lopez 1/17/20	5001.9 · Settlement Costs	-4,405.47
			Ticket lifts, VIP, George Lopez 1/17/20	3601 · Unearned Revenue-Ticket Sales	-3,117.41
					<u>-97,933.76</u>
ONLINE	01/24/2020	Department of Revenue	Excise Tax Return Dec 2019	1006.1 · Sterling Operating Account	
			B&O Tax Payable Dec 2019	2206 · B&O Tax Payable	-2,862.20
		Department of Revenue	Sales Tax Payable Dec 2019	2201 · *Sales Tax Payable	-12,893.13
			B&O Tax Expense Dec 2019	8241 · Sales, B&O & Use Taxes	-6,833.82
					<u>-22,589.15</u>
EFT	01/24/2020	Southern Wine & Spirits of Washington	Liquor Order 1/24/20 invoice 3381329	1006.1 · Sterling Operating Account	
			Liquor Order 1/24/20 invoice 3381329	1400.3 · Inventory-Liquor	-407.04
					<u>-407.04</u>
EFT	01/24/2020	King Beverage Inc.	Beer order 1/24/20 invoice 2171404	1006.1 · Sterling Operating Account	
			Beer order 1/24/20 invoice 2171404	1400.2 · Inventory-Beer	-1,058.66
					<u>-1,058.66</u>
AUTO	01/31/2020	American Payment Solutions	Credit card processing Jan 2020	1006.1 · Sterling Operating Account	
			Credit card processing Jan 2020	8109 · Credit Card Fees	-407.28
					<u>-407.28</u>
AUTO	01/31/2020	Ignite Payment Systems	Card processing fees - TOYO Jan 2020	1006.1 · Sterling Operating Account	
			Card processing fees - TOYO Jan 2020	8109 · Credit Card Fees	-3,218.37
			Card processing fees - ARENA Jan 2020	8109 · Credit Card Fees	-482.27
					<u>-3,700.64</u>
AUTO	01/31/2020	USAePay	CC processing setup for TOYO - Jan 2020	1006.1 · Sterling Operating Account	
			CC processing setup for Center - Jan 2020	8109 · Credit Card Fees	-22.50
			CC processing setup for Arena - Jan 2020	8109 · Credit Card Fees	-12.50
					<u>-35.00</u>
EFT	01/31/2020	Fintech.net	Transactionals 1/1/20 - 1/31/20	1006.1 · Sterling Operating Account	
			Transactionals 1/1/20 - 1/31/20	8111FB · Banking Fees - Food & Bev	-20.81
					<u>-20.81</u>
Total Paid					\$479,214.64

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 21250-21341	\$ 301,422.61
Electronic transfers	177,792.03
Total	<u>\$ 479,214.64</u>

Exceptions:

**Toyota Center and Toyota Arena
Box Office Claims Roster
January 2020**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	01/07/2020	Sterling Savings Change	Change Order for box office 1/7/20	1006.3 · Sterling Box Office Account	
			Change Order for Box Office 1/7/20	1130 · Vault Cash-Box Office	-1,700.00
					<u>-1,700.00</u>
AUTO	01/31/2020	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
			AMEX Fees - Jan 2020	8109 · Credit Card Fees	-115.82
					<u>-115.82</u>
Total Paid					\$1,815.82

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



Dan Legard, Finance Director

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

Electronic transfers	\$ 1,815.82
	<u>\$ 1,815.82</u>
Total	<u><u>\$ 1,815.82</u></u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	03/17/2020
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 2/29/2020		
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

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 2/29/2020 in the amount of \$2,007,288.41 comprised of check numbers 74441 through 74485 and direct deposit numbers 178925 through 179348.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,007,288.41.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Mar 05, 16:19:02 GMT-0800 2020	
Marie Mosley	
Mar 13, 15:35:26 GMT-0700 2020	

Attachments: payroll roster

Recording
Required?

March 17, 2020

All Departments:

February 29, 2020

ADMINISTRATIVE TEAM	2,407.08
CITY COUNCIL	4,525.00
CITY MANAGER	12,760.04
CIVIL SERVICE	145.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	34,578.44
EMPLOYEE & COMMUNITY RELATIONS	50,476.46
ENGINEERING	55,865.98
FACILITIES & GROUNDS	62,753.96
FINANCE	54,657.57
FIRE	105,922.10
LEGAL SERVICES	47,454.10
MANAGEMENT SERVICES	73,217.18
POLICE	532,935.58
	<hr/>
Subtotal General Fund	1,037,698.49
	<hr/>
STREETS	12,244.59
TRAFFIC	29,747.06
	<hr/>
Subtotal Street Fund	41,991.65
	<hr/>
BI-PIN	11,150.40
BUILDING SAFETY	40,268.72
COMMUNITY DEVELOPMENT	4,025.18
CRIMINAL JUSTICE	79,685.37
EQUIPMENT RENTAL	12,552.33
MEDICAL SERVICES	339,196.04
RISK MANAGEMENT	3,639.30
STORMWATER UTILITY	22,312.45
WATER & SEWER	141,046.00
	<hr/>
Subtotal Other Funds	653,875.79
	<hr/>
Total Salaries and Wages	1,733,565.93
	<hr/>
<u>Benefits:</u>	
Industrial Insurance	28,895.06
Medical Retirement Account	3,412.50
Retirement	139,176.67
Social Security (FICA)	100,176.00
WA Family Leave	2,062.25
	<hr/>
	273,722.48
	<hr/>
Total Benefits	
Grand Total	\$2,007,288.41
	<hr/> <hr/>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,007,288.41 comprised of check numbers 74441 through 74485 and direct deposit numbers 178925 through 179348.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	03/17/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Outside Utility Agreement		
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 City Manager to sign the Outside Utility Agreement with Juan Vazquez to provide sanitary sewer service.

Motion for Consideration

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

Summary

Juan Vazquez owns parcel number 1-2999-305-0007-020 in Tri-City Heights which is located outside the City Limits. City of Kennewick Sanitary Sewer serves this area and is available in Arrowhead Ave adjacent said property. This Outside Utility Agreement will allow connection from parcel number 1-2999-305-0007-020 to City of Kennewick Sanitary Sewer upon permitting and payment of applicable connection fees.

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

Alternatives

N/A

Fiscal Impact

N/A

Through	John Cowling Mar 06, 11:05:22 GMT-0800 2020
Dept Head Approval	Cary Roe Mar 11, 07:00:54 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 15:37:49 GMT-0700 2020

Attachments: Agreement

Recording Required?

After Recording, Return to:

City of Kennewick
P.O. Box 6108
Kennewick WA 99336

**CITY OF KENNEWICK
OUTSIDE UTILITY AGREEMENT**

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

Owner Name: Juan Vazquez
Address: _____
Parcel Number: 1-2999-305-0007-020
Legal Description: TRI-CITY HEIGHTS NO. 1, BLOCK 7, LOT 20. TOGETHER WITH VACATED ADJACENT BONNIE AVENUE 2-25-52

SECTION 1. DEFINITIONS.

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

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

SECTION 2. RECITALS.

- 2.1 The City of Kennewick is not legally required to provide water and/or sewer service to property located outside of the Kennewick city limits.
- 2.2 Pursuant to Kennewick Municipal Code (KMC) 14.10.040 and 14.22.040(1), no extensions of the public water system or public sewer system shall be made outside of city limits except by contract approved by City Council.
- 2.3 Paragraph 2 of Resolution 13-28 provides that in exchange for supplying utility services, property owners are to sign an Outside Utility Agreement which conveys to the City the right to petition for annexation or protest any annexation or proposed annexation of the property receiving utility services.
- 2.4 The Outside Utility Agreement signed by the property owner(s) does not result in immediate annexation of the owner’s property, but instead grants the City of

Kennewick the authority to act on the property owner's behalf with regard to the issue of annexation should the property ever become eligible for annexation.

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

SECTION 3. UTILITY SERVICE CONDITIONS.

- 3.1 **Annexation Agreement.** In consideration and as a condition of receiving water and/or sewer service provided by the City of Kennewick, and for not denying a local improvement district as authorized under RCW 35.43.075, Owner agrees that at such time as the City desires to annex the property as shown in "Exhibit A," Owner shall fully cooperate with and agree to the annexation as follows:
- 3.1.1 Owner has been advised and understands that the City may commence annexation proceedings regarding the property as shown in "Exhibit A" at any time after the property becomes eligible for annexation following the authorization and recording of this Agreement.
 - 3.1.2 Whenever so requested, Owner shall sign any letter, notice, petition, or other document initiating, furthering, or accomplishing the annexation of the property as shown in "Exhibit A" to the City.
 - 3.1.3 Owner agrees that this document, once signed and recorded, shall be considered a valid petition for annexation of the property as shown in "Exhibit A," or any portion thereof, subject to any debt or zoning requirements imposed by the City upon such petition.
 - 3.1.4 By entering into this Agreement, Owner knowingly, intelligently, and voluntarily waives any right to actively protest annexation of the property receiving utility services, whether annexation be by petition or otherwise.
 - 3.1.5 By accepting the terms of this Agreement, Owner grants to the City an irrevocable power of attorney to execute any annexation documents on behalf of the Owner, or as may be necessary to complete the annexation, so long as the City remains a municipal corporation. This power of attorney shall not be affected by the disability of the principal.
- 3.2 **Utility Improvements.** Water and/or sewer service shall not be provided until all applicable utility improvements are constructed, inspected and approved, and meet City standards and specifications. Owner shall pay to the City, when due, all connection charges, capital recovery fees, service fees, local improvement assessments, and any other charges and fees required by law to be paid for the utility services being applied for. Connection to, or extension of, the public utility system will be at Owner's expense and liability. Further, Owner is required to obtain and record any easements as may be required.
- 3.3 **Change in Development.** Any change in the site development from the approved use or corresponding development plan as provided to the City, that is determined by the City to constitute a significant change in the demand on the utility system, may result in the imposition of additional conditions to this Agreement, or the revocation of this Agreement.
- 3.4 **Fire Protection.** The City's approval of water service does not guarantee fire protection flow requirements.

SECTION 4. MISCELLANEOUS PROVISIONS.

- 4.1 **Modification.** No modification of this Agreement, with the exception of the conditions imposed by the City pursuant to subsection 3.2 of this Agreement, shall be made unless mutually agreed upon by the parties in writing.
- 4.2 **Severability.** In the event that any term or clause of this Agreement conflicts with applicable law, the conflicting term shall be severed, and such conflict shall not affect the other terms and conditions of this Agreement.
- 4.3 **Costs and Attorney Fees.** In the event that litigation of this Agreement results between the parties hereto, the prevailing party shall be awarded, in addition to other damages allowed by law, its reasonable attorney fees and costs incurred in pursuing such litigation. Further, Owner agrees that, should it be necessary for the City to enforce any of the provisions of this Agreement, Owner shall pay to the City all reasonable attorney fees and costs incurred by the City in enforcing this Agreement.
- 4.4 **Agreement Runs With Land.** The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon the heirs, successors, and assigns of the Owner.
- 4.5 **Community Property.** When the property receiving utility services is community property, Owner acknowledges and agrees that subsequent removal of one spouse's name from the property's title does not void, rescind, or otherwise invalidate this Agreement.
- 4.6 **Recording.** This Agreement shall be recorded immediately upon execution among the land records of the Benton County Auditor. In addition, this Agreement shall be recorded and shall appear on the title of each parcel or lot that is created as a result of the subdivision of the property, if applicable. All recordings of this Agreement shall occur at Owner's expense.
- 4.7 **Breach.** The failure to meet any of the terms or conditions of this Agreement shall constitute a material breach of this Agreement. In the event of a breach, the City may, in addition to any other remedy provided by law, refuse to provide water and/or sewer service to the breaching party or the affected property.
- 4.8 **Release of Claims.** By signing this Agreement, Owner releases the City from any and all lawsuits, claims, causes of action, damages or fees, whether known or unknown, that it may have or may bring against the City as a result of the process for obtaining the water and/or sewer service as contemplated by this Agreement.
- 4.9 **Complete Agreement.** This Agreement represents and contains the entire understanding between Owner and the City with regard to obtaining water and/or sewer services outside of City limits. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document. Any such prior agreements are specifically terminated.

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

Dated this 20 day of 26, 2020.

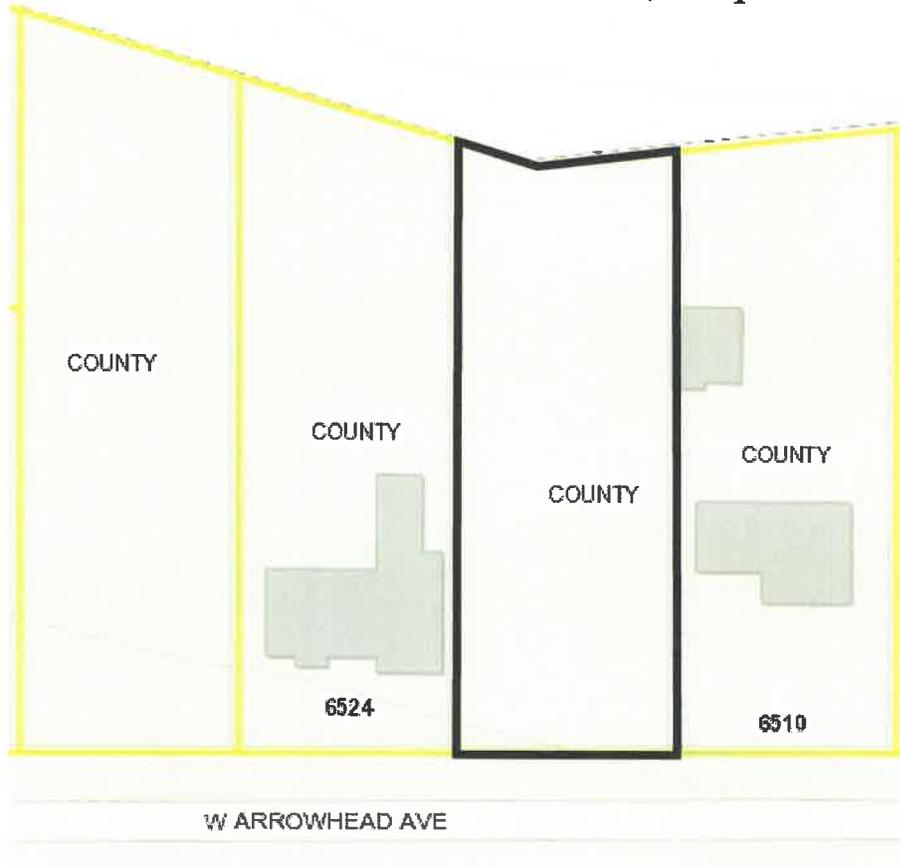


Signature of Property Owner
Printed Legal Name: Juan Vazquez

City Manager (Representative)

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

Exhibit A, Map



Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	03/17/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	License Agreement - Belfair - PV TC144 RV LLC		
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 with PV TC144 RV LLC to install a fence in N Belfair Place right-of-way.

Motion for Consideration

I move to authorize the Mayor to sign a license agreement with PV TC144 RV LLC to install a fence in N Belfair Place right-of-way.

Summary

The applicant owns a mobile home park along the east side of N Belfair Place, and desires to place a fence for security along his property in the right-of-way. This section of Belfair Place ends in a private road to the north, and the City has no plans to do any widening or other work in the area of the proposed fence.

The applicant will pay the recording fee, maintain insurance holding the City harmless, and will pay a \$100/year administrative fee.

The license agreement also notifies the applicant that the City may take back this area at any time in the future, with no compensation to the applicant.

Staff recommends granting the license agreement.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Mar 11, 07:13:19 GMT-0700 2020
Dept Head Approval	Cary Roe Mar 11, 15:06:26 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 17:04:11 GMT-0700 2020

Attachments: Map Agreement

Recording Required?

After Recording Return to:
City Clerk's Office
PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 129993000007000
Location: 7322 W. Bonnie Avenue

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and PV TC144 RV Park LLC (hereinafter referred to as the "Licensee"), hereby agree as follows:

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

A License Agreement lying in a portion of the Northwest quarter of the Southwest quarter of Section 29, Township 9 North, Range 29 East, Willamette Meridian, being more particularly described as follows:

A 15.00 foot wide strip lying south and east of the following described line;

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 29;

Thence North 00°55'15" West along the west line of said Northwest quarter for a distance of 202.92 feet;

Thence North 87°38'57" East for a distance of 428.67 feet and a point on the easterly right of way line of North Belfair Street and also the True Point of Beginning;

Thence South 87°38'57" West for a distance of 15.49 feet;

Thence South 12°10'12" West along a line that is 15.00 westerly and parallel with the easterly right of way line of North Belfair Street for a distance of 126.66 feet to a point on the northerly right of way line of Columbia Irrigation Districts canal and the Terminus of said described line;

Said License Agreement contains 1,830 square feet, more or less.

2. This license is granted to allow the Licensee, at his request, to use the property solely for the installation and maintenance of a fence (hereinafter referred to as "improvements"). The improvements shall not encroach on the existing roadways 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 One Hundred dollars (\$100.00) per year to maintain this license agreement. 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 (\$107.50) 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:

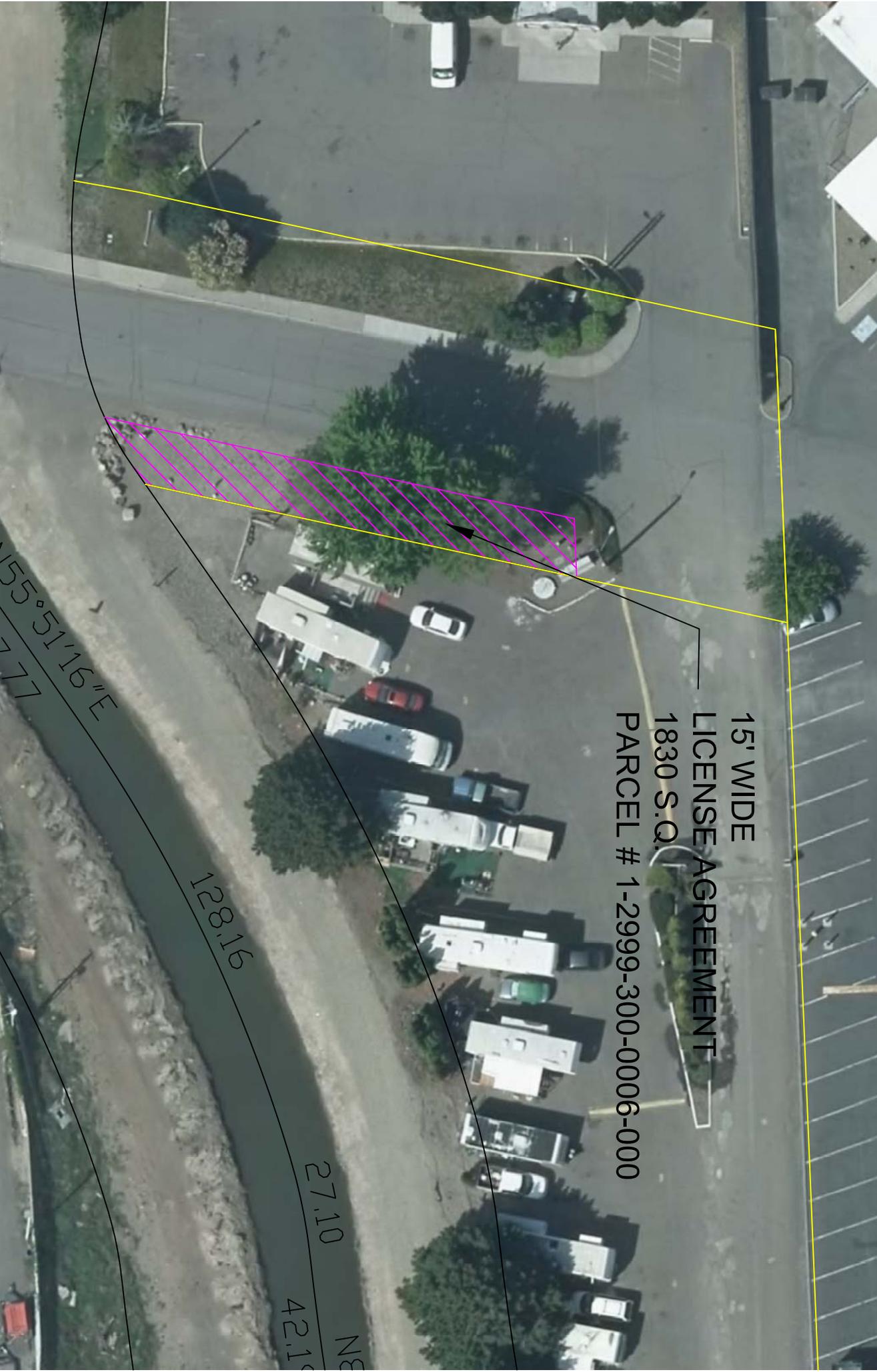
LISA BEATON, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this _____ day of _____, 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 _____
My Commission Expires:



15' WIDE
LICENSE AGREEMENT
1830 S.O.
PARCEL # 1-2999-300-0006-000

155°51'16"E
77

128.16

27.10

42.10 N8

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	03/17/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	18th & Kellogg Reservoir Replacement		
Ordinance/Reso #		Contract #	
Project #	P1810	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 the City Council authorize the Mayor to sign the Supplemental Agreement No. 3 with HDR Engineering, Inc., for the construction support services for the 18th & Kellogg Reservoir Replacement.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 3 with HDR Engineering, Inc., for the construction support services for the 18th & Kellogg Reservoir Replacement.

Summary

The 18th & Kellogg Reservoir Replacement professional services agreement provides for the replacement of the existing 10 million gallon (MG) concrete and 0.5 MG steel reservoirs. The existing potable water reservoir has expended 75% or more of its useful life. A new 6 MG concrete reservoir will be constructed adjacent to the existing reservoir, followed by demolition of the existing reservoirs leaving space for a future second concrete reservoir. This project will also construct a water pump station dedicated to convey water west to the existing Zone 3 Kansas reservoir. The project is generally located northwest of W Creekstone Dr and S Irving St nestled within the Creekstone development.

The original agreement signed on May 1, 2018, authorized HDR Engineering, Inc., to perform a 30% level of design which included a Basis of Design Report (BODR).

Supplemental Agreement No. 1 signed on December 18, 2018, authorized HDR Engineering, Inc., to perform a detailed design and bidding support.

Supplemental Agreement No. 2 signed on September 3, 2019, authorized additional time to complete detailed design and bidding support.

This supplemental agreement (No. 3) provides for construction support services in the amount of \$256,400.

Alternatives

None Recommended

Fiscal Impact

Original PSA & Supplement Agreements No. 1 & 2:	\$1,025,700
Supplemental Agreement No. 3:	\$ 256,400
Management Reserve:	\$ 70,000
Total:	\$ 1,352,100

Through	John Cowling Mar 10, 15:58:38 GMT-0700 2020
Dept Head Approval	Cary Roe Mar 11, 06:55:32 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 15:41:08 GMT-0700 2020

Attachments: Supplemental #3

Recording Required?

**SUPPLEMENTAL AGREEMENT #3 for
Task 300 – Construction Support Services
Between Owner and Consultant**

P-1810, 18TH & KELLOGG RESERVOIR REPLACEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 17th day of March, 2020 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the 18th & Kellogg Reservoir Replacement, said agreement being dated May 1, 2018; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Exhibit A2, SCOPE OF SERVICES – Task 300,

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to complete all work described in Exhibit A2 under this Agreement by **June 30th, 2022**.

Section 4, PAYMENT, first paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **Time & Materials with a total amount of \$1,282,100** (Original agreement \$327,300 for pre-design, Supplement #1 \$698,400 for detailed design, Supplement #2 \$0 for no cost time extension, **Supplement #3 for construction support services \$256,400**) by the OWNER to complete construction support services described in Exhibit A2 of Supplemental Agreement No. 3 (attached).

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this agreement, shall not exceed \$1,352,100 which includes the Management Reserve Funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

HDR ENGINEERING, INC.

Don Britain, Mayor



Karen Doherty, Sr. Vice President

EXHIBIT A2: Detailed Scope of Work

18th & Kellogg Reservoir Replacement Task 300 – Construction Phase Support Services

Scope of Services

March 2020



**2805 St Andrews Loop
Suite A
Pasco, WA 99301
(509) 546-2040**

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EXHIBIT A

SCOPE OF SERVICES

Background

This scope of services is to provide Construction Phase Support Services for the City of Kennewick (City). The City is planning to replace the existing Zone 2 18th and Kellogg reservoirs with one new pre-stressed concrete tank now and a second pre-stressed concrete tank in the future. The major project components include:

- Replace the existing Zone 2 18th & Kellogg reservoirs with a new 6 MG pre-stressed concrete reservoir. The new reservoir will be equipped with a mechanical mixer and other accessories such as vents, valved outlets, and access hatches. The existing 10 MG concrete and 0.5 MG steel reservoirs will be demolished after the construction of the new 6 MG reservoir.
- Install a new booster pump station at the 18th & Kellogg site dedicated to the Zone 3 Kansas Reservoir. The new pump station will be equipped with three vertical turbine barrel mounted pumps and include space for four future pumps that will eventually replace the existing 18th & Kellogg booster pump station. The new pump station will also include an electrical room and a chemical room with a new on-site hypochlorite generation system. The discharge pipeline that will connect the new pump station to the Kansas Reservoir will be designed and installed by others.
- Build a new access road to the 18th & Kellogg water facility that connects with Irving Street. The new access road will be integrated with the community walking path and allow larger equipment such as cranes access to the site.
- Improve the facility's yard piping to create space for the new reservoir and pump station and to provide the new reservoir with separate inlet and outlet pipes. The new yard piping will also include new yard structures including inlet, outlet/underdrain collection and metering vaults.
- Replace approximately 800 feet of the 30-inch pipeline that delivers water to the 18th & Kellogg Facility with a new 30-inch pipeline that is at a lower elevation.
- Connect the new reservoir's overflow and drain system with Creekstone's existing storm drain system.
- Maintain the visual quality and character of the existing park and reservoir.

The City intends to utilize consultant engineering services to perform the project in the following three task execution approach:

- Task 100 – Preliminary Engineering
- Task 200 – Detailed Design and Bid Support
- Task 300 – Construction Phase Support Services

This scope describes the third (Task 300) of those three tasks, as provided by their consulting engineer (HDR).

General Scope

The scope objective of this task is for HDR to provide Construction Phase Support Services as needed for the construction of the major project components listed above.

General Assumptions

The following general assumptions are common to all tasks under this scope of work unless stated otherwise:

- City will be the lead and administer the construction contract and perform construction observations.
- City will be the main point of contact for the Contractor.
- HDR will assist the City during the construction phase in a supporting role.

Scope of Services

Task 300 Construction Phase Support Services

Objective

Under this task, HDR will provide support services as needed during the construction phase of the 18th & Kellogg Reservoir Replacement Project.

Task 301 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing for Construction Phase Support Services of the 18th & Kellogg Reservoir Replacement Project.

HDR Services

1. Update the existing Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Prepare monthly invoices formatted in accordance with contract terms.

6. HDR shall conduct a Project Approach and Resource Review (PARR) to review the project, team, and resources needed for the project with senior management.

City Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The Task 300 duration will be 24 months.
2. Project manager will review any scope, schedule, or budget issues with the client Project Manager at bi-weekly construction meetings. No hours or expenses will be included for monthly project management meetings in Task 300.
3. Invoices will be HDR standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables

1. Monthly reports and invoices (e-mailed PDF files).
2. Monthly project budget updates.

Task 302 Support Services During Construction

Objective

HDR shall furnish design staff familiar with the project, on an as needed basis, to assist the City with the administration of the Construction Contract in accordance with the terms and conditions of the Construction Contract.

HDR Services

Support Services during Construction

1. *Submittal Review*: Upon specific request from the City, HDR shall review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
2. *Request for Information (RFI)*: Upon specific request from the City, HDR shall assist with responses to questions by the Contractor on the drawings, specifications, or other Contract document.
3. *Field Orders*: Upon specific request from the City, HDR shall assist with the coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price.
4. Change Order Process
 - A. *Change Proposal Requests (CPRs)*: Upon specific request from the City, HDR shall assist with the coordination and review to identify the need for changes to Work

consistent with the design intent which require changes in Contract Price and/or Contract Time and it is appropriate to receive the proposed Contract Price and Time adjustments upfront.

- B. *Work Change Directives (WCDs)*: Upon specific request from the City, HDR shall assist with providing a directive to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to the project schedule. Changes in Contract Price and/or Contract Time will be tracked on a time and materials basis.
- C. *Change Orders*: Upon specific request from the City, HDR shall assist with coordinating the combining of change documentation from CPRs and WCDs into Change Orders for execution by Contractor and City.

Contract Administration and Document Management

1. HDR will maintain an internal tracking log for submittals, RFIs, field orders, change proposal requests, work change directives, and change orders received from the City.
2. Meetings
 - a. *Pre-Construction Conference*: HDR will attend a Pre-Construction Conference with the City and the Contractor. The purpose of this Conference is to establish a working understanding among parties as to the Work, discuss the construction schedule and activities, discuss the schedule of submittals, discuss the schedule of values, discuss procedures for handling shop drawings and other submittals, discuss procedures for processing applications for payment, discuss requirements for maintaining records, discuss impacts to existing utilities, and discuss other requirements of the Contract Documents.
 - b. *Bi-Weekly Construction Meetings*: HDR will attend bi-weekly construction meetings with the Contractor's representative(s) and City's Representative to assist in implementing the construction process.

Sub-consultant Services

MacKay Sposito Services

HDR will subcontract with MacKay Sposito to provide the following services:

Support Services during Construction

1. *Submittal Review*: Upon specific request from HDR, MacKay Sposito will review landscaping, seeding, and irrigation submittals prepared by the contractor. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
2. *Requests for Information (RFI)*: Upon specific request from HDR, MacKay Sposito will assist with responses to questions by the Contractor on the landscaping and irrigation drawings, specifications, or other Contract documents.
3. *Field Orders*: Upon specific request from the HDR, MacKay Sposito will assist with the coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price.
4. *Change Orders Process*: Upon specific request from HDR, MacKay Sposito will assist with the change order process which may include:

- a. Assisting HDR with the coordination and review of Change Proposal Requests.
- b. Assisting HDR with providing Work Change Directives.
- c. Assisting HDR with coordinating the combining of change documentation from CPRs and WCDs into Change Orders for execution by Contractor and City.

Contract Administration and Document Management

1. *Bi-Weekly Construction Meetings*: Upon specific request from HDR, MacKay Sposito will attend up to two (2) bi-weekly construction meetings.
 - a. Attendance at the first meeting should be during the initial demolition of the existing irrigation systems to confirm mainline connections, control wiring, and temporary irrigation needs.
 - b. Attendance at the second meeting should occur after demolition of the existing irrigation system is complete with the purpose of reviewing the existing landscaping.

Peterson Structural Engineers (PSE) Services

HDR will subcontract with Peterson Structural Engineers to provide the following services:

Support Services during Construction

1. *Submittal Review*: Upon specific request from HDR, PSE will review structural submittals prepared by the Contractor. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
2. *Requests for Information (RFI)*: Upon specific request from HDR, PSE will assist with responses to questions by the Contractor on the structural drawings, specifications, or other Contract documents.

Contract Administration and Document Management

1. *Pre-Construction Conference*: PSE will remotely attend the Pre-Construction Conference.
2. *Pre-Pour Meeting*: PSE will remotely attend the Pre-Pour meeting for the new reservoir.
3. *Bi-Weekly Construction Meetings*: Upon specific request from HDR, PSE will remotely attend up to thirty (30) bi-weekly construction meetings.

Shannon & Wilson Services

HDR will subcontract with Shannon & Wilson to provide the following services:

Support Services during Construction

1. *Submittal Review*: Upon specific request from HDR, Shannon & Wilson will review submittals for conformance to the geotechnical recommendations, and contract plans and specifications.
2. *Requests for Information (RFI)*: Upon specific request from HDR, Shannon & Wilson will assist with responses to questions by the Contractor as they pertain to geotechnical elements of the project.

Contract Administration and Document Management

1. *Bi-Weekly Construction Meetings*: Upon specific request from HDR, Shannon & Wilson will attend bi-weekly construction meetings.

City Responsibilities

1. Perform all construction administration services.
2. Prepare, conduct, and administer the pre-construction conference, bi-weekly construction meetings and other job related meetings.
3. The City will review and negotiate the time and material pricing for work change directives.

Assumptions

1. Submittal Review
 - A. The City will receive and process all submittals from Contractor and involve HDR at their discretion.
 - B. HDR will not review or comment on submittals related to temporary items and construction aides such as shoring, formwork, and dewatering. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and HDR will not review for the content, compliance, or calculations. HDR is not responsible for the content of the submittal.
 - C. Reviews of requests for substitution are not included in this scope. If requested by the City then HDR's time to process, review, and respond to request will be billed to City as a separate, out-of-scope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).
 - D. Actual review time may vary depending upon the complexity of the shop drawing. It is estimated that, on average, each submittal item will take four (4) hours for the HDR Team to review and process and each re-submittal item will take two (2) hours for HDR Team to review and process. Budget is based on
 - i. HDR reviewing sixty (60) shop drawings for the project with thirty (30) requiring re-submittal.
 - 1) Review of Operation and Maintenance Manuals are included in the submittal count.
 - ii. MacKay Sposito reviewing four (4) shop drawings for the project with four (4) requiring re-submittal.
 - iii. PSE reviewing sixteen (16) shop drawings for the project with eight (8) requiring re-submittal.
 - iv. Shannon & Wilson reviewing three (3) shop drawings for the project with two (2) requiring re-submittal.
 - E. If a submittal is determined to be incomplete when compared against the requirements the Contract Documents, it will be rejected.
 - F. Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-of-scope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).
2. Request for Information
 - A. The City will receive and process all RFIs from Contractor and involve HDR at their discretion.
 - B. HDR's review of RFIs regarding the design will be advisory and complementary to the design intent.

-
- C. The fee for this sub-task is based on:
 - i. HDR reviewing and responding to thirty eight (38) RFIs for the project.
 - ii. MacKay Sposito reviewing and responding to four (4) RFIs for the project.
 - iii. PSE reviewing and responding to thirty five (35) RFIs for the project.
 - iv. Shannon & Wilson reviewing and responding to three (3) RFIs for the project.
 - D. Actual review and response time may vary depending upon clarity and complexity of the RFI. It is estimated that, on average, it will take two (2) hours for HDR and its sub consultants to review and respond to each RFI.
3. Field Orders
- A. HDR will provide assistance with Field Orders when specifically requested by the City.
 - B. Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, City initiated changes, or unanticipated conditions.
 - C. The fee for this task is based upon
 - i. HDR preparing and processing three (3) Field Orders for the project.
 - ii. MacKay Sposito preparing and processing one (1) Field Order for the project.
 - D. Actual preparation and processing time may vary depending upon the complexity of the Field Order. It is estimated that, on average, it will take two (2) hours for HDR and its subconsultants to prepare and process each Field Order.
4. Change Proposal Requests
- A. HDR will provide assistance with Change Proposal Requests when specifically requested by the City.
 - B. Negotiations between HDR and Contractor are not binding until accepted by the City.
 - C. The fee for this sub-task is based upon HDR preparing, processing, and negotiating pricing of three (3) Change Proposal Requests for the project.
 - D. Actual preparation, processing, and negotiating time may vary depending upon the complexity of the Change Proposal Request. It is estimated that, on average, it will take six (6) hours for HDR to prepare, process, and negotiate pricing for each Change Proposal Request.
5. Work Change Directives
- A. HDR will provide assistance with Work Change Directives when specifically requested by the City.
 - B. The fee for this task is based upon HDR preparing and processing three (3) Work Change Directives for the project.
 - C. Actual preparation, processing, and review time may vary depending upon the complexity of the Work Change Directive. On average, it is estimated that it will take three (3) hours for HDR to prepare, process, review, and issue a decision for each Work Change Directive.
6. Change Orders
- A. City has the sole responsibility to authorize any changes to the construction contract.
 - B. HDR will provide assistance with Change Orders when specifically requested by the City.

-
- C. The fee for this task is based upon
 - i. HDR preparing and processing three (3) Change Orders for the project.
 - ii. Mackay Sposito preparing and processing one (1) Change Order for the project.
 - D. Actual preparation and processing response time may vary depending upon the complexity of the Change Order. It is estimated that, on average, it will take six (6) hours for HDR and its subconsultants to prepare and process each Change Order.
7. Pre-Construction Conference
- A. The City will prepare, conduct, and administer the Pre-Construction Conference.
 - B. The Pre-Construction Conference will occur at the City's Municipal Services Department located at 1010 E. Chemical Dr, Kennewick, WA 99336.
 - C. One and a half (1.5) hours has been budgeted for HDR's project manager attendance at this meeting.
8. Bi-Weekly Construction Progress Meetings
- A. The City will prepare, conduct, and administer the Bi-Weekly Construction Progress Meetings.
 - B. Bi-Weekly Construction Progress Meetings will occur in the Contractor's trailer at the construction site and will involve HDR's project manager, and each meeting will last up to one (1) hour each.
 - C. One and a half (1.5) hours have been budgeted for HDR's project manager attendance at this meeting.
 - D. Up to forty (40) bi-weekly construction progress meetings for the project are included for this task.
9. Pre-Pour Conference
- A. The City will prepare, conduct, and administer the Pre-Pour Conference.
 - B. The Pre-Pour Conference will occur in the Contractor's trailer at the construction site.
 - C. HDR's Project Manager will not attend the Pre-Pour Conference.
 - D. PSE will attend remotely.

Deliverables

- 1. Submittal Review
 - A. Comments and shop drawing responses transmitted to the City via e-mail.
- 2. Request for Information
 - A. RFI responses transmitted to the City via e-mail.
- 3. Field Orders
 - A. Field Orders transmitted to City via e-mail.
- 4. Change Proposal Requests
 - A. Change Proposal Requests and Engineer's Decision transmitted to the City via e-mail.
- 5. Work Change Directives

-
- A. Work Change Directives and Engineer's Decisions transmitted to the City via e-mail.
 - 6. Change Orders
 - A. Change Order, including supporting information for each Change Order, transmitted to City via e-mail.

Task 303 Field Services

Objective

Determine general conformance of construction work observed with the requirements of the Contract Documents through observation of the Work.

HDR Services

- 1. Perform periodic site visits to provide the following services:
 - A. Observe the vertical turbine pumps vibration analysis.
 - B. Observe the initiation and completion of the Demonstration Period

Sub-Consultant Services

MacKay Sposito Services

HDR will subcontract with MacKay Sposito to provide the following services:

- 1. Attend one (1) coordination meeting with the landscape contractor to review the contract documents and answer questions. The meeting will last no more than 3 hours (including travel time). Meeting minutes, notes or summary of the meeting is not included in this task.

PSE Services

HDR will subcontract with PSE to provide the following services:

- 1. Perform periodic site visits to observe construction progress and Contractor adherence to structural related aspects of the contract documents including:
 - A. Observe and document construction of the new reservoir.
 - B. Observe and document construction of the new pump station.
 - C. Observe and document construction of the retaining wall and yard vaults.
 - D. PSE's field representative will prepare a daily field report to summarize the notable events observed or reported during their time on site. The daily field report will document their construction observations via notes and/or photographs, and recommended additional actions to the City. Reviewed and finalized daily field reports will be provided by the PSE project manager to the designated HDR representative, typically within three (3) working days following the observations.

Shannon & Wilson Services

HDR will subcontract with Shannon & Wilson to provide the following services:

- 1. Perform periodic site visits to observe construction progress and Contractor adherence to the geotechnical-construction related aspects of the contract documents including:

- A. Observe and document subgrade preparation, proof rolling, and base rock and subdrain placement. Shannon & Wilson's field representative will prepare a log showing the sequence and relative timing of construction events; exposed subgrade materials; the consistency and behavior of encountered subsurface materials; presence and estimated amount of groundwater; subgrade preparation and performance testing, including equipment and efforts; base rock placement, compaction, and performance testing; and sub drain placement.
2. Shannon & Wilson's field representative will prepare a daily field report to summarize the notable events observed or reported during their time on site. The daily field report will document their construction observations via notes and/or photographs, and recommended additional actions to the City. Reviewed and finalized daily field reports will be provided by the Shannon & Wilson project manager to the designated HDR representative, typically within three (3) working days following the observations.

City Responsibilities

1. Perform construction observation services during the construction phase.
2. Arrange for (through its Contract with the Contractor) safe access to and make all provisions for HDR and its subconsultants to enter upon public and private property as required for HDR to perform services under the Agreement.
3. Provide HDR with the findings and reports generated by the entities providing laboratory, inspection, or monitoring services other than those being provided by the HDR Team.
4. Prepare, conduct, and administer the Substantial Completion and final completion inspections.
5. Materials testing

Assumptions

1. HDR and its sub consultants will provide construction observation services only when specifically requested by the City.
2. HDR's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
3. HDR shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
4. HDR shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
5. Observations will be performed in accordance with industry-recognized standard practices.
6. Contractor is responsible for compliance with permit conditions; therefore HDR cannot ensure Contractor's compliance with permit conditions. HDR will only notify City of observed conditions and violations.
7. Monitoring removal and/or disposal of contaminated materials is not included.
8. The fee for observing the vertical turbine pumps vibration analysis is based on eight (8) hours for one (1) HDR representative.

9. The fee for observing the structural construction of the reservoir is based on a maximum of seven (7) site visits for one (1) PSE representative. Each site visit is budgeted for eight (8) hours.
10. The fee for observing the structural construction of the pump station is based on a maximum of four (4) site visits for one (1) PSE representative. Each site visit is budgeted for eight (8) hours.
11. The fee for observing the structural construction of the retaining wall and yard vaults is based on a maximum of two (2) site visits for one (1) PSE representative. Each site visit is budgeted for eight (8) hours
12. The fee for observing subgrade preparation, proof rolling, and base rock and subdrain placement is based on a maximum of one hundred and eighty six hours (186) for Shannon & Wilson representatives.
13. Additional site visits per the request of the Owner will be at additional cost.
14. Should Contractor elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, Consultant will require that City authorize field observation services prior to Consultant starting observation.
15. If additional labor and expenses for performing observation services outside normal working hours or beyond estimate included in this task are required due to increased construction duration, the City will increase the fee for this activity as a separate, additional fee activity which the City could recover from Contractor through a construction contract change when appropriate.
16. HDR's observation or monitoring portions of the work performed under construction contracts shall not relieve the Contractor from its responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of the contractor or other parties on the project
17. If requested by the City, HDR will provide up to eight (8) hours of operational support throughout the Demonstration Period.

Deliverables

1. Daily field reports transmitted to City via e-mail in .pdf format for days observation has occurred.
2. Photographs to City via e-mail.
3. Draft and final construction observation report.

Task 304 Construction Close-Out

Objective

Achieve an orderly, well-documented and complete close-out of the construction contract.

HDR Services

This task includes services related to closing out the construction contract. Specific activities conducted by Consultant will be done on an as needed basis as requested by the City and will include the following:

Facility Startup Assistance

1. An operations specialist from HDR will be onsite for the startup of the vertical turbine pumps.

Record Drawings

1. HDR will prepare one record drawing set based on the combined set markups provided by the City.

Sub-Consultant Services

MacKay Sposito Services

HDR will subcontract with MacKay Sposito to provide the following services:

1. Develop record irrigation and landscaping drawings based on information provided by the Contractor.

PSE Services

HDR will subcontract with PSE to provide the following services:

1. Develop record structural drawings based on information provided by the Contractor.

City Responsibilities

1. Provide one combined set of markups for incorporation into the Record Drawing set.
2. Provide drawing file numbers for record drawing sheets.

Assumptions

1. HDR will assist with construction close out activities upon specific request by the City.
2. HDR and its sub consultants will not participate in the substantial and final completion inspections.
3. Contractor will red-line a full size (24 IN x 36 IN) hard copy of the construction contract documents on a monthly basis to incorporate RFIs, Field Orders, Change Proposal Requests, submittal data, and changes based on records received from both Consultant and City.
4. The Contractor and City will provide a combined set of markups for HDR to incorporate into the record drawing set.
5. HDR CAD Technicians will prepare the record drawing set based solely on the combined set of markups provided by the City.
 - A. HDR Engineers will not review record drawing information provided by Contractor or City.
6. The City will have no comments on the record drawing set prepared by HDR.
7. Record drawing set will include:
 - A. One PDF copy of the final record drawings that show:

- i. Auditors fee numbers for easements.
 - ii. Drawing file number on each sheet.
- B. One TIFF copy of each sheet of the final record drawings.
 - C. Copies of all recorded easements that were created with the project.
 - D. Engineer’s seals and stamps on the cover sheet.

Deliverables

- 1. Record Drawing Set in .pdf format and TIFF format.

Fee

The estimated fee for this scope of work is detailed below. Fees shall be earned on a time and materials basis.

Task	Labor	Expense	Total
301 – Project Management	\$19,900	\$100	\$20,000
302 – Support Services During Construction	\$146,200	\$100	\$146,300
303 – Field Services	\$66,800	\$500	\$67,300
304 – Construction Closeout	\$20,100	\$300	\$20,400
Subtotal			\$254,000
Escalation			\$2,400
Total			\$256,400

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Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	03/17/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Hearing Examiner Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Approve Hearing Examiner Agreement and authorize the City Manager to execute the contract.

Motion for Consideration

I move to confirm the appointment of James Driscoll to serve as the City of Kennewick Hearing Examiner and authorize the City Manager to execute the contract.

Summary

In 2010 the City of Kennewick adopted a Hearing Examiner system to conduct quasi-judicial hearings for land use decisions and appeals. Per KMC 4.02.030 the Hearing Examiner is appointed by the City Manager and subject to confirmation by the Kennewick City Council. Since 2011 the City has appointed James Driscoll to serve as the City's Hearing Examiner. The current contract for the Hearing Examiner will expire at the end of March 2020.

City Staff recommends Council confirm the City Manager's appointment of James Driscoll to be the City's Hearing Examiner. Staff also recommends council authorize the City Manager to sign the contract with James Driscoll. The contract term is for three years. The compensation includes a Day of Service fee of \$1,000.00 per hearing date and an hourly fee of \$200.00 per hour for written decisions, recommendations, pre-hearing and post hearing orders, additional prehearing conferences and settlement agreements.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Mar 11, 12:25:43 GMT-0700 2020
Dept Head Approval	Lisa Beaton Mar 11, 12:27:59 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 15:43:53 GMT-0700 2020

Attachments: Agreement

Recording Required?

HEARING EXAMINER AGREEMENT
BETWEEN
JAMES M. DRISCOLL
AND
CITY OF KENNEWICK

THIS AGREEMENT is entered into on the date last below written between the CITY OF KENNEWICK, WASHINGTON (“City”) and JAMES M. DRISCOLL, hereinafter called “the Hearing Examiner.”

WHEREAS, the City desires to retain the services of a Hearing Examiner; and

WHEREAS, the City has passed Ordinance 5321 and Ordinance 5322 creating the Office of the Hearing Examiner under the Kennewick Municipal Code, Chapter 4.02, to provide a single, efficient, integrated, land use regulatory decision-making process and public hearing system; to render land use regulatory decisions, provide a greater degree of due process in land use regulatory decision-making and public hearings; to provide a single, efficient integrated system for hearing appeals of administrative decisions and provide a forum to hear other matters as established by City Code; and

WHEREAS the City is therefore prepared to engage the services of the Hearing Examiner to provide the necessary Hearing Examiner Services; and

WHEREAS, the Hearing Examiner has represented to the City that the Hearing Examiner is in compliance with the professional registration statutes of the State of Washington, and has signified a willingness to furnish Hearing Examiner services to the City; NOW, THEREFORE,

IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Hearing Examiner. The City hereby retains the Hearing Examiner to perform the professional services described in the scope of work which is attached hereto as Exhibit A, and incorporated herein by reference. The Hearing Examiner shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. Payment.
 - A. The City shall pay the Hearing Examiner at the rate(s) set forth in Exhibit A for all services performed and expenses incurred under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.

- B. The Hearing Examiner shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.
 - C. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
 - D. The Hearing Examiner shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Hearing Examiner's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.
 - E. If the services rendered do not meet the requirements of this Agreement, the Hearing Examiner will correct or modify the work to comply with the terms of this Agreement. Correction of typographical and other clerical errors made by the Hearing Examiner shall be made at no cost to the City. The City may withhold payment for services that do not meet the requirements of this Agreement until such time as the work is corrected.
3. Discrimination and Compliance with Laws.
- A. The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - B. The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - C. Violation of this Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
4. Term and Termination of Agreement.
- A. This Agreement shall commence on April 1, 2020, and remain in effect until March 31, 2023, unless sooner terminated or unless the City and the Hearing Examiner mutually agree in writing to extend the term of said Agreement.
 - B. This Agreement may be terminated by the City, without cause, upon ninety (90) days written notice. This Agreement may be terminated by the Hearing Examiner,

without cause, upon ninety (90) days written notice. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner, pursuant to this Agreement, shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

5. Renewal. This Agreement may be renewed at the City's option. The City shall notify the Hearing Examiner of the City's desire to renew at least thirty (30) days in advance of the expiration date of the then-current term. The City or Hearing Examiner may propose changes in any specific term of this Agreement, including, but not limited to, the flat fee and hourly rate set forth on Exhibit A as part of the renewal and any such changes shall become a part of the Agreement for the renewal term if the parties mutually agree. In the event that a new Agreement is not negotiated prior to the end of the term, the Agreement shall automatically renew for a period of three months.
6. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given in person, by U.S. mail, or by courier services with confirmation of receipt, to the addresses set forth below:

Hearing Examiner:

James M. Driscoll
6730 Sycamore N W
Seattle, WA 98177

City:

Marie Mosley
City Manager
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336

7. Ownership of Work Products. The City shall keep the official record in each Hearing Examiner matter and all primary copies of exhibits. The Hearing Examiner shall possess only secondary, working copies of all data, materials, reports, memoranda and any other documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 4 above, the Hearing Examiner shall complete any outstanding, unfinished matter within 90 days and consistent with state law. All completed decisions shall become the property of the City. The City agrees that if it uses products prepared by the Hearing Examiner for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Hearing Examiner harmless from such use. Upon termination of this Agreement, the Hearing Examiner shall return any working copies in their possession, as requested by the City, but shall be entitled to retain attorney work product.
8. General Administration and Management. For matters involving land use decisions or appeals, City of Kennewick Planning Director, or their designee, shall be responsible for coordinating the work of the Hearing Examiner, shall provide any necessary information for and direction of the Hearing Examiner's services in order to ensure that such services

meet the requirements of this Agreement, and shall be responsible for reviewing, monitoring, and approving the quality of such work. For matters involving administrative appeals, the City Clerk shall be responsible for coordinating the work of the Hearing Examiner. The parties understand that the Hearing Examiner will work independently and without direct supervision and that the only direction provided by the City will be administrative in nature.

9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Hearing Examiner and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
10. Legal Representation. Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision-maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the actions taken, and/or the decision rendered, are within the scope of the quasi-judicial duties called for in this Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken, and/or decision rendered, is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken, and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this Agreement shall apply.
11. Indemnity. The Hearing Examiner agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Hearing Examiner, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Hearing Examiner, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
 - A. The Hearing Examiner's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by, or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
 - B. The Hearing Examiner's obligations to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Hearing Examiner and the City, or of the Hearing Examiner and a third party, other than an officer, agent, or employee of the Hearing Examiner, shall apply only to the extent of the negligence or willful misconduct of the Hearing Examiner.

- C. The City agrees to hold harmless, indemnify and defend the Hearing Examiner from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Hearing Examiner.
12. City Business License. The Hearing Examiner has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this Agreement. The Hearing Examiner will maintain the business license in good standing throughout the term of this Agreement.
13. Subletting or Assigning Agreement. Neither the City nor the Hearing Examiner shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.
14. Further Support. The City makes no commitment and assumes no obligations for the support of the Hearing Examiner's activities except as set forth in this Agreement.
15. Independent Contractor. The Hearing Examiner is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.
16. Compliance and Governing Law. The Hearing Examiner shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
17. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Hearing Examiner for any breach of the Agreement by the Hearing Examiner, or for failure of the Hearing Examiner to perform work required of it under the Agreement with the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.
18. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree

that such actions shall be initiated in the Superior Court of the State of Washington, in and for Benton County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Hearing Examiner hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Benton County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

20. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 9 day of March, 2020.

CITY OF KENNEWICK

HEARING EXAMINER

By: _____
MARIE E. MOSLEY, City Manager

By: 
JAMES M. DRISCOLL

Approved as to form:

By: _____
LISA BEATON, City Attorney

EXHIBIT A

SCOPE OF WORK

1. Scope of Work. The Hearing Examiner shall perform all services and provide all goods as identified below.
2. City Direction. All duties shall be performed pursuant to the direction of the City Manager, the Planning Director or other designee.
3. Designated Hearing Examiner. The City of Kennewick hereby designates James M. Driscoll as the City's Hearing Examiner
4. Hearing Examiner Responsibilities.
 - a. The Hearing Examiner shall provide services and fulfill duties set forth in the following:
 - i. Kennewick Municipal Code, Section 4.02.080, Hearing Examiner Duties;
 - ii. Such other matters as may be designated by Council;
 - iii. Provide Rules of Procedure for the Office of the Hearing Examiner for Council's review and approval;
 - iv. Code Enforcement Appeals per KMC 9.44; and
 - v. Annual Presentations to Council.
 - b. Additional services and duties described by new ordinances, regulations, or procedures may be added by written agreement of the parties. At the time additional duties are added, compensation for such duties shall be negotiated in a separate scope of work.
 - c. The Hearing Examiner will work independently and without direct supervision. They will remain fully knowledgeable regarding the City of Kennewick zoning codes and all other City codes, ordinances, resolutions, regulations or policies affecting the areas of concern related to the Hearing Examiner's duties. The City will provide all municipal codes, ordinances, resolutions, regulations, policies and guidelines and revisions thereto, necessary for the Hearing Examiner to maintain the required level of knowledge and understanding.
5. Schedule of Hearings.
 - a. Hearings will be regularly scheduled for the second Monday evening of every month.

The Hearing Examiner or Planning Staff may, on occasion, request to conduct hearings on alternative days of the month per the availability of the Hearing

Examiner and the mutual agreement of the parties, without amendment of this Agreement.

- b. The City Staff member who acts as the primary contact for the Hearing Examiner shall contact both Hearing Examiners at the earliest date upon which it is known that a docket will be held, in all cases in advance of publication of notice of hearing. The Hearing Examiners will alert the City Staff contact as soon as possible which of the two will cover any docket of which they are notified.
6. Performance Standard. All duties shall be performed to the City's satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing findings of fact and conclusion of law which are clear and based on sound reasoning and all applicable law. When deemed appropriate by the Hearing Examiner, he will make site visits to familiarize himself with the site of the proposed land use and surrounding areas.
 7. Administrative Support. The City of Kennewick will provide administrative support services to the Hearing Examiner. These include:
 - a. Coordinate and assign hearing schedule with Hearing Examiner and City Departments;
 - b. Advertise hearings according to legal requirements;
 - c. Attend all hearings to setup meeting room, record and create a record of the hearings;
 - d. Maintain the official City file for each case;
 - e. Perform administrative duties for the Hearing Examiner as required;
 - f. Coordinate distribution of Hearing Examiner's decisions to City departments and all Parties of Record;
 - g. Screen correspondence, email, and telephone calls to the Hearing Examiner in an effort to assure that prohibited *ex parte* contacts are not made;
 - h. Process and approve all Hearing Examiner invoices;
 - i. Oversee any contract changes on an annual basis; and
 - j. Keep the Hearing Examiner apprised of all ordinance amendments or enactments relating to the provisions governing land use and Hearing Examiner services by sending copies of ordinances as soon as possible after adoption.
 8. Compensation. In consideration of the Hearing Examiner performing the services under the Scope of Work, the City agrees to pay the Hearing Examiner as follows:
 - a. The City of Kennewick will pay a Day of Service fee of \$1,000.00 per hearing date, which covers hearing preparation, a pre-hearing conference, hearing time, and travel. A fee of \$200.00 per hour will be paid for writing decisions and/or recommendations, pre-hearing and post-hearing orders, orders pursuant to motions made by the parties, additional prehearing conferences, and settlement agreements.

- b. In the event that a pre-hearing conference results in cancellation of the hearing date (due to settlement, withdrawal, or dismissal) the pre-hearing conference and associated preparation time shall be billed in the first year at an hourly rate of \$200.00 per hour up to a maximum of \$1,000.00 (the Day of Service fee).
 - c. A fee of \$200.00 per hour for preparation of rules of procedure and any staff training sessions, if such services are requested by the City.
 - d. The Hearing Examiner shall be responsible for the cost of transportation.
9. Term of Agreement. This Agreement shall commence on April 1, 2020, and continue through March 31, 2023. The Agreement may be extended for additional periods of time upon mutual agreement of the City and the Hearing Examiner, and with appropriate modifications as negotiated and agreed by the parties, per Section 5 of this Agreement.
10. Access to City Legal Staff and Documents. The Hearing Examiner shall be entitled to consult with the City's legal staff and to have access to such City legal documents and supporting materials as may be necessary to fulfill the functions of the Hearing Examiner's office, provided that such consultation and access can be permitted within the bounds of professional ethics and standards applicable to the Hearing Examiner and the City legal staff, and without jeopardizing the integrity of any pending proceedings before the Hearing Examiner. In the event of conflict perceived by either City legal staff, or the Hearing Examiner, the City shall provide access to alternate legal counsel as may be required by the Hearing Examiner to perform his/her duties under this Agreement.
11. Advice to the City. The Hearing Examiner will meet with City staff and City Council as needed and scheduled by the City, to advise the City regarding clarity and adequacy of City codes, regulations, and procedures, and other legal issues bearing on land use, and other matters relating to the Hearing Examiner's duties and responsibilities. If additional meetings are required from time-to-time, the Hearing Examiner and the City will mutually agree on time, place, and participants to be included in such discussions. The Hearing Examiner will coordinate his assessment and his advice to the City at least annually to identify issues and confer on possible actions the City might take to improve its codes, regulations, and/or processes. Hearing Examiner time spent on such advisory duties will be compensated at the same professional rate agreed above.

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	03/17/2020
Agenda Item Type	Ordinance		
Subject	COZ 20-01 (McKay, 2652 W. 15th Ave)		
Ordinance/Reso #	5865	Contract #	
Project #	COZ 20-01	Permit #	PLN-2020-00189
Department	Community 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 20-01.

Motion for Consideration

I move to adopt Ordinance 5865.

Summary

William McKay has applied to change the zoning of 4.19 acres from Residential Manufactured Home (RMH) to Residential, High Density (RH). The RH zone is an implementing zoning district of the High Density Residential Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 2652 W. 15th Ave. The adjacent properties are zoned Residential Suburban (RS), Residential Low Density (RL), Residential Manufactured Home (RMH), Residential Medium Density (RM), Public Facility (PF), Industrial Light (IL) and Open Space (OS).

The Planning Commission held a public hearing to review the proposal on March 2, 2020. At the hearing, staff presented an overview of the staff report. The applicant's representative spoke in favor of the request. Three persons spoke in favor of ministorage units being built and against apartments being built. The Planning Commission voted 5 to 0 to recommend approval of COZ 20-01 to City Council.

Alternatives

None recommended.

Fiscal Impact

None at this time.

Through	Anthony Muai Mar 11, 08:12:07 GMT-0700 2020
Dept Head Approval	Gregory McCormick Mar 11, 08:16:54 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 16:04:00 GMT-0700 2020

Attachments:

- Minutes
- Presentation
- Staff Report
- Ordinance

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5865

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 2652 WEST 15TH AVENUE FROM RESIDENTIAL, MANUFACTURED HOME (RMH) TO RESIDENTIAL, HIGH DENSITY (RH) (COZ 20-01, MCKAY)

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

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

Lot 27, Highlands Plat C, according to official plat thereof: recorded in Volume 2 of Plats, page 31, records of Benton County, Washington; and Except the west 270 feet thereof; and Except the south 30 feet for road; and Except that portion thereof conveyed in Deed recorded under Auditor's File Number 1997-026486.

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 17th day of March, 2020, and signed in authentication of its passage this 17th day of March, 2020.

Attest:

TERRI L. WRIGHT, City Clerk

DON BRITAIN, Mayor

ORDINANCE NO. 5865 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of March, 2020.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

City Council Meeting

CHANGE of ZONE COZ 20-01

March 17, 2020





Application Summary

Applicant: William McKay

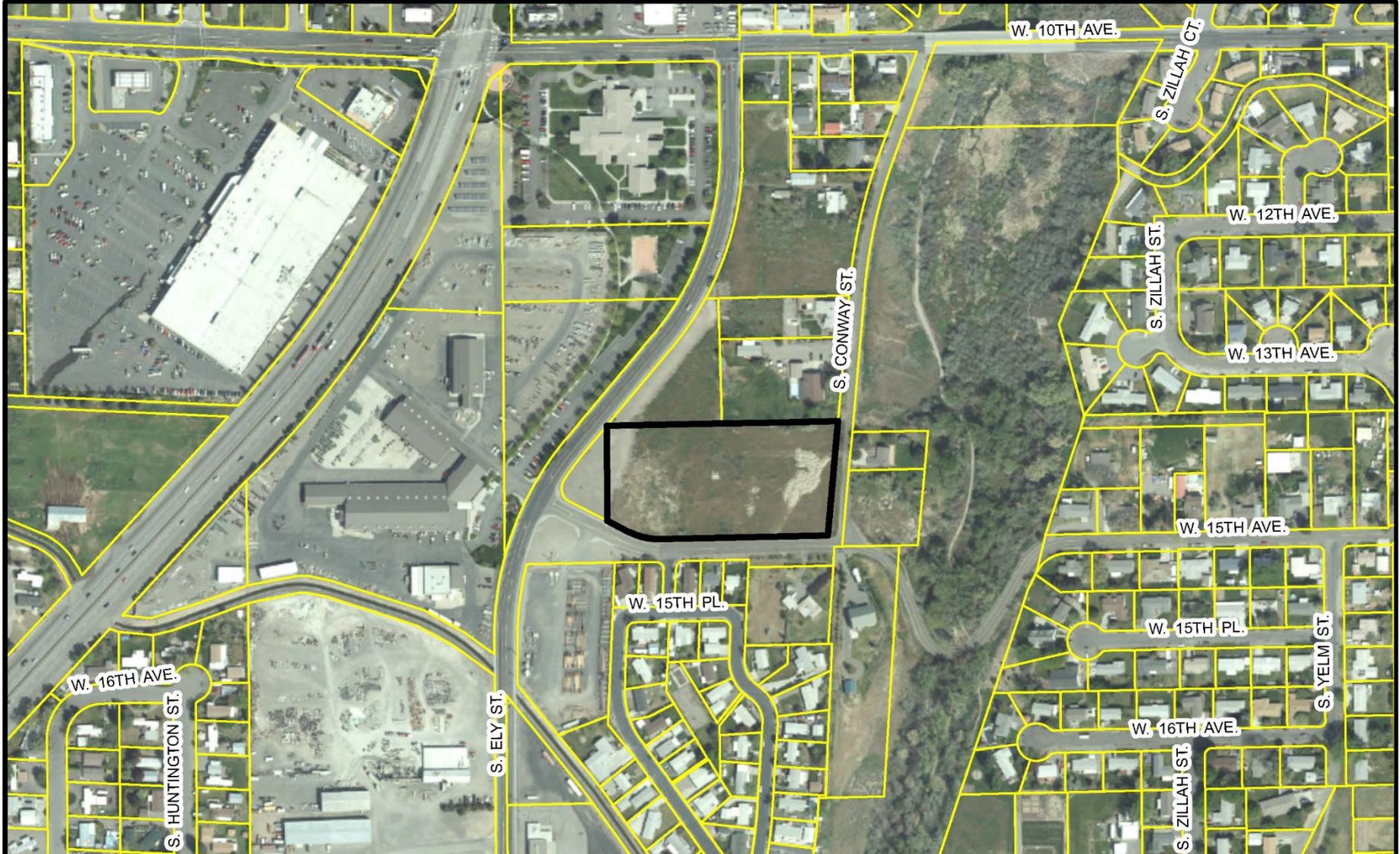
Owner: William McKay

Proposal: Rezone 4.19 acres from Residential, Manufactured Home (RMH) to Residential, High (RH)

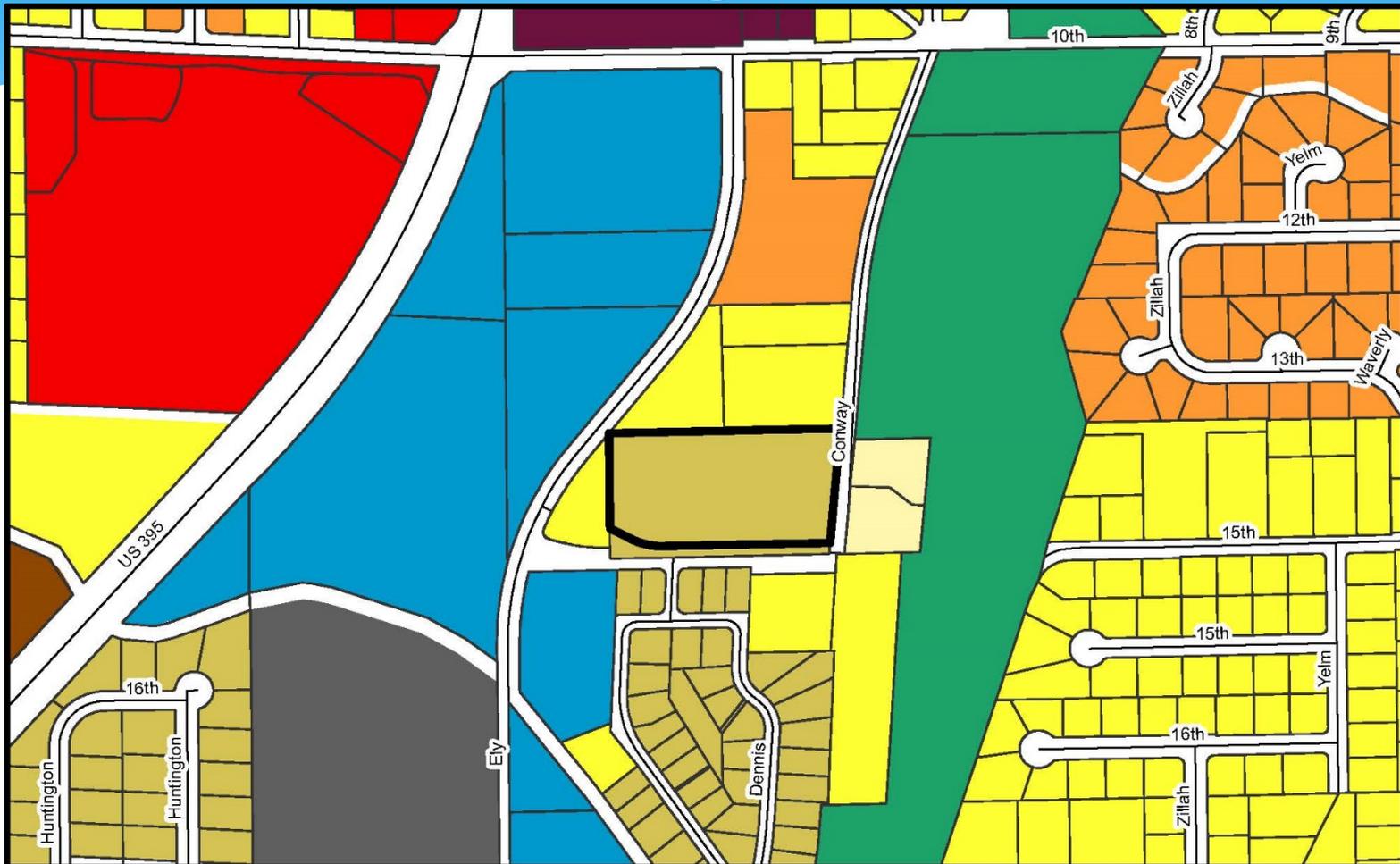
Comprehensive Plan Designation: High Density Residential

Location: 2652 W. 15th Ave.

Vicinity Map



Zoning Map



COZ 20-01/PLN-2020-00189 William McKay

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



Property History

- On October 15, 2019, the City Council amended the site's land use designation to High Density Residential.
- There is also an active building permit for this site to construct ministorage units
 - Vested, legal non-conforming use
 - Permits for partial buildout
 - Expires in April 2020

Permitted Uses

The RMH zone allows for single-family residences only.

The RH zone allows both single-family and multi-family residences. It also allows for mini-storage and daycare centers.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Recommendation

The Planning Commission recommends approval of COZ 20-01.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE NO: COZ 20-01/PLN-2020-00189

Report Date:	February 21, 2020
Hearing Date & Location:	March 2, 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 20-01 be APPROVED.
Summary of Proposal:	A Change of Zone from Residential, Manufactured Home (RMH) to Residential, High (RH) for approximately 4.19 acres in size.
Proposal Location:	2652 W. 15th Ave.
Legal Description:	Parcel No. 1-1189-202-0027-001 Lot 27, HIGHLANDS PLAT C, according to official plat thereof: recorded in Volume 2 of Plats, page 31, RECORDS OF BENTON COUNTY, WASHINGTON; AND EXCEPT the west 270 feet THEREOF; and EXCEPT the south 30 feet for road. AND EXCEPT THAT PORTION THEREOF CONVEYED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1997-026486.
Property Owners:	William McKay 3516 W. 46th Ave. Kennewick, WA 99337
Applicant:	William McKay 3516 W. 46th Ave. Kennewick, WA 99337
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	January 23, 2020
Determination of Completeness Issued	January 23, 2020
Notice of Application Posted	February 4, 2020
SEPA Determination (Adoption of DNS for CPA 19-04)	July 11, 2019
Date of Mailed Notice of Public Hearing	February 13, 2020
Property Posting Sign for Public Hearing	February 4, 2020
Date of Published Notice of Public Hearing	February 16, 2020

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-14
5. Affidavit of Mailing/Mailing List dated February 13, 2020

The site is adjacent to the following zoning districts:

- North: Residential, Low (RL)
 East: Residential, Suburban (RS); Open Space (OS)
 South: Residential, Manufactured Home (RMH-1-L); Residential, Low (RL); Public Facility (PF)
 West: Residential, Low (RL); Public Facility (PF)

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 3.4: Residential High Density – Designate land for Residential High Density (HD) where access, topography, and adjacent land uses create conditions appropriate for a variety of unit types, or where there is existing multi-family development.

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 High Density Residential in the City’s comprehensive plan. The Residential, High (RH) zone is an implementing zone of the High 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. The proposal implements goals and policies of the comprehensive plan, specifically Residential Goal 3 and Residential Policy 3.3.

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 RH zone implements the Comprehensive Plan's High 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

No comments from the public were received.

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. Kennewick Irrigation District had no comments on the rezone, but provided comments in the event that the property were subdivided in the future. Washington State Department of Transportation had no comments on the rezone, but provided comments related to future development and impacts to the US 395.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 20-01) is a request to change approximately 4.19 acres located at 2652 W. 15th Ave., from Residential, Manufactured Home (RMH) to Residential, High (RH). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-08) that changed the land use designation from Low Density Residential to High Density Residential.

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

Per KMC 18.03.040(4), "The purpose of RH district is to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial and low and medium density residential uses."

This proposal will implement the existing High 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 William McKay, (3516 W. 46th Ave., Kennewick, WA 99337).
2. The property owner is William McKay (3516 W. 46th Ave., Kennewick, WA 99337).
3. The proposed change of zone is for parcel number 1-1189-202-0027-001 (2652 W. 15th Ave.).
4. The request is to change the zoning from Residential, Manufactured Home (RMH) to Residential, High (RH).
5. The City's Comprehensive Plan Land Use Designation for the subject property is High Density Residential.
6. The Residential, High (RH) zoning district is an implementing zone of the High Density Residential Comprehensive Plan Land Use Map designation.
7. The application was submitted on January 23, 2020 and declared complete for processing on January 23, 2020.
8. The application was routed for review to City Departments and outside agencies for comment on January 24, 2020.
9. Access to the site is currently provided from W. 15th Ave. and S. Conway 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 19-08/PLN-2019-01109 on July 11, 2019 was adopted for this proposal.
12. The Property Posting sign for the public hearing was posted on site February 4, 2020.
13. Notice of the public hearing for this application was published in the Tri-City Herald on February 16, 2020. Notices were mailed to property owners within 300 feet of the site on February 13, 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 High 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 RH zone implements the Comprehensive Plan's High 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 20-01 and recommend APPROVAL to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 20-01 and recommend APPROVAL to City Council approval of the request.

PAID

JAN 23 2020

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

PROJECT # 02720-01 PLN- 2020 - 00189 FEE \$ 1080.00

CITY OF KENNEWICK

By [Signature]

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

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

Site Plan Tier 1 Tier 2 Tier 3 Binding Site Plan
Short Plat Conditional Use Other Change of Zone to "Residential HD"

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

Applicant: William (Bill) McKay

Address: 3516 W. 46th Ave., Kennewick, WA 99337

Telephone: _____ Cell Phone: 509-460-9278 Fax: _____ E-mail: bc6mckay@gmail.com

Property Owner (if other than applicant): Udderly Williams, LLC

Address: 3516 W. 46th Ave., Kennewick, WA 99337

Telephone: _____ Cell Phone: 509-460-9278 E-mail: bc6mckay@gmail.com

SITE INFORMATION

Parcel No. Geo ID - 111892020027001 Prop ID - 35,322 Acres 4.19 Zoning: RMH

Address of property: 2652 W 15th Ave., Kennewick, WA 99337

Number of Existing Parking Spaces N/A Number of Proposed (New) Parking Spaces N/A

Present use of property Bare land

Size of existing structure: None sq. ft. Size of Proposed addition/New structure: ~ 20,000 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: \$130,450.00

Description of Project: Just a change of zone from RMH to Residential HD. SEPA should be on file.

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

[Signature]
Applicant's Signature

[Signature]
Signature of owner or owner's authorized representative

Date: 1-23-20

Change-of-Zone Supplemental Information

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

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

There is a general need in the City of Kennewick for Residential HD zoning and the options for storage and housing that it provides.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

There might be, but not that I am aware of and I don't own that land. I own this land and the Comprehensive Plan has been amended to accommodate this land "Residential HD".

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

I believe so.

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

I believe so.

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

I don't believe so because it is mostly residential, but also many other uses within a 1/4 mile.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

Yes, it is currently zoned RMH which no longer exists. I am planning to build a Self-Storage facility on the site and have an existing building permit to do so. However, if I built it under the existing zoning it would be a legal non-conforming facility. So I am just trying to zone it so it is a conforming use.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:

They say they will be because right now it's only use is to grow weeds. So if I build storage or anything else on the property that is allowed they will be affected and nobody likes change. However, I don't believe that anything I build on the property will adversely affect their property values and should actually increase them.

8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:

Addressed in #7

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this defer the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:

I don't believe so.

10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:

There is a very good chance that it will.

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

I believe it will allow greater choice in the market, but have no idea on the segregation part or if it even applies.

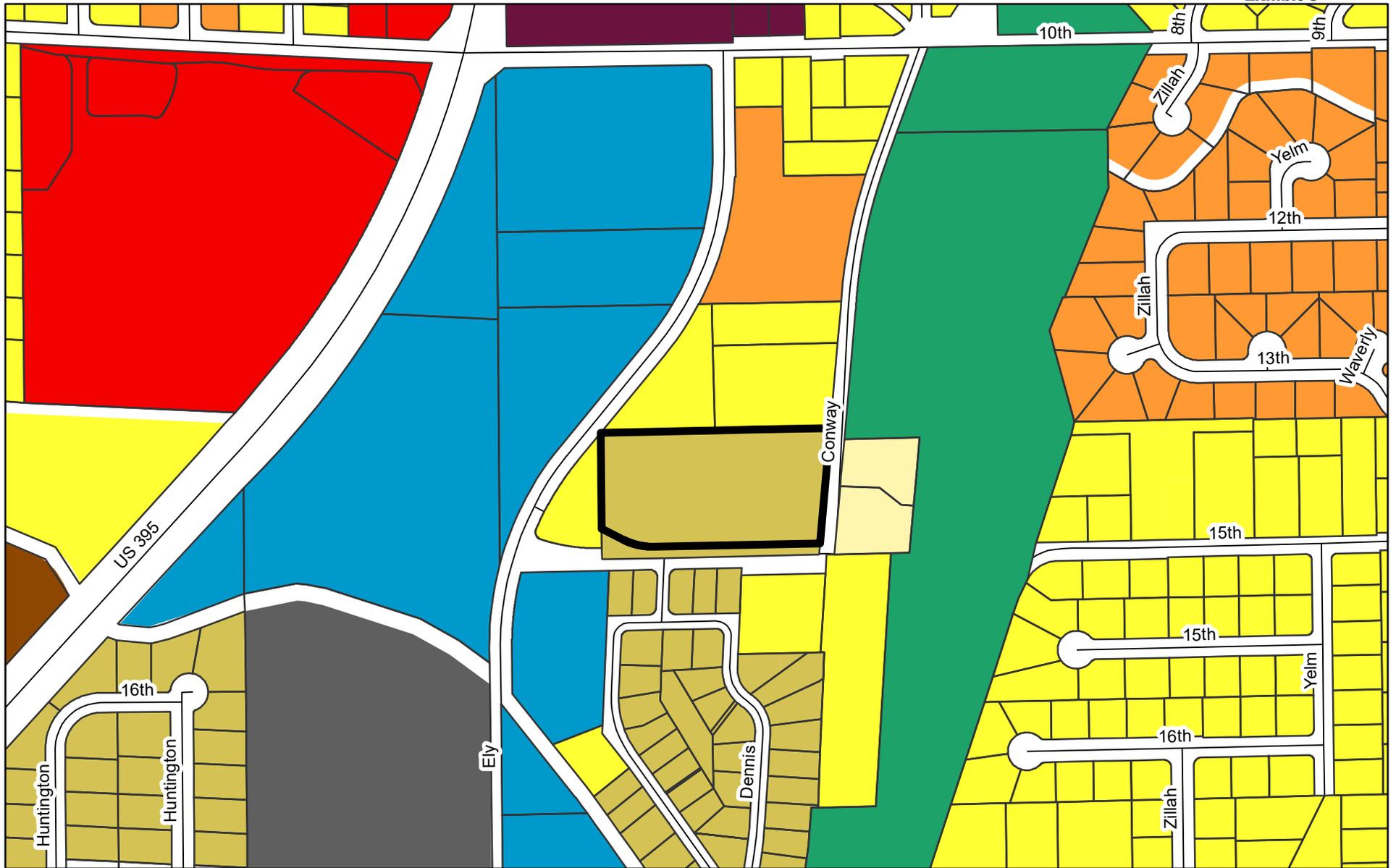
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:

I don't believe so.



COZ 20-01/PLN-2020-00189
Residential Manufactured Home (RMH) to Residential High (RH)
2652 W. 15th Ave.





COZ 20-01/PLN-2020-00189 William McKay

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





CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-01109, CPA 19-08

DESCRIPTION OF PROPOSAL: Request to change Comp Plan designation from Residential, Low to Residential, High.

PROPONENT: William McKay

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 2652 W. 15th Avenue.

LEAD AGENCY: City of Kennewick

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

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

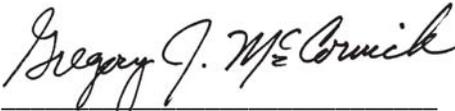
RESPONSIBLE OFFICIAL: Gregory McCormick, AICP
POSITION/TITLE: Community Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4463

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

This DNS is subject to the attached conditions:

No conditions.
 See attached condition(s).

Date: July 11, 2019

Signature: 

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

Copies of this DNS were mailed to:

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



NOTIFICATION OF MAILING

I, Melinda Didier, on 2/13, 2020
Mailed 20 copies of NOPT / map
for COZ 20-01
to prop. owners w/in 300'
as shown on the attached list.

Melinda Didier
Signature

³⁷ COZ 20-01
PLN-2020-00189
RMH - Rtt

**KENNEWICK PLANNING
COMMISSION NOTICE OF PUBLIC
HEARING**

March 2, 2020 6:30 p.m.

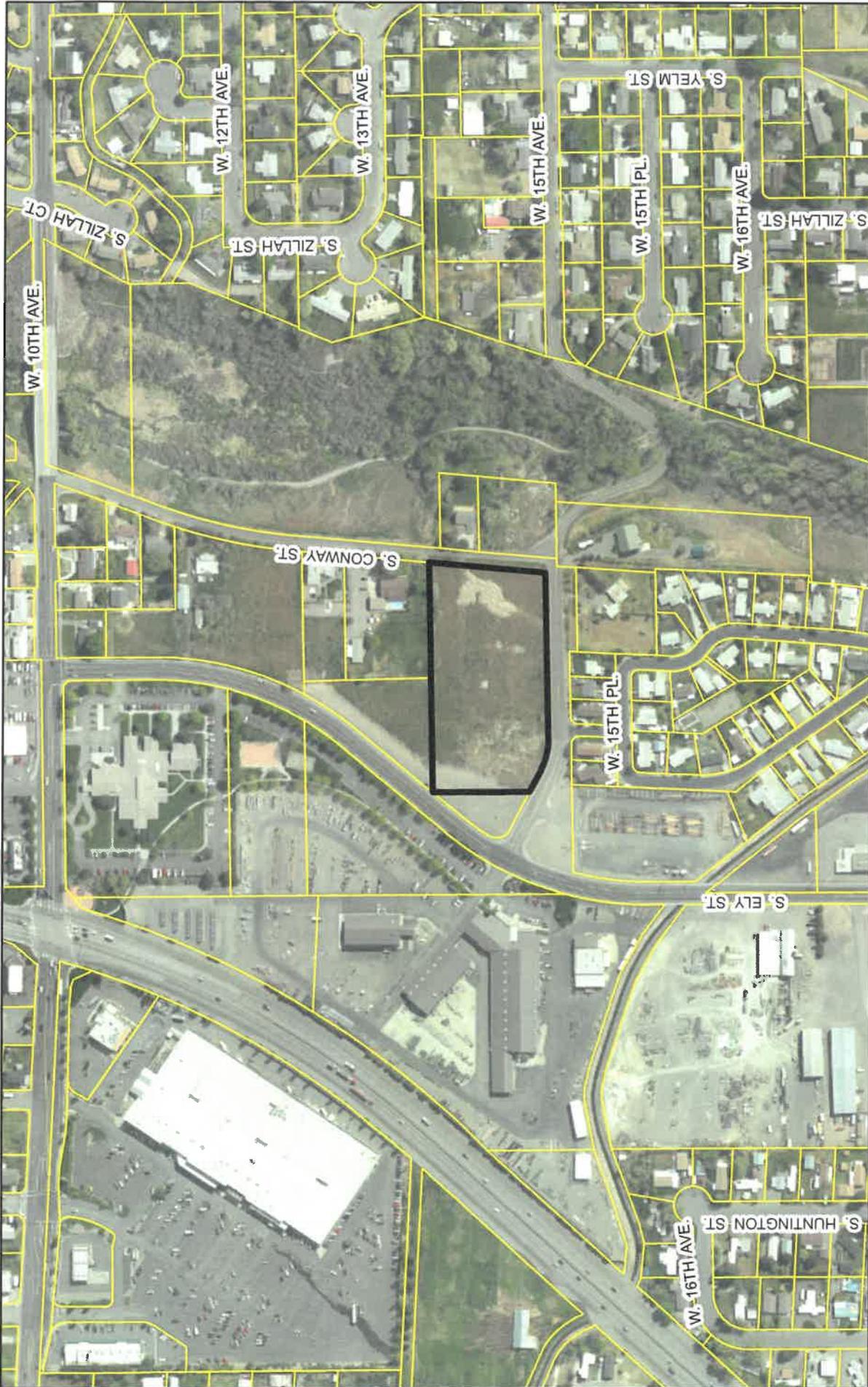
The Kennewick Planning Commission will hold a Public Hearing on March 2, 2020, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed amendment to the Zoning Map. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

Proposal – COZ 20-01/PLN-2020-00189 – Proposes to change the zoning of approximately 4.19 acres from Residential, Manufactured Home (RMH) to Residential, High (RH). The site is located at 2652 W. 15th Ave.

Proponent – William McKay

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.



**COZ 20-01/PLN-2020-00189
Residential Manufactured Home (RMH) to Residential High (RH)
2652 W. 15th Ave.**

37
CHRISTOPHER C & TIMARA D MORLEY
1308 S CONWAY ST
KENNEWICK, WA 99337

37
PUBLIC UTILITY DISTRICT #1
PO BOX 6270
KENNEWICK, WA 99336

37
UDDERLY WILLIAMS LLC
3516 W 46TH AVE
KENNEWICK, WA 99337

37
PUBLIC UTILITY DISTRICT #1
PO BOX 6270
KENNEWICK, WA 99336

37
PATRICK & BONNIE KENNEDY
2525 W 15TH PL
KENNEWICK, WA 99337

37
JAMIE & KYLE BEHLEN
3522 POINEER WAY E
TACOMA, WA 98443

37
KEVIN M & RACHEL M MAGELSEN
1405 S CONWAY ST
KENNEWICK, WA 99336

37
KENNEWICK IRRIGATION DISTRICT
2015 S ELY STREET BLDG A
KENNEWICK, WA 99337

37
BRIAN & PAMELA ALLEN
2600 W 15TH PL
KENNEWICK, WA 99337

37
RICHARD D & PATRICIA A HUFF
TRUSTEES
2702 W 15TH PL
KENNEWICK, WA 99337

37
HARVEY E & JEAN RAE MOORE
2612 W 15TH PL
KENNEWICK, WA 99337

37
DOLORES C HUNT
2606 W 15TH PL
KENNEWICK, WA 99337

37
PUBLIC UTILITY DISTRICT #1
PO BOX 6270
KENNEWICK, WA 99336

37
SAMUEL S & SANDRA M GRIFFIN
2708 W 15TH PL
KENNEWICK, WA 99337

37
LANELLE GRAVES
2603 W 15TH AVE
KENNEWICK, WA 99337

37
BENTON COUNTY PUD
PO BOX 6270
KENNEWICK, WA 99336

37
FRANCIS D & EMILY M BROWN
TRUSTEES
2701 W 15TH PL
KENNEWICK, WA 99337

37
JAMES MACHALA
2611 W 15TH PLACE
KENNEWICK, WA 99337

37
RANDY HELLAND
2609 W 15TH PL
KENNEWICK, WA 99337

37
SETH I & HALEY R WESTPHAL
1206 S CONWAY ST
KENNEWICK, WA 99337

37
BENTON COUNTY PUD
PO BOX 6270
KENNEWICK, WA 99336

37
REBECCA LYNN RACE
1511 S DENNIS ST
KENNEWICK, WA 99337

37
OLIVE ANN ANDERSON
1505 S DENNIS ST
KENNEWICK, WA 99337

37

CO2 20-01

37

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37

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From: [Timara Morley](#)
To: [Anthony Muai](#)
Subject: Proposed zoning change COZ 20-01/PLN-2020-00189
Date: Monday, March 2, 2020 2:33:22 PM

I am writing in protest of the zoning change proposed by William McKay in proposal- COZ 20-01/PLN-2020-00189.

My husband and I own and live on the property directly adjacent to the property which the proposal is regarding. We have lived at our current residence for two years. This is our first home that we have owned together. When we purchased our home, we had realized that there was vacant property next to us. We had looked into what the plans were for that property and saw that the intention for it was storage units. We felt that living next to storage units wouldn't impact our lives too much, and were fine with that. However, we feel that changing the zoning to Residential, High (RH) will significantly impact our lives. We protest this change for the following reasons:

1. Inadequate roads. Both South Conway and 15th Avenue are small roads that would not serve a high volume of traffic. If Conway, in particular, is enlarged, we fear that some of our property will be seized by eminent domain. Also, traffic passing by our home would significantly increase, decreasing our safety, and detracting from the character of our neighborhood.
2. Decrease in privacy. Having an apartment complex next to our property would significantly reduce our privacy. We would not be able to build a fence high enough to block people from seeing into our back yard, or into our home. We have animals on our property, and having extra commotion going on around them wouldn't be good for them either.
3. Change in neighborhood character. Living on South Conway Street feels like you are living in the country. We have beautiful Zintel Canyon on one side of our property. We look out our front window and we see trees, and wildlife, this is one of the major reasons we chose to purchase our home. There are no apartments in the area. Having apartments next to us, and larger roads next to us would greatly detract from that country feel.
4. Increase in crime. Increasing the amount of population in a given area increases the amount of crime.
5. Apartments are rentals. Many people do not take the same pride in maintaining property that isn't theirs. They don't own the property, they aren't paying taxes, they are not as vested in the community as people who own their homes.

For the reasons listed above, we protest this proposal. We are tax paying citizens who have chosen to make Kennewick our long term residence. We invite you to come visit our home on South Conway, and experience what our neighborhood is like in person, and not just look at a map. We ask you to think about how you would feel if you were told that there was a possibility that apartments would be built on the property adjacent to your HOME.

Thank you for your time, and consideration.

Sincerely,

Chris and Timara Morley

**KENNEWICK PLANNING COMMISSION
MARCH 2, 2020
MEETING MINUTES**

CALL TO ORDER

Vice Chairman Morris called the meeting to order at 6:30 p.m.

Commissioner Helgeson led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Robert Rettig, James Hempstead, Thomas Helgeson, Anthony Moore, Vice Chairman Victor Morris.

Excused: Commissioner Clark Stolle

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Anthony Muai, AICP Planning Manager; Melinda Didier, Community Planning Administrative Assistant and Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the February 3, 2020 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 6:35 p.m. for Change of Zone (COZ) #20-01 proposing to change the zoning district approximately 4.19 acres located at 2652 W. 15th Ave from Residential, Manufactured Home (RMH) to Residential, High Density (RH). Applicant is William McKay, 3516 W. 46th Ave, Kennewick, WA 99337. Owner is Udderly Williams, LLC, 3616 W. 46th Ave, Kennewick, WA 99337.

Mr. Muai said prior to giving report, the Planning Department received an email comment letter (entered into record as Exhibit 6. There was a brief pause while the Planning Commissioners read the email). Mr. Muai gave a brief overview of the staff report, and presented a Power Point of the staff report; Mr. Muai said there is an approved mini-storage unit for this site, it is currently legal non-conforming. The phases will need to be built-out one right after the other to avoid expiration of the existing SPA. Staff recommends that the Planning Commission concur with

the Findings and Conditions of the staff report COZ 20-01, and recommend to City Council approval of the request.

Planning Commission questions: Was the site plan approval permit that is going to expire soon to build mini-storages; if the rezone isn't approved, will they be prohibited from building the mini-storages.

Testimony of Applicant/Applicant's Representative:

Will McKay
3516 W 46th Avenue
Kennewick 99337

Here today representing my father; he owns 27th Avenue mini storage; he is trying to accomplish this zone change because the phases can take 5-30 years for build-out, there are six phases in project.

Testimony in favor: None

Testimony neutral or against:

Tom Wilson
1634 S. Dennis Pl.
Kennewick 99337

The hearing notice only showed up at 1 of 32 houses; have nothing against storage units, why is weird stuff in this zoning district, instead of having something that actually talks about x amount of years to build; don't want apartments or people walking through neighborhood, wants storage units; why doesn't code say something plain about storage units, hope he doesn't build apartments.

Timara Morley
1308 S. Conway St
Kennewick 99337

It was my email that you received, didn't understand what was being reviewed; concerned about how long construction happening right next door; land cleared mostly vegetation and multiple tumble weeds, concerned about how long phases to last and what measures to ensure about dust, etc.

Jeff Hoener
1606 S. Dennis St.
Kennewick 99337

President of Canyon Pines Homeowners Association; echo Ms. Morley, Conway and other turns can be tight with traffic, not interested in high density multi-family there, streets cannot handle it; thought this was settled in August of 2019, in favor of mini-storages, plan on using the built out mini-storage, not in favor of multi-family residential.

Staff final comments: Clarify that construction dust control is Benton Clean Air Agency, and developers must take measures for dust control, watering, hydro-seed, etc. Those plans are

required during construction permit. The high level zoning code is that written that way because otherwise we would have to create a zone for every separate use, for everything, it's too much, most things are consolidated into certain zones; The applicant has grandfathered application; in order to change the zoning had to change the land use designation, some jurisdictions combine those together, trying to match what was done in October to be consistent with comprehensive plan.

Public Testimony for COZ 20-01 closed at 6:58 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ 20-01 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 7:00 p.m. for Change of Zone (COZ) #20-02 proposing to change the zoning district for approximately 6 acres located at 3112 W. 27th Ave from Residential, Manufactured Home (RMH) to Residential, High Density (RH). Applicant is William McKay, 3516 W. 46th Ave, Kennewick, WA, 99337. Owner is 27th Ave Self-Storage Prop. LLC, 3112 W. 27th Ave, Kennewick, WA 99337.

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 20-02, and recommend to City Council approval of the request.

Planning Commission questions:

None

Testimony of Applicant/Applicant's Representative:

Will McKay
3515 W. 46th Avenue
Kennewick 99337

My Dad is rezoning this one as well for mini-storages; in bottom left had corner can see barn and house, he will eventually tear down red barn and shop to add on to more storage units.

Testimony in favor: None

Testimony neutral or against:

Joyce Coffman
502 S. Zinser Street
Kennewick 99336

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	03/17/2020
Agenda Item Type	Ordinance		
Subject	COZ 20-02 (McKay, 3112 W. 27th Ave.)		
Ordinance/Reso #	5866	Contract #	
Project #	COZ 20-02	Permit #	PLN-2020-00190
Department	Community 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 20-02.

Motion for Consideration

I move to adopt Ordinance 5866.

Summary

William McKay has applied to change the zoning of 6.04 acres from Residential Manufactured Home (RMH) to Residential, High Density (RH). The RH zone is an implementing zoning district of the High Density Residential Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 3112 W 27th Ave. The adjacent properties are zoned Residential Suburban (RS), Residential Low Density (RL) and Commercial General (CG).

The Planning Commission held a public hearing to review the proposal on March 2, 2020. At the hearing, staff presented an overview of the staff report. The applicant's representative spoke in favor of the request. Two persons spoke in favor of ministorage units being built and against apartments being built. The Planning Commission voted 5 to 0 to recommend approval of COZ 20-02 to City Council.

Alternatives

None recommended

Fiscal Impact

None at this time.

Through	Anthony Muai Mar 11, 08:23:28 GMT-0700 2020
Dept Head Approval	Gregory McCormick Mar 11, 09:07:46 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 16:48:33 GMT-0700 2020

Attachments:

Minutes
Presentation
Staff Report
Ordinance

Recording Required?

City Council Meeting

CHANGE of ZONE COZ 20-02

March 17, 2020





Application Summary

Applicant: William McKay

Owner: William McKay

Proposal: Rezone 6.04 acres from Residential, Manufactured Home (RMH) to Residential, High (RH)

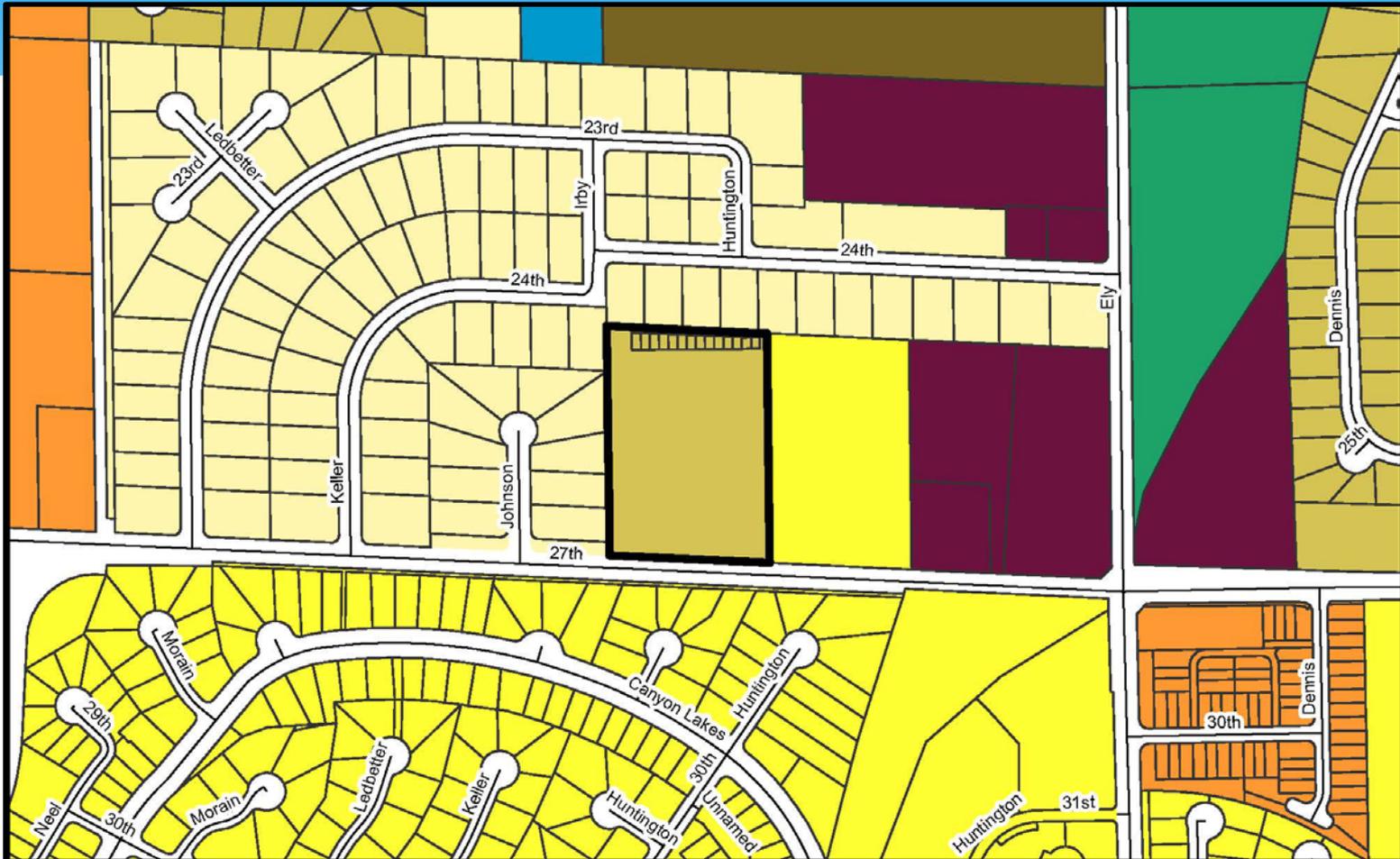
Comprehensive Plan Designation: High Density Residential

Location: 3112 W. 27th Ave.

Vicinity Map



Zoning Map



COZ 20-02/PLN-2020-00190 William McKay

- | | | | |
|---|---|--|---|
|  Commercial, General |  Residential, Medium |  Residential, Manufactured Home |  Residential, Suburban |
|  Public Facility |  Residential, Trailer Park |  Residential, Low |  Open Space |



Property History

- On October 15, 2019, the City Council amended the site's land use designation to High Density Residential.
- Existing legal, non-conforming use
 - Very limited expansion opportunities

Permitted Uses

The RMH zone allows for single-family residences only.

The RH zone allows both single-family and multi-family residences. It also allows for mini-storage and daycare centers.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Recommendation

The Planning Commission recommends approval of COZ 20-02.

CITY OF KENNEWICK
ORDINANCE NO. 5866

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 3112 WEST 27TH AVENUE FROM RESIDENTIAL, MANUFACTURED HOME (RMH) TO RESIDENTIAL, HIGH DENSITY (RH) (COZ 20-02, MCKAY)

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

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

Legal Description: Section 10 Township 8 Range 29 Quarter SE: Condominium Subdivision: 27th Avenue Storage Condominiums LLC., Unit No. Air Space Unit, recorded 11/14/2007, Auditor File #2006-037692.

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 17th day of March, 2020, and signed in authentication of its passage this 17th day of March, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5866 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of March, 2020.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE NO: COZ 20-02/PLN-2020-00190

Report Date: February 21, 2020

Hearing Date & Location: March 2, 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 20-02 be APPROVED.

Summary of Proposal: A Change of Zone from Residential, Manufactured Home (RMH) to Residential, High (RH) for approximately 6.04 acres in size.

Proposal Location: 3112 W. 27th Ave.

Legal Description: Parcel No. 1-1089-407-0015-000

Section 10, Township 8, Range 29, Quarter SE: Condominium Subdivision: 27th Avenue Storage Condominiums LLC., Unit No. Air Space Unit, Recorded 11/14/2007, Auditor File #2006-037692.

Property Owners: William McKay
3516 W. 46th Ave.
Kennewick, WA 99337

Applicant: William McKay
3516 W. 46th Ave.
Kennewick, WA 99337

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	January 23, 2020
Determination of Completeness Issued	January 23, 2020
Notice of Application Posted	February 4, 2020
SEPA Determination (Adoption of DNS for CPA 19-04)	July 11, 2019
Date of Mailed Notice of Public Hearing	February 13, 2020
Property Posting Sign for Public Hearing	February 4, 2020
Date of Published Notice of Public Hearing	February 16, 2020

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-15
5. Affidavit of Mailing/Mailing List dated February 13, 2020

The site is adjacent to the following zoning districts:

North: Residential, Suburban (RS)
 East: Residential, Low (RL); Commercial, General (CG)
 South: Residential, Low (RL)
 West: Residential, Suburban (RS)

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 3.4: Residential High Density – Designate land for Residential High Density (HD) where access, topography, and adjacent land uses create conditions appropriate for a variety of unit types, or where there is existing multi-family development.

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 High Density Residential in the City’s comprehensive plan. The Residential, High (RH) zone is an implementing zone of the High 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. The proposal

implements goals and policies of the comprehensive plan, specifically Residential Goal 3 and Residential Policy 3.3.

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 RH zone implements the Comprehensive Plan's High 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

No comments from the public were received.

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. Kennewick Irrigation District had no comments on the rezone, but provided comments in the event that the property were subdivided in the future.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 20-02) is a request to change approximately 6.04 acres located at 3112 W. 27th Ave., from Residential, Manufactured Home (RMH) to Residential, High (RH). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-09) that changed the land use designation from Low Density Residential to High Density Residential.

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

Per KMC 18.03.040(4), "The purpose of RH district is to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial and low and medium density residential uses."

This proposal will implement the existing High 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 William McKay, (3516 W. 46th Ave., Kennewick, WA 99337).
2. The property owner is William McKay (3516 W. 46th Ave., Kennewick, WA 99337).
3. The proposed change of zone is for parcel number 1-1089-407-0015-000 (3112 W. 27th Ave.).
4. The request is to change the zoning from Residential, Manufactured Home (RMH) to Residential, High (RH).
5. The City's Comprehensive Plan Land Use Designation for the subject property is High Density Residential.
6. The Residential, High (RH) zoning district is an implementing zone of the High Density Residential Comprehensive Plan Land Use Map designation.
7. The application was submitted on January 23, 2020 and declared complete for processing on January 23, 2020.
8. The application was routed for review to City Departments and outside agencies for comment on January 24, 2020.
9. Access to the site is currently provided from W. 27th Ave.
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 19-09/PLN-2019-01111 on July 11, 2019 was adopted for this proposal.
12. The Property Posting sign for the public hearing was posted on site February 4, 2020.
13. Notice of the public hearing for this application was published in the Tri-City Herald on February 16, 2020. Notices were mailed to property owners within 300 feet of the site on February 13, 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 High 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 RH zone implements the Comprehensive Plan's High 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 20-02 and recommend APPROVAL to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 20-02 and recommend APPROVAL to City Council approval of the request.

PAID
JAN 23 2020
CITY OF KENNEWICK
BY 

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

PROJECT # 02720-02 PLN- 2020 - 00190 FEE \$ 1080.00

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

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

Site Plan Tier 1 Tier 2 Tier 3 Binding Site Plan
Short Plat Conditional Use Other Change of Zone to "Residential HD"

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

Applicant: William (Bill) McKay

Address: 3516 W. 46th Ave., Kennewick, WA 99337

Telephone: _____ Cell Phone: 509-460-9278 Fax: _____ E-mail bc6mckay@gmail.com

Property Owner (if other than applicant): 27th Ave Self-Storage Properties, LLC

Address: 3112 W. 27th Ave., Kennewick, WA 99337

Telephone: _____ Cell Phone: 509-460-9278 E-mail bc6mckay@gmail.com

SITE INFORMATION

Parcel No. Geo ID - 110894070015000 Prop ID - 291,214 Acres 6+ Zoning: RMH

Address of property: 3112 W. 27th Ave., Kennewick

Number of Existing Parking Spaces N/A Number of Proposed (New) Parking Spaces N/A

Present use of property Self-Storage facility with manager living quarters

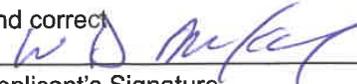
Size of existing structure: Approx. 94,000 sq. ft. Size of Proposed addition/New structure: 0 sq. ft.

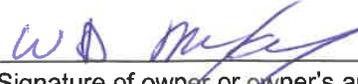
Height of building: N/A Cubic feet of excavation: N/A Cost of new construction N/A

Benton County Assessor Market Improvement Value: \$3,687,910.00

Description of Project: Just a change of zone from RMH to Residential HD. SEPA should be on file.

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: 1-23-20

Change-of-Zone Supplemental Information

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

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

It brings the current use of Self-Storage into conformity with the existing Comprehensive Plan and Zoning changes that occurred about a year ago.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

There could be but this site is almost completely built out as Self-Storage and the change is just to bring it into conformity with it's present use.

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

Yes

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

It was when built and this will bring it back into conformance.

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

No, it is over six acres and since it is nearly built out I don't expect that any of the facility would be leveled to change it's use.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

No, but it is a legal non-conforming use and it needs to get back to a conforming use so that it doesn't affect the market value of the property.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:

No, because the facility is nearly completely built out. No major change to the facility is expected.

8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:

No

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:

No

10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:

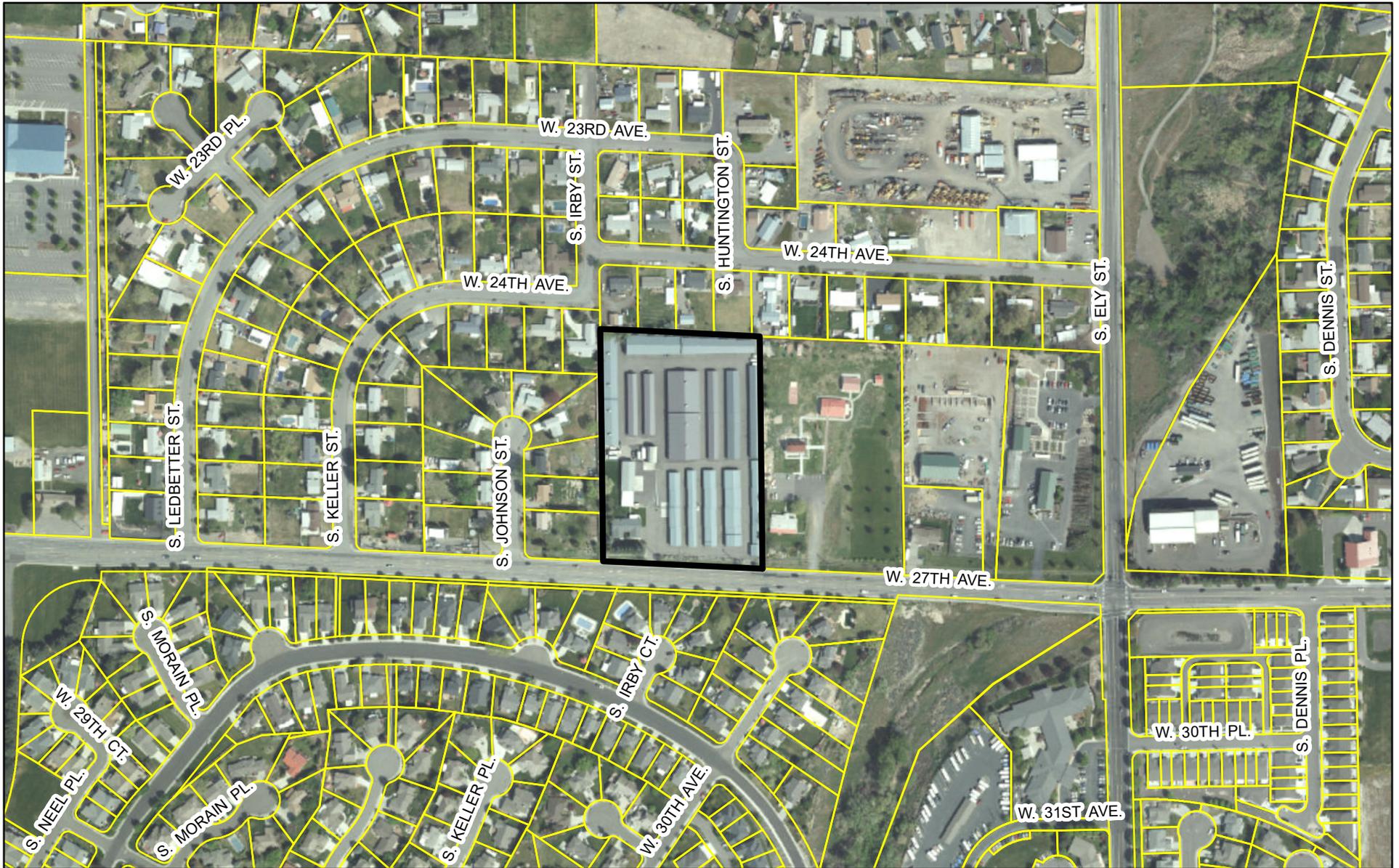
N/A

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

N/A

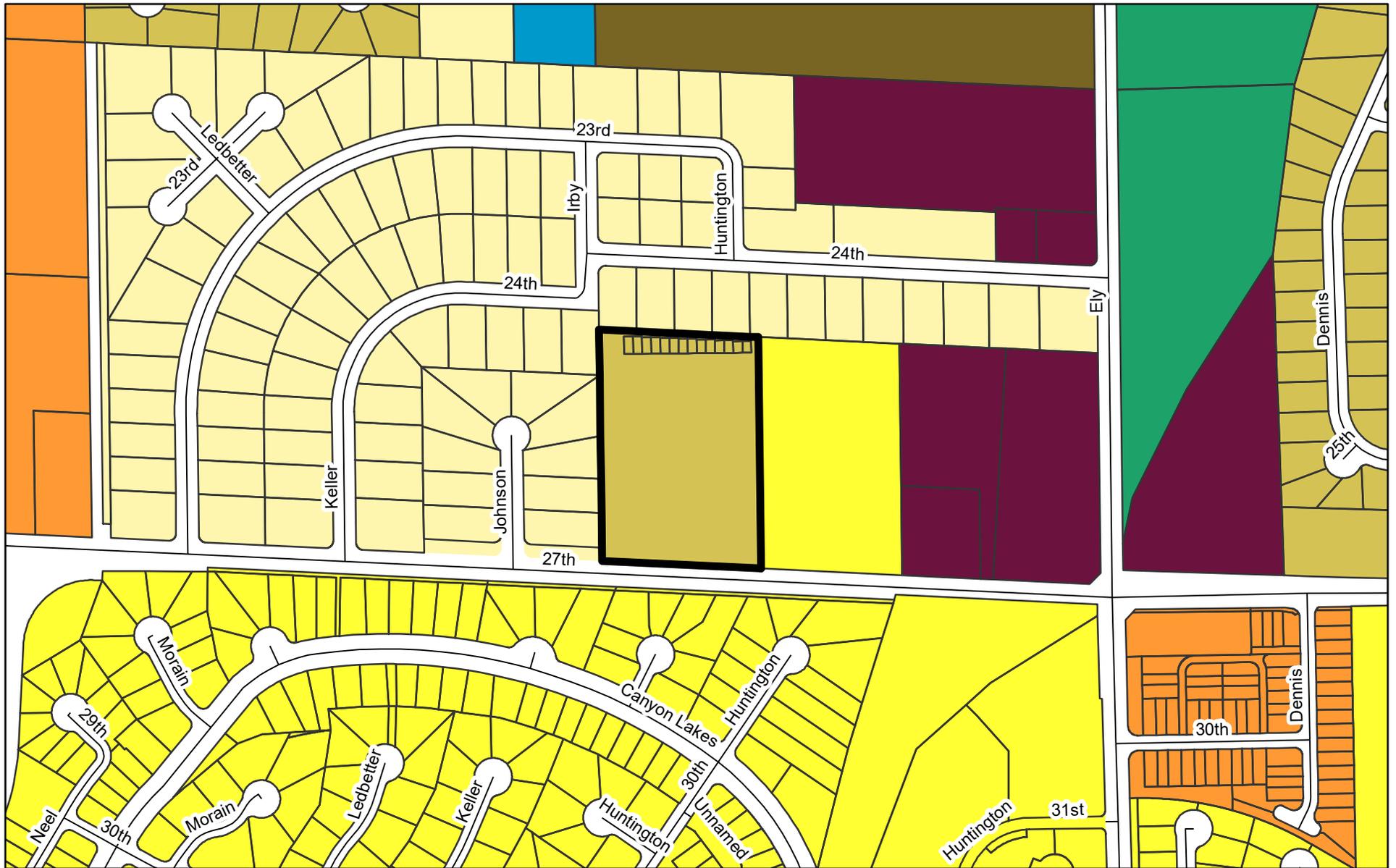
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:

No



COZ 20-02/PLN-2020-00190
Residential, Manufactured Home (RMH) to Residential High (RH)
3112 W. 27th Ave.





COZ 20-02/PLN-2020-00190 William McKay

- | | | | |
|---|---|--|---|
|  Commercial, General |  Residential, Medium |  Residential, Manufactured Home |  Residential, Suburban |
|  Public Facility |  Residential, Trailer Park |  Residential, Low |  Open Space |





CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-01111, CPA 19-09

DESCRIPTION OF PROPOSAL: Request to change Comp Plan designation from Residential, Low to Residential, High.

PROPONENT: William McKay

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 3112 W. 27th Avenue.

LEAD AGENCY: City of Kennewick

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

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

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

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

This DNS is subject to the attached conditions:

No conditions.
 See attached condition(s).

Date: July 11, 2019

Signature: *Gregory J. McCormick*

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

Copies of this DNS were mailed to:

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



NOTIFICATION OF MAILING

I, Melinda Didier, on 2/13, 2020
Mailed 55 copies of NOPT/Map
for COZ 20-02
to PROP. OWNERS W/in 300'
as shown on the attached list.

Melinda Didier
Signature

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COZ 20-02
PLN-2020-00190
RMH - RH

**KENNEWICK PLANNING
COMMISSION NOTICE OF PUBLIC
HEARING**

March 2, 2020 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on March 2, 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 20-02/PLN-2020-00190 – Proposes to change the zoning of approximately 6 acres from Residential, Manufactured Home (RMH) to Residential, High (RH). The site is located at 3112 W. 27th Ave.

Proponent – William McKay

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.



**COZ 20-02/PLN-2020-00190
Residential, Manufactured Home (RMH) to Residential High (RH)
3112 W. 27th Ave.**

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27TH AVE STORAGE CONDOMINIUMS
LLC
3112 W 27TH AVE
KENNEWICK, WA 99337

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JULIE A BERTHELOTE
2601 S JOHNSON ST
KENNEWICK, WA 99337

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DAVID A WINTZ
3115 W 24TH AVE
KENNEWICK, WA 99337

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LINDA J NELSON
2605 S JOHNSON ST
KENNEWICK, WA 99337

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ALLAN GREEN
3011 W 24TH AVE
KENNEWICK, WA 99337

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ANDREW T & ELIZABETH A TAYLOR
2708 S IRBY CT
KENNEWICK, WA 99337

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RAFAEL VALENCIA
3007 W 24TH AVE
KENNEWICK, WA 99337

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PARAMJIT DHILLON
2709 S IRBY CT
KENNEWICK, WA 99337

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JASON G & BRIDGETTE L LUNDVALL
3205 W 24TH AVE
KENNEWICK, WA 99337

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CRAIG & TAMARA CRIDER
3809 W 42ND
KENNEWICK, WA 99337

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27TH AVE SELF STORAGE PROPERTIES
LLC
3112 W 27TH AVE
KENNEWICK, WA 99337

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DAWN A KING
3103 W 24TH AVE
KENNEWICK, WA 99337

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DIANE S DELANGE
2505 S JOHNSON ST
KENNEWICK, WA 99337

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ROBERT & JANICE E NELSON
3111 W 24TH AVE
KENNEWICK, WA 99337

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JOHNY R & ANGELA D SHIPPY
2609 S JOHNSON ST
KENNEWICK, WA 99337

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DAVID A & JANET L MCADIE
2706 S IRBY CT
KENNEWICK, WA 99337

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RICHARD G & SHELLEY F WEIGEL
2708 S HUNTINGTON CT
KENNEWICK, WA 99337

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JEFFREY I PHILLIPS
2706 S HUNTINGTON CT
KENNEWICK, WA 99337

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DAVID MEIER
3202 W 24TH AVE
KENNEWICK, WA 99337

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BRIAN MICHAEL & ARIKA VALARIE
SCHIENBEIN
2707 S HUNTINGTON CT
KENNEWICK, WA 99337

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DAVID R & KRISTEN M KAUER
3107 W 24TH AVE
KENNEWICK, WA 99337

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REBECCA B HULBERT
3201 W 24TH AVE
KENNEWICK, WA 99337

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WAT LAO THAMMAYANARAM
3002 W 27TH AVE
KENNEWICK, WA 99337

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RICHARD O & JOY R PUTHOFF JR
502 S ZINSER ST
KENNEWICK, WA 99336

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CANYON LAKES PROPERTY OWNERS
ASSOCIATION
PO BOX 7252
KENNEWICK, WA 99336

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KURTIS K & SHERRI L HILL
507 W CANYON LAKES DR
KENNEWICK, WA 99337

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VERNA L DAVIN
2711 S IRBY CT
KENNEWICK, WA 99336

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PATRICK D & LAURA K LACY
505 W CANYON LAKES DR
KENNEWICK, WA 99337

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JEAN WHEATON
2710 S HUNTINGTON CT
KENNEWICK, WA 99337

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DAVE HOPPER
3003 W 24TH AVE
KENNEWICK, WA 99337

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BENJAMIN MENDOZA ESPINDOLA
3206 W 24TH AVE
KENNEWICK, WA 99337

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WILLIAM & DOYLE MEAGAN SPEER
503 W CANYON LAKES DR
KENNEWICK, WA 99337

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RANDALL L & BECKY L RUMLEY
3209 W 24TH AVE
KENNEWICK, WA 99337

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JEFFERY J & CARISA L VANDERPOL
2712 S HUNTINGTON CT
KENNEWICK, WA 99337

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LUKE & ROMM SHANNON TAYLOR
2802 S IRBY COURT
KENNEWICK, WA 99336

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MICHAEL K SMITH
2715 S IRBY CT
KENNEWICK, WA 99337

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CYNTHIA D WILCOX
3114 W 24TH AVE
KENNEWICK, WA 99337

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MARIA VALENCIA
3106 W 24TH AVE
KENNEWICK, WA 99337

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JOMI M GROSS
3110 W 24TH AVE
KENNEWICK, WA 99336

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AUGUST T MATHES
3010 W 24TH AVE
KENNEWICK, WA 99337

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NORAH K HARRIS
2506 SOUTH JOHNSON ST
KENNEWICK, WA 99337

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JARROD R & AMANDA L BAILEY
2709 S HUNTINGTON COURT
KENNEWICK, WA 99337

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MICHAEL G AKRE
214 N. WASHINGTON
KENNEWICK, WA 99336

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RANDY T & KENDRA R MULLINS
2606 S JOHNSON ST
KENNEWICK, WA 99337

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SAMANTHA HARRIS, KIMBERLY DUTT,
ISAAC KINZER
2602 S JOHNSON ST
KENNEWICK, WA 99337

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STEPHANIE JENSEN JOSHUA HURST
2510 S JOHNSON ST
KENNEWICK, WA 99337

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LINDA I & RAY ANTHONY COX
3302 W 24TH AVE
KENNEWICK, WA 99337

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ROC A & KATHY L MORGAN
2911 W 24TH AVE
KENNEWICK, WA 99337

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KERRY S NELSON
2802 S HUNTINGTON CT
KENNEWICK, WA 99337

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EUGENE A & CHRISTY J HOLAND
2711 S HUNTINGTON CT
KENNEWICK, WA 99337

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ROBERT A HUMPHREY
2803 S IRBY CT
KENNEWICK, WA 99337

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MIRKO & DIJANA MICIC
2713 S HUNTINGTON CT
KENNEWICK, WA 99337

37
MATTHEW W SMITH
15 SW COLORADO STE A
BEND, OR 97702

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TANALEE BENTLEY
3313 W 24TH AVE
KENNEWICK, WA 99337

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DAVID R KENT
102035 E BADGER
KENNEWICK, WA 99338

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JAMES R STEDMAN
3201 W 23RD AVE
KENNEWICK, WA 99337

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required during construction permit. The high level zoning code is that written that way because otherwise we would have to create a zone for every separate use, for everything, it's too much, most things are consolidated into certain zones; The applicant has grandfathered application; in order to change the zoning had to change the land use designation, some jurisdictions combine those together, trying to match what was done in October to be consistent with comprehensive plan.

Public Testimony for COZ 20-01 closed at 6:58 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ 20-01 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 7:00 p.m. for Change of Zone (COZ) #20-02 proposing to change the zoning district for approximately 6 acres located at 3112 W. 27th Ave from Residential, Manufactured Home (RMH) to Residential, High Density (RH). Applicant is William McKay, 3516 W. 46th Ave, Kennewick, WA, 99337. Owner is 27th Ave Self-Storage Prop. LLC, 3112 W. 27th Ave, Kennewick, WA 99337.

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 20-02, and recommend to City Council approval of the request.

Planning Commission questions:

None

Testimony of Applicant/Applicant's Representative:

Will McKay
3515 W. 46th Avenue
Kennewick 99337

My Dad is rezoning this one as well for mini-storages; in bottom left had corner can see barn and house, he will eventually tear down red barn and shop to add on to more storage units.

Testimony in favor: None

Testimony neutral or against:

Joyce Coffman
502 S. Zinser Street
Kennewick 99336

If no apartments, no problem.

Richard Coffman
502 S. Zinser Street
Kennewick 99336

With rezoning at some future date could they change it to apartment complexes; so at some future date instead of storage units could have apartment instead of mini-storages.

Staff final comments: None

Public Testimony for COZ 20-02 closed at 7:06 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 20-02 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion: None

The motion passed unanimously.

Vice Chairman Morris opened the public hearing at 7:07 p.m. for Change of Zone (COZ) #20-03 proposing to change the zoning district for approximately 2.86 acres located at 7641 Bob Olson Pkwy from Residential, Low Density (RL) to Commercial, Community (CC). Applicant is Nick Wright, Bauder Young Properties LLC, 1955 Jadwin Ave, Richland, WA 99354.

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 20-03, and recommend to City Council approval of the request.

Planning Commission questions: None

Testimony of Applicant: None

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for COZ 20-03 closed at 7:10 p.m.

Vice Chairman Morris asked for a motion.

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	03/17/2020
Agenda Item Type	Ordinance		
Subject	COZ 20-03 (Bauder Young Properties, LLC)		
Ordinance/Reso #	5867	Contract #	
Project #	COZ 20-03	Permit #	PLN-2020-00221
Department	Community 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 20-03.

Motion for Consideration

I move to adopt Ordinance 5867.

Summary

Bauder Young Properties, LLC has applied to change the zoning of 2.86 acres from Residential Low Density (RL) to Commercial Community (CC). The CC zone is an implementing zoning district of the Commercial Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2019.

The subject parcel is located at 7641 Bob Olson Pkwy. The adjacent properties are zoned Residential Low Density (RL), and Commercial Community (CC).

The Planning Commission held a public hearing to review the proposal on March 2, 2020. At the hearing, staff presented an overview of the staff report. The applicant's representative did not testify. There were no speakers in favor or opposed to the request. The Planning Commission voted 5 to 0 to recommend approval of COZ 20-03 to City Council.

Alternatives

None recommended.

Fiscal Impact

None at this time.

Through	Anthony Muai Mar 11, 08:54:50 GMT-0700 2020
Dept Head Approval	Gregory McCormick Mar 11, 09:09:52 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 16:57:55 GMT-0700 2020

Attachments:

Minutes
Ordinance
Presentation
Staff Report

Recording Required?

City Council Meeting

CHANGE of ZONE COZ 20-03

March 17, 2020





Application Summary

Applicant: Bauder Young Properties, LLC

Owner: Bauder Young Properties, LLC

Proposal: Rezone 2.86 acres from Residential, Low (RL) to Commercial, Community (CC)

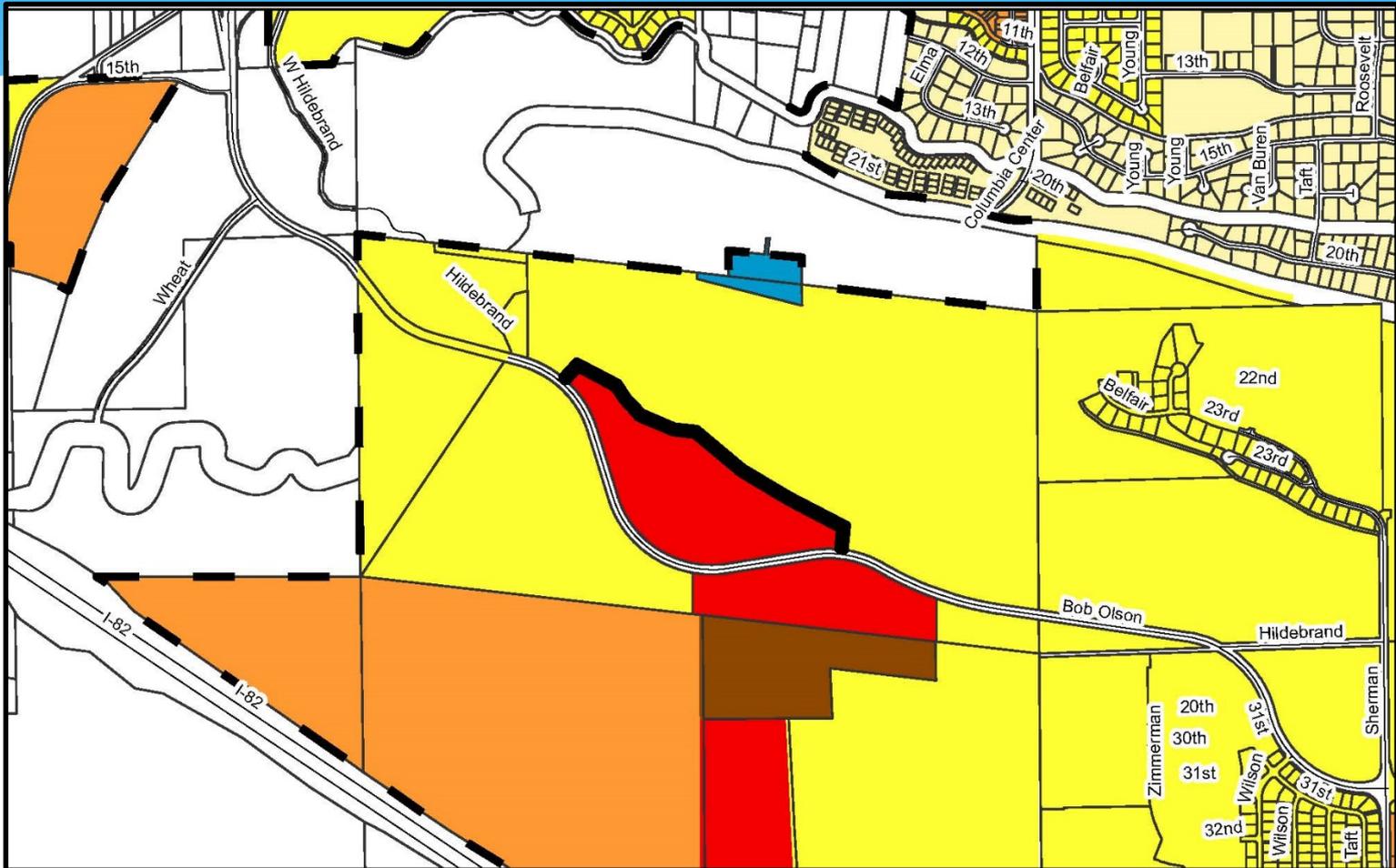
Comprehensive Plan Designation: Commercial

Location: 7640 Bob Olson Pkwy.

Vicinity Map



Zoning Map



COZ 20-03/PLN-2020-00221 Bauder Young Properties

-  City Boundary
-  Commercial, Community
-  Residential, Medium
-  Residential, Suburban
-  Public Facility
-  Residential, High
-  Residential, Low



Property History

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

Permitted Uses

The RL zone allows for single-family residences only.

The CC zone allows a variety of retail, personal service and other commercial uses.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Recommendation

The Planning Commission recommends approval of COZ 20-03.

CITY OF KENNEWICK
ORDINANCE NO. 5867

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 7640 WEST HILDEBRAND BOULEVARD FROM RESIDENTIAL, LOW (RL) TO COMMERCIAL, COMMUNITY (CC) (COZ 20-03, BAUDER YOUNG PROPERTIES, LLC)

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

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

Short Plat #3622, Lot 1, recorded 9/4/2019, under Auditor's File No. 2019-026230. recorded in Volume 1 of Short Plats, Page 3622, Records of Benton County, Washington.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17th day of March, 2020, and signed in authentication of its passage this 17th day of March, 2020.

Attest:

TERRI L. WRIGHT, City Clerk

DON BRITAIN, Mayor

ORDINANCE NO. 5867 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of March, 2020.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE NO: COZ 20-03/PLN-2020-00221

Report Date: February 21, 2020

Hearing Date & Location: March 2, 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 20-03 be APPROVED.

Summary of Proposal: A Change of Zone from Residential, Low (RL) to Commercial, Community (CC) for approximately 2.86 acres in size.

Proposal Location: 7640 W. Hildebrand Blvd.

Legal Description: Parcel No. 1-0789-401-3622-002

Short Plat #3622, Lot 1, recorded 9/4/2019, under Auditor's File No. 2019-026230. Recorded in Volume 1 of Short Plats, page 3622, records of Benton County, Washington.

Property Owners: Bauder Young Properties, LLC
1955 Jadwin Ave.
Richland, WA 99354

Applicant: Bauder Young Properties, LLC
1955 Jadwin Ave.
Richland, WA 99354

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	January 28, 2020
Determination of Completeness Issued	January 28, 2020
Notice of Application Posted	February 4, 2020
SEPA Determination (Adoption of DNS for CPA 19-03)	July 11, 2019
Date of Mailed Notice of Public Hearing	February 13, 2020
Property Posting Sign for Public Hearing	February 4, 2020
Date of Published Notice of Public Hearing	February 16, 2020

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 19-05
5. Affidavit of Mailing/Mailing List dated February 13, 2020

The site is adjacent to the following zoning districts:

North: Residential, Low (RL)
 East: Residential, Low (RL)
 South: Commercial, Community (CC)
 West: Residential, Low (RL)

Applicable Goals and Policies of the Comprehensive Plan:

Utilities Goal 3: Encourage aesthetic compatibility of utility facilities with surrounding land use and opportunities to develop recreation facilities.
 Utilities Policy 3.1: Encourage underground placement of new utilities. Coordinate with other utility providers to ensure that the use of right-of ways and easements meet City street and landscape standards

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 Commercial in the City’s comprehensive plan. The Commercial, Community (CC) zone is an implementing zone of the Commercial 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 the parcel is being used as an operations and maintenance road and is at the same elevation as the adjacent Commercial, Community (CC) zoned property. The

proposal implements goals and policies of the comprehensive plan, specifically Utilities Goal 3 and Utilities Policy 3.1.

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 CC zone implements the Comprehensive Plan's Commercial 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

No comments from the public were received.

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. Kennewick Irrigation District had no comments on the rezone, but provided comments in the event that the property were subdivided in the future.

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 20-03) is a request to change approximately 2.86 acres located at 7640 W. Hildebrand Blvd., from Residential, Low (RL) to Commercial, Community (CC). The applicant has requested the change of zone in order to implement a recently approved Comprehensive Plan Amendment (CPA 19-09) that changed the land use designation from Low Density Residential to Commercial. The parcel proposed to be rezoned is an operations and maintenance road for City water and sewer lines. Once rezoned, a boundary line adjustment could be completed to move the Commercial, Community (CC) zoned parcel to the south.

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

Per KMC 18.03.040(10), "The purpose of the CC district is to stabilize, improve and protect commercial areas, and to provide for orderly growth in new commercial areas in accord with the Comprehensive Plan. CC districts are intended for a wide range of uses to serve the community area to which they are appurtenant."

This proposal will implement the existing Commercial 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 Bauder Young Properties, LLC, (1955 Jadwin Ave., Richland, WA 99354).
2. The property owner is Bauder Young Properties, LLC (1955 Jadwin Ave., Richland, WA 99354).
3. The proposed change of zone is for parcel number 1-1089-407-0015-000 (7640 W. Hildebrand Blvd.).
4. The request is to change the zoning from Residential, Low (RL) to Commercial, Community (CC).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
6. The Commercial, Community (CC) zoning district is an implementing zone of the Commercial Comprehensive Plan Land Use Map designation.
7. The application was submitted on January 28, 2020 and declared complete for processing on January 28, 2020.
8. The application was routed for review to City Departments and outside agencies for comment on January 30, 2020.
9. Access to the site is currently provided from Bob Olson Pkwy.
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 19-03/PLN-2019-000616 on July 11, 2019 was adopted for this proposal.
12. The Property Posting sign for the public hearing was posted on site February 4, 2020.
13. Notice of the public hearing for this application was published in the Tri-City Herald on February 16, 2020. Notices were mailed to property owners within 300 feet of the site on February 13, 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 Commercial 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 CC zone is implements the Comprehensive Plan's Commercial 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 20-03 and recommend APPROVAL to City Council.

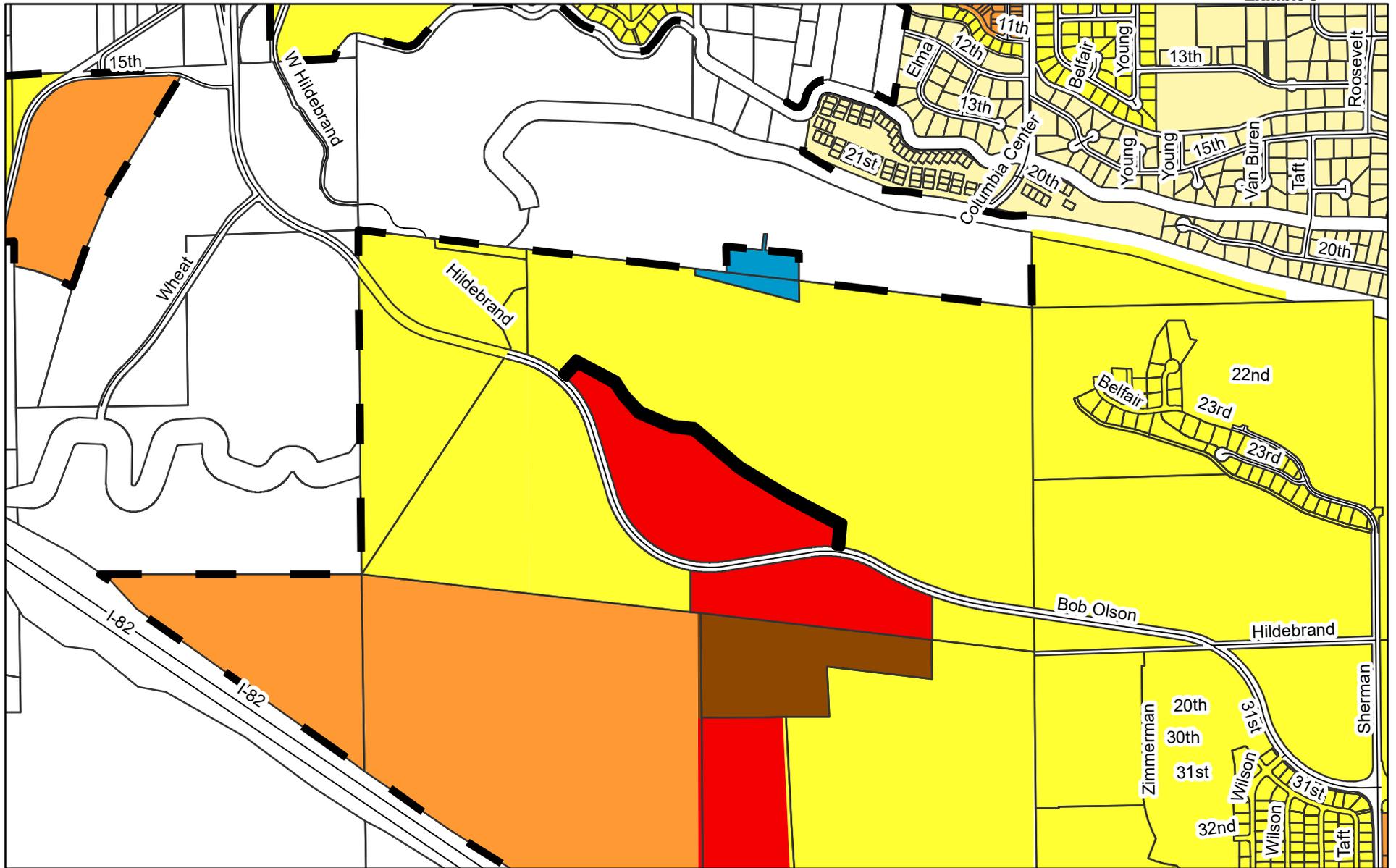
Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 20-03 and recommend APPROVAL to City Council approval of the request.



COZ 20-03/PLN-2020-00221
Residential, Low Density (RL) to Commercial, Community (CC)
7640 W. Hildebrand Blvd.





COZ 20-03/PLN-2020-00221 Bauder Young Properties

- City Boundary
- Public Facility
- Commercial, Community
- Residential, High
- Residential, Medium
- Residential, Low
- Residential, Suburban





CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: PLN-2019-01111, CPA 19-09

DESCRIPTION OF PROPOSAL: Request to change Comp Plan designation from Residential, Low to Residential, High.

PROPONENT: William McKay

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 3112 W. 27th Avenue.

LEAD AGENCY: City of Kennewick

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

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

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

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

This DNS is subject to the attached conditions:

No conditions.
 See attached condition(s).

Date: July 11, 2019

Signature: *Gregory J. McCormick*

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

Copies of this DNS were mailed to:

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



NOTIFICATION OF MAILING

I, Melinda Didier, on 2/13, 2020
Mailed 55 copies of NOPT/Map
for COZ 20-02
to PROP. OWNERS W/in 300'
as shown on the attached list.

Melinda Didier
Signature

37
COZ 20-02
PLN-2020-00190
RMH - RH

**KENNEWICK PLANNING
COMMISSION NOTICE OF PUBLIC
HEARING**

March 2, 2020 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on March 2, 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 20-02/PLN-2020-00190 – Proposes to change the zoning of approximately 6 acres from Residential, Manufactured Home (RMH) to Residential, High (RH). The site is located at 3112 W. 27th Ave.

Proponent – William McKay

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.



**COZ 20-02/PLN-2020-00190
Residential, Manufactured Home (RMH) to Residential High (RH)
3112 W. 27th Ave.**

37
27TH AVE STORAGE CONDOMINIUMS
LLC
3112 W 27TH AVE
KENNEWICK, WA 99337

37
JULIE A BERTHELOTE
2601 S JOHNSON ST
KENNEWICK, WA 99337

37
DAVID A WINTZ
3115 W 24TH AVE
KENNEWICK, WA 99337

37
LINDA J NELSON
2605 S JOHNSON ST
KENNEWICK, WA 99337

37
ALLAN GREEN
3011 W 24TH AVE
KENNEWICK, WA 99337

37
ANDREW T & ELIZABETH A TAYLOR
2708 S IRBY CT
KENNEWICK, WA 99337

37
RAFAEL VALENCIA
3007 W 24TH AVE
KENNEWICK, WA 99337

37
PARAMJIT DHILLON
2709 S IRBY CT
KENNEWICK, WA 99337

37
JASON G & BRIDGETTE L LUNDVALL
3205 W 24TH AVE
KENNEWICK, WA 99337

37
CRAIG & TAMARA CRIDER
3809 W 42ND
KENNEWICK, WA 99337

37
27TH AVE SELF STORAGE PROPERTIES
LLC
3112 W 27TH AVE
KENNEWICK, WA 99337

37
DAWN A KING
3103 W 24TH AVE
KENNEWICK, WA 99337

37
DIANE S DELANGE
2505 S JOHNSON ST
KENNEWICK, WA 99337

37
ROBERT & JANICE E NELSON
3111 W 24TH AVE
KENNEWICK, WA 99337

37
JOHNY R & ANGELA D SHIPPY
2609 S JOHNSON ST
KENNEWICK, WA 99337

37
DAVID A & JANET L MCADIE
2706 S IRBY CT
KENNEWICK, WA 99337

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RICHARD G & SHELLEY F WEIGEL
2708 S HUNTINGTON CT
KENNEWICK, WA 99337

37
JEFFREY I PHILLIPS
2706 S HUNTINGTON CT
KENNEWICK, WA 99337

37
DAVID MEIER
3202 W 24TH AVE
KENNEWICK, WA 99337

37
BRIAN MICHAEL & ARIKA VALARIE
SCHIENBEIN
2707 S HUNTINGTON CT
KENNEWICK, WA 99337

37
DAVID R & KRISTEN M KAUER
3107 W 24TH AVE
KENNEWICK, WA 99337

37
REBECCA B HULBERT
3201 W 24TH AVE
KENNEWICK, WA 99337

37
WAT LAO THAMMAYANARAM
3002 W 27TH AVE
KENNEWICK, WA 99337

37
RICHARD O & JOY R PUTHOFF JR
502 S ZINSER ST
KENNEWICK, WA 99336

37
CANYON LAKES PROPERTY OWNERS
ASSOCIATION
PO BOX 7252
KENNEWICK, WA 99336

37
KURTIS K & SHERRI L HILL
507 W CANYON LAKES DR
KENNEWICK, WA 99337

37
VERNA L DAVIN
2711 S IRBY CT
KENNEWICK, WA 99336

37
PATRICK D & LAURA K LACY
505 W CANYON LAKES DR
KENNEWICK, WA 99337

37
JEAN WHEATON
2710 S HUNTINGTON CT
KENNEWICK, WA 99337

37
DAVE HOPPER
3003 W 24TH AVE
KENNEWICK, WA 99337

37
BENJAMIN MENDOZA ESPINDOLA
3206 W 24TH AVE
KENNEWICK, WA 99337

37
WILLIAM & DOYLE MEAGAN SPEER
503 W CANYON LAKES DR
KENNEWICK, WA 99337

37
RANDALL L & BECKY L RUMLEY
3209 W 24TH AVE
KENNEWICK, WA 99337

37
JEFFERY J & CARISA L VANDERPOL
2712 S HUNTINGTON CT
KENNEWICK, WA 99337

37
LUKE & ROMM SHANNON TAYLOR
2802 S IRBY COURT
KENNEWICK, WA 99336

37
MICHAEL K SMITH
2715 S IRBY CT
KENNEWICK, WA 99337

37
CYNTHIA D WILCOX
3114 W 24TH AVE
KENNEWICK, WA 99337

37
MARIA VALENCIA
3106 W 24TH AVE
KENNEWICK, WA 99337

37
JOMI M GROSS
3110 W 24TH AVE
KENNEWICK, WA 99336

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AUGUST T MATHES
3010 W 24TH AVE
KENNEWICK, WA 99337

37
NORAH K HARRIS
2506 SOUTH JOHNSON ST
KENNEWICK, WA 99337

37
JARROD R & AMANDA L BAILEY
2709 S HUNTINGTON COURT
KENNEWICK, WA 99337

37
MICHAEL G AKRE
214 N. WASHINGTON
KENNEWICK, WA 99336

37
RANDY T & KENDRA R MULLINS
2606 S JOHNSON ST
KENNEWICK, WA 99337

37
SAMANTHA HARRIS, KIMBERLY DUTT,
ISAAC KINZER
2602 S JOHNSON ST
KENNEWICK, WA 99337

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STEPHANIE JENSEN JOSHUA HURST
2510 S JOHNSON ST
KENNEWICK, WA 99337

37
LINDA I & RAY ANTHONY COX
3302 W 24TH AVE
KENNEWICK, WA 99337

37
ROC A & KATHY L MORGAN
2911 W 24TH AVE
KENNEWICK, WA 99337

37
KERRY S NELSON
2802 S HUNTINGTON CT
KENNEWICK, WA 99337

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EUGENE A & CHRISTY J HOLAND
2711 S HUNTINGTON CT
KENNEWICK, WA 99337

37
ROBERT A HUMPHREY
2803 S IRBY CT
KENNEWICK, WA 99337

37
MIRKO & DIJANA MICIC
2713 S HUNTINGTON CT
KENNEWICK, WA 99337

37
MATTHEW W SMITH
15 SW COLORADO STE A
BEND, OR 97702

37
TANALEE BENTLEY
3313 W 24TH AVE
KENNEWICK, WA 99337

37
DAVID R KENT
102035 E BADGER
KENNEWICK, WA 99338

37
JAMES R STEDMAN
3201 W 23RD AVE
KENNEWICK, WA 99337

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If no apartments, no problem.

Richard Coffman
502 S. Zinser Street
Kennewick 99336

With rezoning at some future date could they change it to apartment complexes; so at some future date instead of storage units could have apartment instead of mini-storages.

Staff final comments: None

Public Testimony for COZ 20-02 closed at 7:06 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 20-02 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion: None

The motion passed unanimously.

Vice Chairman Morris opened the public hearing at 7:07 p.m. for Change of Zone (COZ) #20-03 proposing to change the zoning district for approximately 2.86 acres located at 7641 Bob Olson Pkwy from Residential, Low Density (RL) to Commercial, Community (CC). Applicant is Nick Wright, Bauder Young Properties LLC, 1955 Jadwin Ave, Richland, WA 99354.

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 20-03, and recommend to City Council approval of the request.

Planning Commission questions: None

Testimony of Applicant: None

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for COZ 20-03 closed at 7:10 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ 20-03 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 – None

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

None

ADJOURNMENT:

The meeting adjourned at 7:11 p.m.

Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	03/17/2020
Agenda Item Type	Resolution		
Subject	Amending KAC 13-54-020 Speed Limits		
Ordinance/Reso #	20-03	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

That City Council amends the Kennewick Administrative Code, "Traffic Code, Section 13-54-020, Increasing Speed Limit in Certain Zones" by adopting Resolution 20-03.

Motion for Consideration

I move to adopt Resolution 20-03.

Summary

Section 1. Section 13-54-020 of the Kennewick Administrative Code relating to changing and posting Speed Limits in Certain Zones is hereby amended to add the following streets and to designate speed limits as follows:

1. Bob Olson Parkway, S Sherman Street to W 10th Avenue Roundabout from 40 mph to 45 mph.

Alternatives

None

Fiscal Impact

\$2,000 for sign installation.

Through	Sorin Juster Feb 24, 08:25:15 GMT-0800 2020
Dept Head Approval	Cary Roe Mar 05, 07:58:23 GMT-0800 2020
City Mgr Approval	Marie Mosley Mar 13, 16:59:53 GMT-0700 2020

Attachments:

Resolution Minutes

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-03

A RESOLUTION RELATING TO POSTING SPEED LIMITS IN CERTAIN ZONES
AND AMENDING SECTION 13-54-020 OF THE KENNEWICK ADMINISTRATIVE
CODE

WHEREAS, on the 6th day of February, 2020, the Traffic Safety Commission met and discussed amendments to the speed limits on certain streets within the City of Kennewick; and

WHEREAS, on the 6th day of February, 2020, the Traffic Safety Commission met and made a recommendation to amend the speed limits on certain streets within the City of Kennewick; NOW, THEREFORE,

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

Section 1. Section 13-54-020 of the Kennewick Administrative Code relating to changing and posting Speed Limits in Certain Zones is hereby amended to add the following streets and to designate speed limits as follows:

Bob Olson Parkway, South Sherman Street to West 10th Avenue Roundabout from 40 mph to 45 mph.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17th day of March, 2020, and signed in authentication of its passage this 17th day of March, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 20-03 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 18th day of March, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk



TRAFFIC SAFETY COMMISSION
February 6, 2020

Members Present:

Vice Chairman, Cary M. Roe, P.E.
(COK Public Works Director)

Lisa Beaton (COK City Attorney)

Josh Hazlett (COK Traffic Eng. Technician)

Bill Barlow (Ben Franklin Transit)

Sorin Juster, P.E., PTOE (COK Transportation
Manager)

Joe Seet, P.E. (COK Assistant Traffic Engineer)

Jim Thoelke (Ben Franklin Transit)

Dale Daniels, Citizen Representative

Brandon Potts (Kennewick School District)

Greg McCormick (COK Planning)

Matthew Newton (KPD Traffic Division)

Chris Guerrero (COK Police Commander, Patrol
Division)

Josh Hazlett (COK Engineering Tech)

Members Absent:

Clayton Rawlings (Benton County)

Bruce Mills, (COK Public Works)

Chairman, Ken Hohenberg (Chief of Police)

Matt Rasmussen (Benton County)

COK Staff Present:

Kylie Peel (COK PW Administrative Assistant)

Cindy Meyer (COK PW Administrative Assistant)

Visitor:

Chuck Torelli, City Councilmember

CALL TO ORDER

Vice Chairman Cary Roe called the meeting to order at 9:02 a.m. and welcomed all present. Introductions were made around the table.

APPROVAL OF SUMMARY

The agenda for this meeting and summary for the June 27, 2019 meeting were provided. Motion was made by Vice Chairman, Cary Roe and seconded by Bill Barlow to approve the June 27, 2019 Traffic Safety Commission meeting summary as written. Motion carried.

NEW BUSINESS

1. Bob Olsen Parkway Speed Study

- Cary gave a brief description about the history of Bob Olsen Parkway and the speeding issues we are having. Data shows that most vehicles are traveling above the posted speed limit of 40 mph along Bob Olsen. A request has been made to increase the speed limit along this corridor.
- Sorin Juster gave a presentation about a speed study conducted from January 8, 2020 – January 16, 2020 from S. Sherman Street to W. 10th Ave roundabout. Speed Study showed that 85% of drivers drive at 48-49 mph.
- A citation inventory was conducted by the COK Transportation Division. Citation timeline was shown from October 2017 – January 2020, with a posted speed of 40 mph. During this time period there were 348 issued citations. 85% of the citations recorded speed of 55 mph.
- Jim Thaelke (BFT) asked if the study included high school aged students – Sorin said no. Cary mentioned KPD typically uses a trailer that goes on the side of the road that flashes to citizens what their speed is so they pay attention. In this case, the equipment that was used for this study is a smaller piece that people cannot spot.
- Councilman Torelli asked if we are better off leaving the speed limit due to the growing economy, or should we continue to proceed with increasing the speed limit. Cary believes we may need to increase the speed in another 5-10 years due to the development happening out in that area. Greg McCormick asked if signals are planned for that area – there is not at the moment, but is set up for the future if needed.
- Greg followed up with Jim's questions about data for the age of drivers, Matthew Newton said KPD does have that data but has not looked into it, but can later. Councilman Torelli added if KPD could look at the time of day for the spikes and possibly correlate when citations were written for school times etc. Brandon Potts (KSD) appreciates that we are looking at this issue because Southridge High School is adding a bus stop and cross walks due to their expansion. Also, a possible school expansion will be built close to Bob Olsen Parkway within the next 5-10 years. Sorin noted that the posted speed limit will not be raised east of Sherman.
- Bill Barlow (BFT) asked about bus pullouts along Bob Olsen Parkway, as he believes there is about a half a dozen or so and wanting to know if we will be placing more. Cary did not see this happening since there is not enough traffic now.
- Jim Thaelke moved on and asked if the future homes being built will have driveways that face Bob Olsen - Cary mentioned he has designed the road to where future intersections can be built, but no residential/commercial direct access is possible. Cary asked the group what their final thoughts of raising the limit from 40mph to 45mph are. Matthew Newton said the engineering is what is most important, and KPD has no issue with it. Dale Daniels, BFT, and KSD agreed.

2. Traffic Safety Plan

- Sorin gave a presentation on a Systemic Safety Risk Assessment study that has covered the time period from January 2014 – September 2019. It is the first version of a citywide Local Road Safety Plan and is based on fatal and serious injury collisions (why, where, and when). The proposed approach shows what

type of collisions are dominant in our community. Fatal and serious collisions are rare. Within that timeframe, there were more than 8,000 total collisions with 90 fatalities and serious injury collisions. It was shown how many collisions included “head-on, fixed objects, pedestrians, rear-end” etc...

- 50% of collisions are from hitting a pedestrian or fixed object in a non-intersection setting. Sorin explained that the approach for the data table is that we want to go where the most impact is and be investing money into preventing the highest type of collisions. The assessment shows exactly what kind of streets need to be focused on to improve for safety (3 or more lane streets, ADT greater than 10,000 vpd, on minor and primary arterials, low light, and non-intersections).
- Contributing circumstances ranking shows pedestrian collision is mostly caused by a pedestrian failing to yield (48%, 13 collisions) or a vehicle failing to yield to a pedestrian (26%, 7 collisions). A fixed object collision is mostly caused by distracted driving (39%, 7 collisions) or driving under the influence (33%, 6 collisions). Both sets of data are exceeding the State average for similar size communities. A list of countermeasures was generated to address the largest amount of risk factors. Proposed countermeasures for pedestrian collisions include: RRFB's (Repeating Rapid Flashing Beacons) which can reduce up to 50% of collisions, installing streetlights for the segments in question, increased highway illumination, pedestrian crossing barrier, and a road diet. Proposed countermeasures for fixed object collisions include: decrease street light pole spacing, replace old street light heads with new LED versions, and adding high reflective material on objects. Councilman Torelli suggested we compare data with Cities of similar size and see what they've done to prevent these types of collisions.
- Cary echoed Sorin's presentation and said this topic will move forward to the IOC committee to inform Council members. Bill Barlow mentioned that the Council might bring up the suggestion of reducing the speed limits in these areas – Sorin and Cary say we continue to evaluate this area, but that is a different area of topic.
- Jim Thoele asked about the use of camera citations. Cary said very little discussion has been had about them, but the community has not been in favor of installing cameras.

3. 2020 Capital Project Updates

- 18th & Kellogg Reservoir Replacement: This is right in the middle of the Creekstone neighborhood.
 - o Dale Daniels asked what street this project was taking place, it was explained this is off Irving St.
 - o There is an existing reservoir there today (10 million gallons), a new 6 million gallon reservoir will be built next to it, and the old one will then be demoed and re-built at a later time.
- 7th Ave Transmission Main: About 2 miles of 30" water ductile will be replaced. –
 - o This has been bid and awarded and was given Notice to Proceed for January 16, 2020.
- W. 10th Ave Widening: Joliet St. to Columbia Center Blvd. will be widened to a 3-lane road.
 - o Work will consist of installing a sewer main, installation of streetlights, HMA overlay, and KID will be putting in irrigation.
- Asphalt Overlay: Primary location is Edison St. from SR-240 to Canal Dr.
 - o This is planned to be night work only.
- o Starting up further south near Edison St. towards Kamiakin High School. Then on 10th Ave. from Edison St. to Union St. Bill Barlow asked about current ramps, curb, and gutter

being re-done. Cary said it is required to update all those items as the contractor gets to them.

UNFINISHED BUSINESS

None

INFORMATION ITEMS

None

OTHER DISCUSSION

None

ADJOURNMENT

The next Traffic Safety Commission meeting is scheduled for June 11, 2020 at 8:30 a.m.

The meeting was adjourned by Cary Roe at 10:30 a.m.

Respectfully submitted,

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

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	03/17/2020
Agenda Item Type	Ordinance		
Subject	Right of Way Vacation - 2062 North Steptoe Street		
Ordinance/Reso #	5861	Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

Staff recommends the Council hold a public hearing to consider the vacation of right-of-way located at 2062 North Steptoe Street.

Motion for Consideration

I move to adopt Ordinance 5861.

Summary

On January 21, 2020 the Council approved a Memorandum of Agreement with Jacobs RR, LLC to exchange surplus Steptoe Street right-of-way along the east side of Steptoe Street behind the sidewalk for utility and public access easements. This vacation action will finalize the process to allow the exchange to be completed.

At the February 18, 2020 Council meeting, the date of March 17, 2020 was set for a public hearing, and all conditions of proper notice have been fulfilled.

Findings of Fact:

1. This vacation has been approved by affected utility companies.
2. This vacation allows for exchange of surplus right-of-way for utility and public access easements that will benefit the public.
3. The adjacent portion of Steptoe Street is built to its ultimate 5-lane width with shoulders and sidewalks, so the surplus right-of-way behind the sidewalk is not needed for present and future public use.
4. No abutting property owners have objected to this vacation.
5. This Ordinance will be in effect once all terms of the Memorandum of Agreement have been completed.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Mar 06, 13:33:04 GMT-0800 2020
Dept Head Approval	Cary Roe Mar 11, 06:59:51 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 13, 17:02:07 GMT-0700 2020

Attachments: Ordinance Exhibit A

Recording Required?

When recorded, return to:

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

CITY OF KENNEWICK
ORDINANCE NO. 5861

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF NORTH STEPTOE STREET

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 20-02 initiated proceedings to vacate a portion of right-of-way along the east side of North Steptoe Street next to 2062 North Steptoe Street, and by said resolution fixed the 17th day of March, 2020, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way on North Steptoe Street should be heard and determined, and notice of such hearing was given as required by law; and

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

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

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

A portion of right of way to be vacated lying in a portion of the southwest quarter of the southwest quarter of Section 30, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington being more particularly described as follows:

Beginning at the southwest corner of said Section 30, thence North 00°12'08" East along west line of the southwest quarter of said section for a distance of 622.39 feet;

Thence North 88°56'27" East for a distance of 50.01 feet to the easterly right of way line of North Steptoe Street and the northwest corner of Lot 11, Record Survey for Binding

Site Plan Number 2735 as recorded in Volume 1 of Surveys, Page 2735, Records of Benton County, Washington, and also being the True Point of Beginning;

Thence along said easterly right of way North 00°12'08" East for a distance of 150.04 feet to the southwest corner of Lot 3, Block 1, of the Replat of Columbia Center Estates No. 1 as recorded in Volume 14 of Plats, Page 53, Records of Benton County, Washington;

Thence South 88°56'27" West for a distance of 20.04 feet;

Thence South 01°10'19" East for a distance of 150.00 feet;

Thence North 88°56'27" East for a distance of 16.44 feet to the True Point of Beginning.

Said right of way vacation contains 2,735 square feet, more or less,

shall be and hereby is vacated.

Section 2. Findings of Fact.

- a. The area is no longer required for public use.
- b. No abutting property owners have objected.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17th day of March, 2020, and signed in authentication of its passage this 17th day of March, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5861 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of March, 2020.

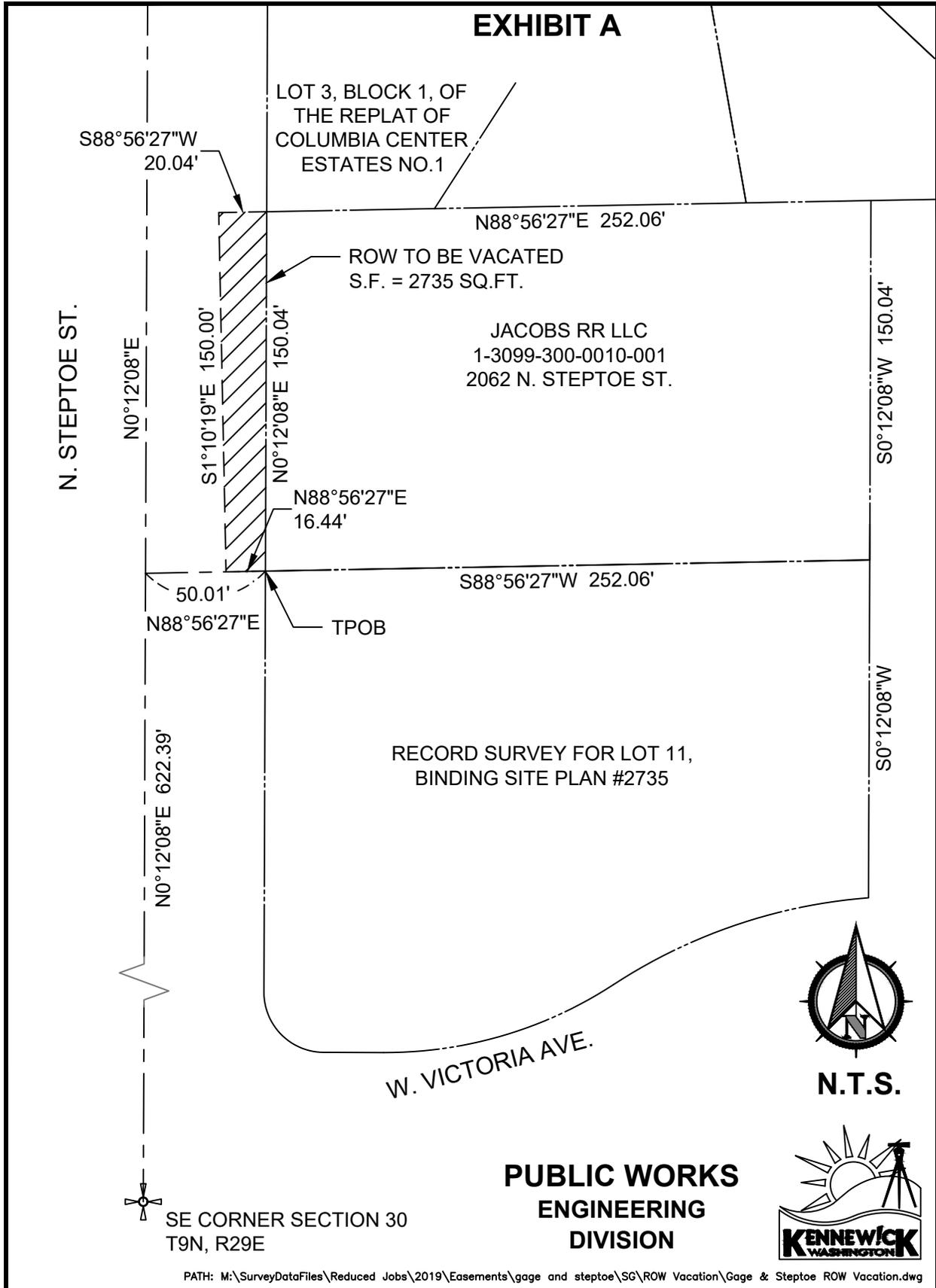
Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

EXHIBIT A



N.T.S.

**PUBLIC WORKS
ENGINEERING
DIVISION**



Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	03/17/2020
Agenda Item Type	General Business Item		
Subject	Proclamation of Emergency		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends authorizing the Mayor to sign the emergency proclamation.

Motion for Consideration

I move to authorize the Mayor to sign the emergency proclamation.

Summary

Staff has prepared an emergency proclamation for the Mayor to sign with council approval. The emergency proclamation will afford the city the ability to seek Federal and State funding where available to mitigate the impacts of the COVID-19 virus on city services. The proclamation allows the city to exercise emergency powers to address this public health crisis. The City is following Federal and State mandates and best practices to minimize the spread of COVID-19. The current recommendation from the CDC is to limit public gatherings to 10 people or less. Staff recommends council approve a motion which will cancel all regular meetings, except for the April 21st regular meeting and all workshops for the Months of March, April, and May. The Mayor may still call for a special meeting to conduct critical and necessary business to maintain the operations of the city. Lastly, in the interest of maintaining social distance and limiting the number of persons gathered, staff recommends council suspend the rules related to the order of business and cancel the visitor section for any future regular or special meeting held between now and the end of May.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Mar 17, 13:30:52 GMT-0700 2020
Dept Head Approval	Lisa Beaton Mar 17, 13:33:29 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 17, 15:42:56 GMT-0700 2020

Attachments: Proclamation

Recording Required?



Proclamation

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency due to the spread of COVID-19 in the United States; and

WHEREAS, the City Manager has initiated the City's Continuity of Operations Plan in response to the threat COVID-19 represents to the community and has reported to the Mayor of the City of Kennewick that a state of emergency exists within the City based upon the spread of COVID-19 in Washington State; and

WHEREAS, KMC 2.08.020 has authorized the City Manager to declare the existence of an emergency when circumstances demand immediate action to preserve public health; and

WHEREAS, RCW 38.52.070 authorizes all political subdivisions within this state to exercise emergency powers within their own jurisdictions under defined circumstances; and

WHEREAS, the United States Center for Disease Control and Prevention identifies the potential public health threat posed by COVID-19 as high, and has advised that person-to-person spread of COVID-19 will continue to occur; and

WHEREAS, existing conditions related to the COVID-19 pandemic warrant a proclamation of emergency as defined by RCW 38.52.010(9)(a); and

WHEREAS, in the judgment of the undersigned, extraordinary measures are required to protect the public health, safety, and welfare of Kennewick residents and may go beyond the capability of local resources

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AS FOLLOWS:

1. **Emergency Declaration.** A civil emergency exists within the City of Kennewick, Washington, as a result of the likely potential for the spread of COVID-19 in Benton and Franklin Counties. RCW 38.52.070 provides for the Mayor to declare an emergency when circumstances demand immediate action to preserve public health. The outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout Washington State can significantly impact the life and health of those living and working in Kennewick, as well as continuity of operations and government at the City, and is a public emergency that affects life, health, property, or the public peace.

2. **Emergency Powers.** The Mayor or his designee(s) are hereby authorized to utilize all emergency powers and authority set forth in RCW 38.52.070. Further the City Manager per KMC 2.08.020 is authorized to utilize the emergency powers noted therein, such as the right to enter into contract, employ temporary workers and incur obligations without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements). This Proclamation of Emergency shall be presented to City Council for ratification as soon as practicable.

3. **State and Federal Assistance.** The City Manager or their designee(s) are hereby authorized to request all available state and federal assistance necessary to respond to this emergency.

4. **City Staff.** City staff will take whatever action is determined to be appropriate to respond to the emergency conditions.

5. **City Council.** As soon as is practicable this proclamation shall be presented to the City Council for ratification and confirmation, modification, or rejection and if rejected shall be void.

6. **Term and Effect.** This declared state of emergency shall remain in effect until further notice.

DATED THIS 17TH DAY OF MARCH 2020.

FOR CITY OF KENNEWICK, BENTON COUNTY, STATE OF WASHINGTON

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	7.b.	Council Date	03/17/2020
Agenda Item Type	General Business Item		
Subject	Council Meetings		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends the cancellation of all regular city council meetings except for the April 21st meeting, and all workshop meeting for the months of March, April and May.

Motion for Consideration

I move to cancel all regular city council meetings except for the April 21st meeting, and all workshop meetings for the months of March, April and May.

Summary

Staff has prepared an emergency proclamation for the Mayor to sign with council approval. The emergency proclamation will afford the city the ability to seek Federal and State funding where available to mitigate the impacts of the COVID-19 virus on city services. The proclamation allows the city to exercise emergency powers to address this public health crisis. The City is following Federal and State mandates and best practices to minimize the spread of COVID-19. The current recommendation from the CDC is to limit public gatherings to 10 people or less. Staff recommends council approve a motion which will cancel all regular meetings, except for the April 21st regular meeting and all workshops for the Months of March, April, and May. The Mayor may still call for a special meeting to conduct critical and necessary business to maintain the operations of the city. Lastly, in the interest of maintaining social distance and limiting the number of persons gathered, staff recommends council suspend the rules related to the order of business and cancel the visitor section for any future regular or special meeting held between now and the end of May.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Mar 17, 13:36:09 GMT-0700 2020
Dept Head Approval	Lisa Beaton Mar 17, 13:42:58 GMT-0700 2020
City Mgr Approval	Marie Mosley Mar 17, 15:42:17 GMT-0700 2020

Attachments:

Recording Required?



City Council Meeting Schedule April 2020

April 7, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 14, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Police Department Annual Update
2. Fire Department Annual Update
3. Closed Session - RCW 42.30.140(4)(b) Collective Bargaining

April 21, 2020
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 28, 2020
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Year-End Financial Review & Spring Budget Adjustment

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