



## CITY COUNCIL REGULAR MEETING AGENDA March 15, 2022 at 6:30 p.m. City Hall Council Chambers and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections or if applicable to provide public testimony for a Public Hearing, please register at [https://us02web.zoom.us/webinar/register/WN\\_kgB6hm7gQIO90uOHtej\\_NQ](https://us02web.zoom.us/webinar/register/WN_kgB6hm7gQIO90uOHtej_NQ). Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to [clerkinfo@ci.kennewick.wa.us](mailto:clerkinfo@ci.kennewick.wa.us), or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:30 p.m. on the Monday before the meeting to be included in the Council packet.

Anyone attending in person is asked to comply with the State mandates regarding gathering in [public spaces](#). Face coverings will be available.

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### 1. CALL TO ORDER

Pledge of Allegiance/Welcome

### HONORS & RECOGNITIONS

- Retiree Recognition – Winston McCulley (15-years), Keith Noble (20-years) and Michael Weatherbee (15-years)

### 2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:30 p.m. on the Monday before the meeting for distribution to Council.

### 3. APPROVAL OF AGENDA

### 4. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of March 1, 2022.
- b. Motion to approve Claims Roster for Columbia Park Golf Course Account for January 2022.
- c. Motion to approve Payroll Roster for February 28, 2022.
- d. Motion to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of South Hill Estate Phase 2, contingent upon payment of fees and bonding for incomplete street and landscape work.
- e. Motion to authorize the Mayor to sign Addendum No. 1 to the 2009 Amended Lease Agreement. Addendum No. 1 - 10 N. Washington Street.

### 5. ORDINANCES/RESOLUTIONS

### 6. PUBLIC HEARINGS/MEETINGS

### 7. NEW BUSINESS

### 8. UNFINISHED BUSINESS

### 9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:30 p.m. on the Monday before the meeting for distribution to Council.

*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*

**10. COUNCIL COMMENTS/DISCUSSION**

**11. ADJOURNMENT**

CITY OF KENNEWICK  
CITY COUNCIL  
Regular Meeting  
March 1, 2022

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Marie Mosley	Emily Estes-Cross
John Trumbo	Anthony Muai	Chris Guerrero
Chuck Torelli	Christina Palmer	Chad Michael
Jim Millbauer	Lisa Beaton	Evelyn Lusignan
Brad Beauchamp	Cary Roe	
Loren Anderson	Terri Wright	
Mayor Bill McKay	Dan Legard	

Mr. Trumbo led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Police Chief Swearing-In

Police Chief Chris Guerrero joined City Clerk Wright at the podium to be sworn in.

2. VISITORS - None

3. APPROVAL OF AGENDA

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

4. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of February 15, 2022.
- (1) Motion to approve Claims Roster - None.  
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for December 2021.
- Motion to approve Payroll Roster for February 15, 2022.
- Motion to authorize the City Manager to sign the updated Right-of-Way Procedure Policy.
- Motion to accept the work of Central Washington Asphalt for contract P2101-21, 2021 Citywide Asphalt Overlay, in the amount of \$1,140,777.45.

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

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. VISITORS

Mark Garrison, 2313 S. Rainier Pl, Kennewick – Spoke regarding outstanding code violation issue and amending the code for tow trucks at residential property.

Tina Gregory, 5208 W. 10<sup>th</sup> Ave, Kennewick – Spoke about mask mandate and people living out of motorhomes and campers.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting was adjourned at 7:10 p.m.

Terri L. Wright, CMC  
City Clerk

**Council Agenda  
Coversheet**



Agenda Item Number	4.b.	Council Date	03/15/2022
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

That Council approve the Claims Roster for the Columbia Park Golf Course Account for January 2022.

**Motion for Consideration**

I move to approve the Claims Roster for the Columbia Park Golf Course Account for January 2022 in the amount of \$42,202.41, comprised of check numbers 2665-2668 in the amount of \$5,520.22 and electronic transfers in the amount of \$36,682.19.

**Summary**

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

**Alternatives**

None.

**Fiscal Impact**

Total \$42,202.41.

Through	Denise Winters Mar 07, 13:21:25 GMT-0800 2022
Dept Head Approval	Dan Legard Mar 08, 17:04:36 GMT-0800 2022
City Mgr Approval	Marie Mosley Mar 10, 08:00:03 GMT-0800 2022

Attachments:

Recording Required?

**COLUMBIA PARK GOLF COURSE FUND**  
**CHECK REGISTER**  
**January 2022**

Check Number	Vendor Check Name	Check Date	Amount	Type
2665	COLUMBIA POINT GOLF COURSE	1/31/2022	\$384.60	Check
2666	KENNEWICK GOLF CORPORATION	1/31/2022	\$4,957.67	Check
2667	TOTAL E INTEGRATED INC.	1/31/2022	\$137.95	Check
2668	YELP	1/31/2022	\$40.00	Check
ADPTS 1616536	ADP TOTAL SOURCE (AUTOPAY)	1/10/2022	\$4,592.72	EFT
NATIONWIDE 364179395	NATIONWIDE	1/1/2022	\$653.48	EFT
WA DOR 0024383470	DEPARTMENT OF REVENUE	1/25/2022	\$1,273.76	EFT
421416	CITY OF KENNEWICK ELECTRICAL	1/12/2022	\$404.67	EFT
421614	BOYD'S TREE SERVICE (INC)	1/12/2022	\$19,982.40	EFT
422984	1-2-1 MARKETING	1/26/2022	\$447.00	EFT
423935	PEPSI COLA BOTTLING CO.	1/31/2022	\$42.70	EFT
Paid by ACH	MERCANTILE SYSTEMS, INC.	1/28/2022	\$204.76	EFT
Paid by ACH	CINTAS CORPORATION #608	1/31/2022	\$16.29	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/14/2022	\$3,530.51	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/28/2022	\$4,357.70	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	1/31/2022	\$763.34	EFT
Bank Deduction	MERCHANT SERVICES	1/1/2022	\$378.97	EFT
Bank Deduction	US Bank	1/14/2022	\$33.89	EFT
			<u>\$42,202.41</u>	

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



\_\_\_\_\_  
 Dan Legard, Finance Director

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

Check numbers 2665-2668	\$ 5,520.22
Electronic transfers	36,682.19
<b>Total</b>	<u><u>\$ 42,202.41</u></u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2665	COLUMBIA POINT GOLF COURSE	1/31/2022		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2666	KENNEWICK GOLF CORPORATION	1/31/2022		\$4,957.67	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,957.67
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,240.00	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,717.67	
2667	TOTAL E INTEGRATED INC.	1/31/2022		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2668	YELP	1/31/2022		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
ADPTS 1616536	ADP TOTAL SOURCE (AUTOPAY)	1/10/2022		\$4,592.72	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,592.72
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,717.19	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,875.53	
NATIONWIDE 364179395	NATIONWIDE	1/1/2022		\$653.48	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$653.48
	PURCH	18400-000-244-00	PREPAID INSURANCE	\$653.48	
WA DOR 0024383470	DEPARTMENT OF REVENUE	1/25/2022		\$1,273.76	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,273.76
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$192.62	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$1,081.14	
421416	CITY OF KENNEWICK ELECTRICAL	1/12/2022		\$404.67	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$404.67
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$138.05	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$266.62	
421614	BOYD'S TREE SERVICE (INC)	1/12/2022		\$19,982.40	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$19,982.40
	PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$19,982.40	
422984	1-2-1 MARKETING	1/26/2022		\$447.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$447.00
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$447.00	
423935	PEPSI COLA BOTTLING CO.	1/31/2022		\$42.70	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$42.70
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.50	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$34.20	
Paid by ACH	MERCANTILE SYSTEMS, INC.	1/28/2022		\$204.76	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$204.76
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$204.76	
Paid by ACH	CINTAS CORPORATION #608	1/31/2022		\$16.29	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$16.29
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$16.29	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/14/2022		\$3,530.51	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$3,530.51
	PURCH	50200-050-244-00	HOURLY WAGES	\$1,665.41	
	PURCH	50200-060-244-00	HOURLY WAGES	\$2,082.28	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$318.15	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$355.75	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$20.75	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	1/28/2022		\$4,357.70	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$4,357.70
	PURCH	50200-050-244-00	HOURLY WAGES	\$1,750.68	
	PURCH	50200-060-244-00	HOURLY WAGES	\$1,739.76	
	PURCH	50300-050-244-00	BONUSES	\$1,000.00	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$478.56	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$281.14	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$19.39	

Check	Vendor	Date	Amount	Debit	Credit
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	1/31/2022		\$763.34	
	PURCH	50000-000-244-00	TEMPORARY ACCT		\$763.34
	PURCH	51800-050-244-00	PROFESSIONAL SERVICES	\$325.00	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$84.98	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$89.35	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES	\$11.00	
	PURCH	52500-080-244-00	OFFICE SUPPLIES	\$56.18	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.25	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$99.66	
	PURCH	55800-060-244-00	OTHER DEPT SUPPLIES	\$87.92	
Bank Deduction	MERCHANT SERVICES	1/1/2022		\$378.97	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$378.97
	PURCH	54000-080-244-00	BANK CHARGES	\$378.97	
Bank Deduction	US Bank	1/14/2022		\$33.89	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$33.89
	PURCH	54000-080-244-00	BANK CHARGES	\$33.89	

# Council Agenda Coversheet



Agenda Item Number	4.c.	Council Date	03/15/2022
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 2/28/2022		
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 2/28/2022 in the amount of \$2,074,146.38 comprised of check numbers 75638 through 75672 and direct deposit numbers 200246 through 200660.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total: \$2,074,146.38.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Mar 03, 15:29:53 GMT-0800 2022	
Marie Mosley	
Mar 10, 08:06:12 GMT-0800 2022	

Attachments: Roster

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Recording  
Required?

March 15, 2022

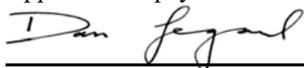
All Departments:

February 28, 2022

ADMINISTRATIVE TEAM	1,788.81
CITY COUNCIL	4,700.00
CITY MANAGER	12,381.78
CIVIL SERVICE	5,215.60
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	25,278.97
EMPLOYEE & COMMUNITY RELATIONS	52,090.48
ENGINEERING	64,264.67
FACILITIES & GROUNDS	57,991.48
FINANCE	56,700.01
FIRE	92,582.23
LEGAL SERVICES	22,681.75
MANAGEMENT SERVICES	85,913.62
POLICE	605,996.97
Subtotal General Fund	<b>1,087,586.37</b>
STREETS	22,453.87
TRAFFIC	29,340.05
Subtotal Street Fund	<b>51,793.92</b>
BI-PIN	10,634.40
BUILDING SAFETY	46,271.64
COMMUNITY DEVELOPMENT	4,290.30
CRIMINAL JUSTICE	68,627.07
EQUIPMENT RENTAL	9,187.65
MEDICAL SERVICES	349,257.45
RISK MANAGEMENT	4,661.43
STORMWATER UTILITY	22,696.04
WATER & SEWER	143,552.57
Subtotal Other Funds	<b>659,178.55</b>
Total Salaries and Wages	<b>1,798,558.84</b>
<b>Benefits:</b>	
Industrial Insurance	41,408.54
Medical Retirement Account	3,300.00
Retirement	121,272.44
Social Security (FICA)	106,867.97
WA Family Leave	2,738.59
	<b>275,587.54</b>
Total Benefits	
Grand Total	<b>\$2,074,146.38</b>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,074,146.38 comprised of check numbers 75638 through 75672 and direct deposit numbers 200246 through 200660.

Approved for payment:



Dan Legard, Finance Director

# Council Agenda Coversheet



Agenda Item Number	4.d.	Council Date	03/15/2022
Agenda Item Type	Final Plat		
Subject	South Hill Estate Phase 2		
Ordinance/Reso #		Contract #	
Project #		Permit #	SUB-2022-0006
Department	Planning		

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

### Recommendation

That City Council authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of South Hill Estates Phase 2, contingent upon payment of fees and bonding for incomplete street and landscape work.

### Motion for Consideration

I move to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of South Hill Estate Phase 2, contingent upon payment of fees and bonding for incomplete street and landscape work.

### Summary

An application has been submitted by Ron Asmus for the Final Plat of South Hill Estate Phase 2. The plat consists of 27 lots and 5 tracts on 8.94 acres, located South of W 48th Avenue and West of S Olson St. The smallest lot is 9,196 sq ft, the largest lot is 24,468 sq ft, and the average lot size is 13,713.11 sq ft.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable City development regulations. With the exception of payment of fees and bonding for incomplete street and landscape work, conditions of the preliminary plat have been met. Following Council approval and plat signatures, the plat can be recorded and lots sold to individual owners. Prior to City signatures, fees will be paid and bonding will be in place.

### Alternatives

No alternatives were reviewed or are recommended as the applicant has met the applicable standards

### Fiscal Impact

None

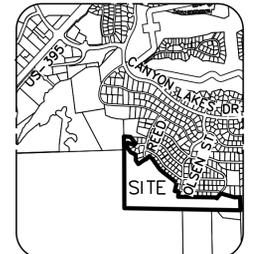
Through	Chris Bowman Mar 04, 10:42:19 GMT-0800 2022
Dept Head Approval	Anthony Muai Mar 08, 07:09:53 GMT-0800 2022
City Mgr Approval	Marie Mosley Mar 10, 08:27:38 GMT-0800 2022

Attachments: Final Plat

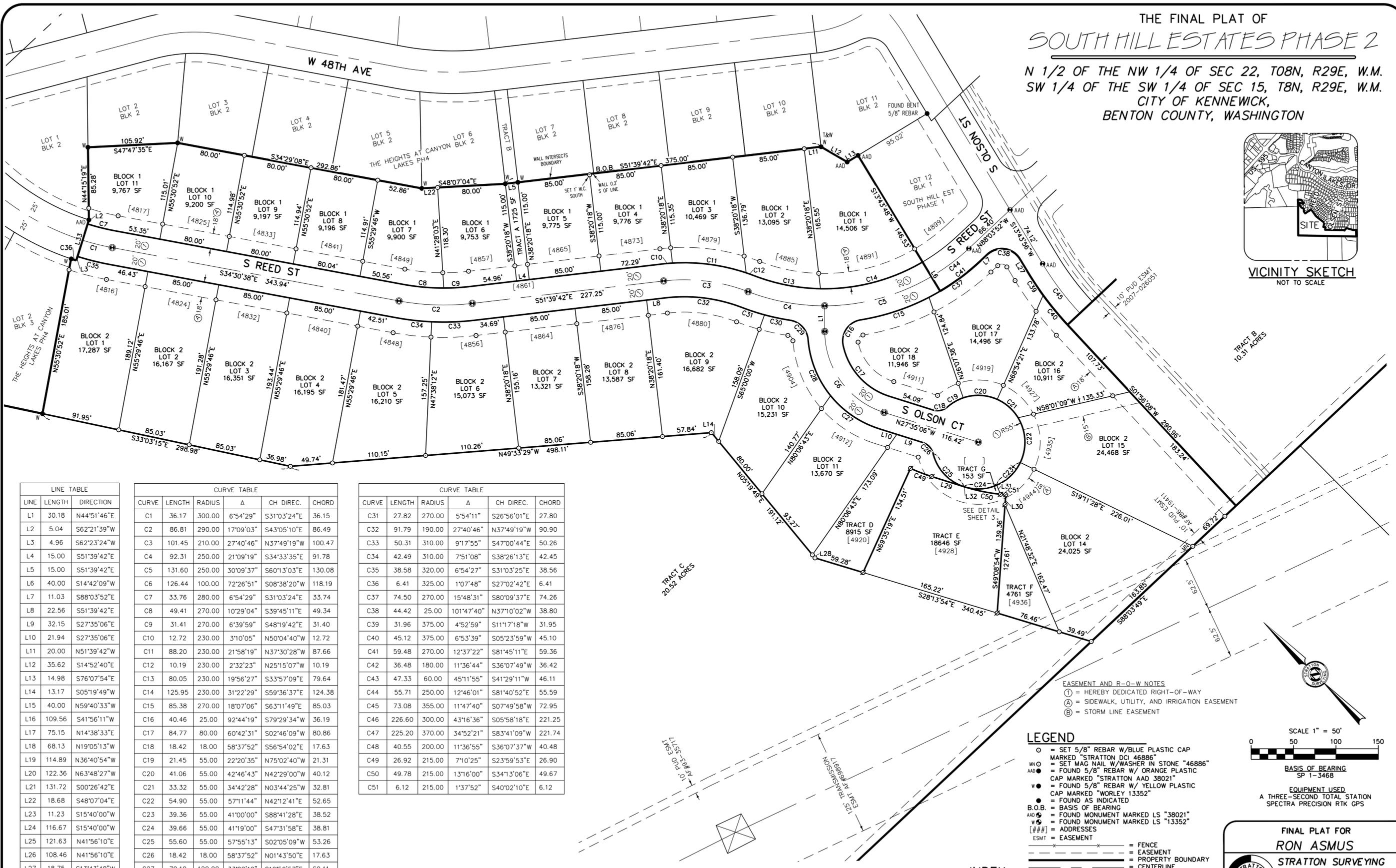
Recording Required?

THE FINAL PLAT OF  
SOUTH HILL ESTATES PHASE 2

N 1/2 OF THE NW 1/4 OF SEC 22, T08N, R29E, W.M.  
SW 1/4 OF THE SW 1/4 OF SEC 15, T8N, R29E, W.M.  
CITY OF KENNEWICK,  
BENTON COUNTY, WASHINGTON



VICINITY SKETCH  
NOT TO SCALE



LINE	LENGTH	DIRECTION
L1	30.18	N44°51'46"E
L2	5.04	S62°21'39"W
L3	4.96	S62°23'24"W
L4	15.00	S51°39'42"E
L5	15.00	S51°39'42"E
L6	40.00	S14°42'09"W
L7	11.03	S88°03'52"E
L8	22.56	S51°39'42"E
L9	32.15	S27°35'06"E
L10	21.94	S27°35'06"E
L11	20.00	N51°39'42"W
L12	35.62	S14°52'40"E
L13	14.98	S76°07'54"E
L14	13.17	S05°19'49"W
L15	40.00	N59°40'33"W
L16	109.56	S41°56'11"W
L17	75.15	N14°38'33"E
L18	68.13	N19°05'13"W
L19	114.89	N36°40'54"W
L20	122.36	N63°48'27"W
L21	131.72	S00°26'42"E
L22	18.68	S48°07'04"E
L23	11.23	S15°40'00"W
L24	116.67	S15°40'00"W
L25	121.63	N41°56'10"E
L26	108.46	N41°56'10"E
L27	18.75	S13°43'48"W
L28	4.69	S05°19'49"W
L29	39.56	N27°35'06"W
L30	11.75	S49°08'54"W
L31	11.62	N21°48'32"E
L32	0.68	N27°35'06"W
L33	50.00	N62°23'24"E

CURVE	LENGTH	RADIUS	Δ	CH DIR.	CHORD
C1	36.17	300.00	6°54'29"	S31°03'24"E	36.15
C2	86.81	290.00	17°09'03"	S43°05'10"E	86.49
C3	101.45	210.00	27°40'46"	N37°49'19"W	100.47
C4	92.31	250.00	21°09'19"	S34°33'35"E	91.78
C5	131.60	250.00	30°09'37"	S60°13'03"E	130.08
C6	126.44	100.00	72°26'51"	S08°38'20"W	118.19
C7	33.76	280.00	6°54'29"	S31°03'24"E	33.74
C8	49.41	270.00	10°29'04"	S39°45'11"E	49.34
C9	31.41	270.00	6°39'59"	S48°19'42"E	31.40
C10	12.72	230.00	3°10'05"	N50°04'40"W	12.72
C11	88.20	230.00	21°58'19"	N37°30'28"W	87.66
C12	10.19	230.00	2°32'23"	N25°15'07"W	10.19
C13	80.05	230.00	19°56'27"	S33°57'09"E	79.64
C14	125.95	230.00	31°22'29"	S59°36'37"E	124.38
C15	85.38	270.00	18°07'06"	S63°11'49"E	85.03
C16	40.46	25.00	92°44'19"	S79°29'34"W	36.19
C17	84.77	80.00	60°42'31"	S02°46'09"W	80.86
C18	18.42	18.00	58°37'52"	S56°54'02"E	17.63
C19	21.45	55.00	22°20'35"	N75°02'40"W	21.31
C20	41.06	55.00	42°46'43"	N42°29'00"W	40.12
C21	33.32	55.00	34°42'28"	N03°44'25"W	32.81
C22	54.90	55.00	57°11'44"	N42°12'41"E	52.65
C23	39.36	55.00	41°00'00"	S88°41'28"E	38.52
C24	39.66	55.00	41°19'00"	S47°31'58"E	38.81
C25	55.60	55.00	57°55'13"	S02°05'09"W	53.26
C26	18.42	18.00	58°37'52"	N01°43'50"E	17.63
C27	70.10	120.00	33°28'18"	S10°50'57"E	69.11
C28	72.15	120.00	34°27'04"	S23°06'44"W	71.07
C29	33.51	25.00	76°47'23"	N01°56'35"E	31.05
C30	30.95	270.00	6°34'00"	S33°10'06"E	30.93

CURVE	LENGTH	RADIUS	Δ	CH DIR.	CHORD
C31	27.82	270.00	5°54'11"	S26°56'01"E	27.80
C32	91.79	190.00	27°40'46"	N37°49'19"W	90.90
C33	50.31	310.00	9°17'55"	S47°00'44"E	50.26
C34	42.49	310.00	7°51'08"	S38°26'13"E	42.45
C35	38.58	320.00	6°54'27"	S31°03'25"E	38.56
C36	6.41	325.00	1°07'48"	S27°02'42"E	6.41
C37	74.50	270.00	15°48'31"	S80°09'37"E	74.26
C38	44.42	25.00	101°47'40"	N37°10'02"W	38.80
C39	31.96	375.00	4°52'59"	S11°17'18"W	31.95
C40	45.12	375.00	6°53'39"	S05°23'59"W	45.10
C41	59.48	270.00	12°37'22"	S81°45'11"E	59.36
C42	36.48	180.00	11°36'44"	S36°07'49"W	36.42
C43	47.33	60.00	45°11'55"	S41°29'11"W	46.11
C44	55.71	250.00	12°46'01"	S81°40'52"E	55.59
C45	73.08	355.00	11°47'40"	S07°49'58"W	72.95
C46	226.60	300.00	43°16'36"	S05°58'18"E	221.25
C47	225.20	370.00	34°52'21"	S83°41'09"W	221.74
C48	40.55	200.00	11°36'55"	S36°07'37"W	40.48
C49	26.92	215.00	7°10'25"	S23°59'53"E	26.90
C50	49.78	215.00	13°16'00"	S34°13'06"E	49.67
C51	6.12	215.00	1°37'52"	S40°02'10"E	6.12

**SURVEYOR'S CERTIFICATE:**  
I, DEREK C. INGALSBIE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "SOUTH HILL ESTATES PHASE 2", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBIE LS46886 DATE \_\_\_\_\_



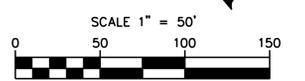
**INDEX**

1/4	SEC	T.	R.
15	08N	29E	
22	08N	29E	

**EASEMENT AND R-O-W NOTES**  
 ① = HEREBY DEDICATED RIGHT-OF-WAY  
 A = SIDEWALK, UTILITY, AND IRRIGATION EASEMENT  
 B = STORM LINE EASEMENT

**LEGEND**  
 ○ = SET 5/8" REBAR W/BUE PLASTIC CAP MARKED "STRATTON DCI 46886"  
 AAD ○ = SET MAG NAIL W/WASHER IN STONE "46886"  
 ● = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"  
 ● = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "WORLEY 13352"  
 ● = FOUND AS INDICATED  
 B.O.B. = BASIS OF BEARING  
 AAD ○ = FOUND MONUMENT MARKED LS "38021"  
 W ○ = FOUND MONUMENT MARKED LS "13352"  
 [###] = ADDRESSES  
 ESMT = EASEMENT  
 --- = FENCE  
 --- = EASEMENT  
 --- = PROPERTY BOUNDARY  
 --- = CENTERLINE

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_, M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_, AT THE REQUEST OF DEREK C. INGALSBIE, P.L.S.  
 BENTON COUNTY AUDITOR \_\_\_\_\_ DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_



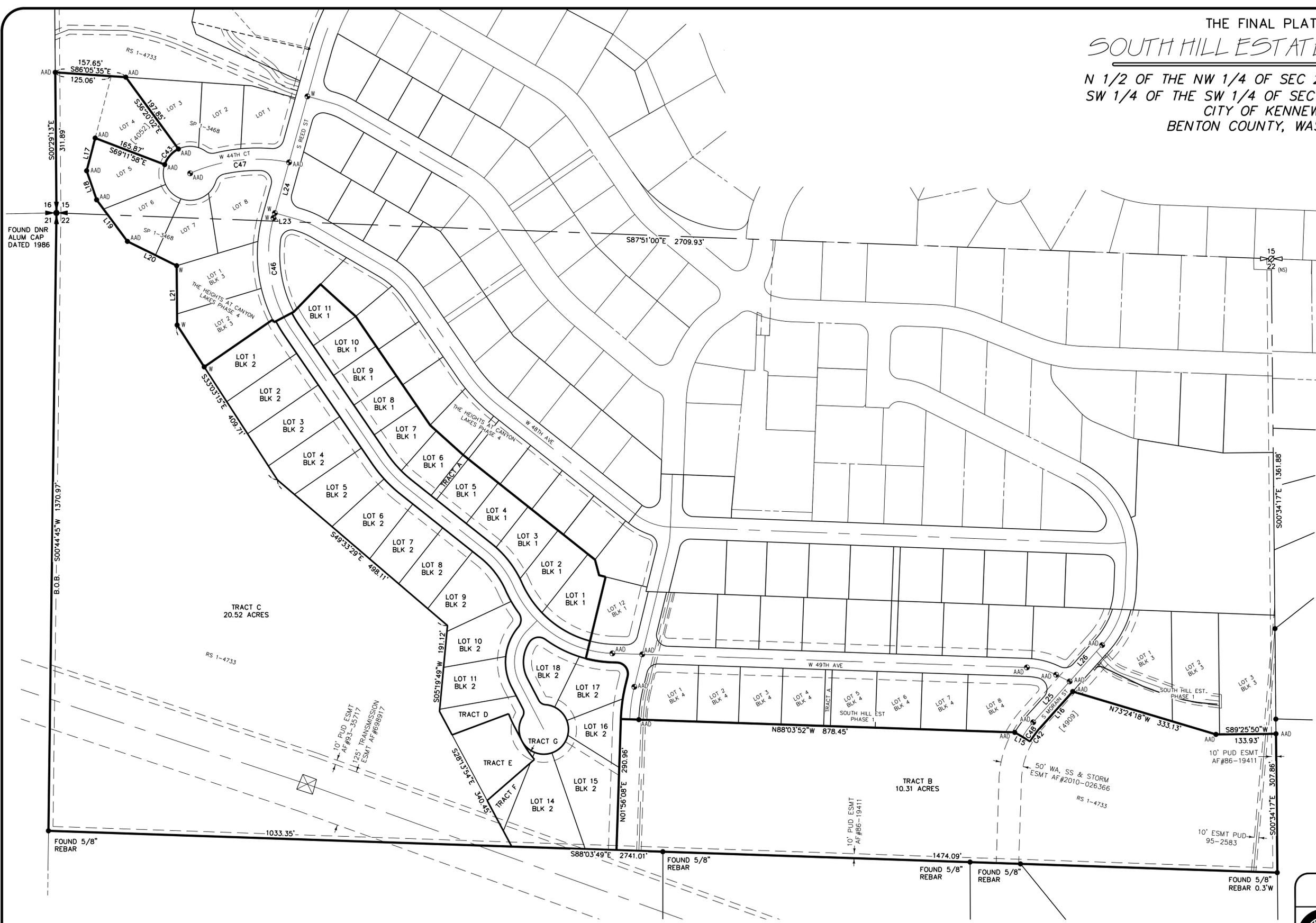
SCALE 1" = 50'  
 BASIS OF BEARING  
 SP 1-3468  
 EQUIPMENT USED  
 A THREE-SECOND TOTAL STATION  
 SPECTRA PRECISION RTK GPS

**FINAL PLAT FOR  
RON ASMUS**  
**STRATTON SURVEYING & MAPPING P.C.**  
 313 NORTH MORAIN STREET  
 KENNEWICK, WA 99336  
 (509) 735-7364  
 FAX: (509) 735-6560  
 www.strattonsurvey.com

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 DATE: 02/28/22 SH. 1 OF 3  
 DRAWN BY: DCI JOB # 4722

THE FINAL PLAT OF  
*SOUTH HILL ESTATES PHASE 2*

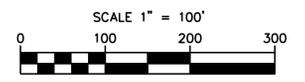
N 1/2 OF THE NW 1/4 OF SEC 22, T08N, R29E, W.M.  
SW 1/4 OF THE SW 1/4 OF SEC 15, T8N, R29E, W.M.  
CITY OF KENNEWICK,  
BENTON COUNTY, WASHINGTON



FOUND DNR  
ALUM CAP  
DATED 1986

FOUND 5/8"  
REBAR

FOUND 5/8"  
REBAR 0.3'W



**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_, AT THE REQUEST OF DEREK C. INGALSBIE, P.L.S.  
BENTON COUNTY AUDITOR \_\_\_\_\_ DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_

<b>FINAL PLAT FOR RON ASMUS</b>	
<b>STRATTON SURVEYING &amp; MAPPING P.C.</b>	
313 NORTH MORAIN STREET KENNEWICK, WA 99336 (509) 735-7364 FAX: (509) 735-6560 www.strattonsurvey.com	
4722FP2A.DWG	© 2022
DATE: 02/28/22	SHT. 2 OF 3
DRAWN BY: DCI	JOB # 4722

**DESCRIPTION**

LOT 4 OF THE SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3468, RECORDS OF BENTON COUNTY, WASHINGTON RECORDED UNDER AF#2015-019645, TOGETHER WITH THAT PORTION OF LOT 9 OF ABOVE SAID SHORT PLAT LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:  
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 86°05'35" WEST ALONG THE NORTHERLY LINE OF SAID LOT EXTENDED 125.06 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 9 AND THE TERMINUS OF SAID LINE;

EXCEPT PORTION LYING IN THE PLAT SOUTH HILL ESTATES PHASE 1.

CONTAINING 41.46 ACRES

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

**DEDICATION**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME SOUTH HILL ESTATES PHASE 2.

RONALD E. ASMUS \_\_\_\_\_ DATE \_\_\_\_\_

TRACEY L. ASMUS \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

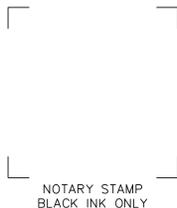
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RONALD E. ASMUS AND TRACEY L. ASMUS, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

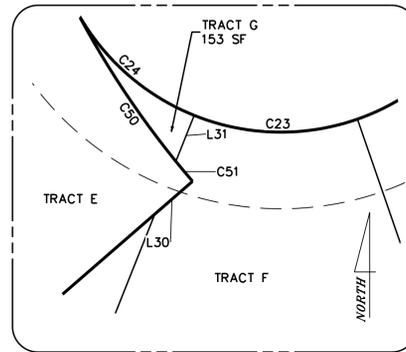
DATED: \_\_\_\_\_

PRINTED NOTARY PUBLIC \_\_\_\_\_

SIGNED NOTARY PUBLIC \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_



BEARING	DISTANCE	PLAT CLOSURE		EAST	WEST
		NORTH	SOUTH		
S88°03'49"E	2741.01	0.0000	92.6221	2739.444	0.0000
N00°34'17"W	307.86	307.8447	0.0000	0.0000	3.0701
S89°25'50"W	133.93	0.0000	1.3312	0.0000	133.9234
N73°24'18"W	333.13	95.1439	0.0000	0.0000	319.2542
S41°56'11"W	109.56	0.0000	81.5003	0.0000	73.2195
S36°07'49"W	36.42	0.0000	29.4157	0.0000	21.4741
N59°40'33"W	40.00	20.1957	0.0000	0.0000	34.5273
N88°03'52"W	878.45	29.6711	0.0000	0.0000	877.9488
N07°50'29"E	76.95	76.2305	0.0000	10.4984	0.0000
N13°43'48"E	18.75	18.2142	0.0000	4.4502	0.0000
N37°10'02"W	38.80	30.9188	0.0000	0.0000	23.4407
N88°03'52"W	11.03	0.3726	0.0000	0.0000	11.0237
N81°45'11"W	59.36	8.5147	0.0000	0.0000	58.7462
N13°43'48"E	40.00	38.8570	0.0000	9.4939	0.0000
N13°43'48"E	146.53	142.3429	0.0000	34.7784	0.0000
N76°07'45"W	14.98	3.5912	0.0000	0.0000	14.5432
N14°52'40"W	35.62	34.4259	0.0000	0.0000	9.1457
N51°39'42"W	375.00	232.6142	0.0000	0.0000	294.1354
N48°07'04"W	98.68	65.8790	0.0000	0.0000	73.4691
N34°29'08"W	292.86	241.3955	0.0000	0.0000	165.8168
N47°47'35"W	105.92	71.1582	0.0000	0.0000	78.4573
S44°15'19"W	85.28	0.0000	61.0808	0.0000	59.5132
S62°23'24"W	50.00	0.0000	23.1726	0.0000	44.3061
N27°02'31"W	6.41	5.7092	0.0000	0.0000	2.9143
S55°30'52"W	185.01	0.0000	104.7525	0.0000	152.4979
N33°03'15"W	110.73	92.8090	0.0000	0.0000	60.3956
N00°26'42"W	131.72	131.7160	0.0000	0.0000	1.0230
N63°48'12"W	122.36	54.0137	0.0000	0.0000	109.7929
N36°40'54"W	114.89	92.1380	0.0000	0.0000	68.6316
N19°05'13"W	68.13	64.3845	0.0000	0.0000	22.2787
N14°38'33"E	75.15	72.7093	0.0000	18.9969	0.0000
S69°11'58"E	165.87	0.0000	58.9033	155.0589	0.0000
N41°29'11"E	46.11	34.5416	0.0000	30.5452	0.0000
N36°20'02"W	197.85	159.3837	0.0000	0.0000	117.2240
N86°05'35"W	157.65	10.7419	0.0000	0.0000	157.2836
S00°29'13"E	311.89	0.0000	311.8787	2.6507	0.0000
S00°44'45"W	1370.97	0.0000	1370.854	0.0000	17.8457
		2135.517	2135.511	3005.917	3005.902



THE FINAL PLAT OF  
**SOUTH HILL ESTATES PHASE 2**  
 N 1/2 OF THE NW 1/4 OF SEC 22, T08N, R29E, W.M.  
 SW 1/4 OF THE SW 1/4 OF SEC 15, T8N, R29E, W.M.  
 CITY OF KENNEWICK,  
 BENTON COUNTY, WASHINGTON

**IRRIGATION**

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT \_\_\_\_\_ ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20\_\_\_\_ A.D.

KENNEWICK IRRIGATION DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVALS**

THE PLAT "SOUTH HILL ESTATES PHASE 2" IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, STATE OF WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
 FILE NO. SUB-2022-0006 / PLN-20\_\_\_\_, PARCEL NO. 122892013468012

KENNEWICK CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR, CITY OF KENNEWICK \_\_\_\_\_ DATE \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY CASCADE NATURAL GAS.

CASCADE NATURAL GAS \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY FRONTIER.

FRONTIER \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY CHARTER CABLEVISION.

CHARTER CABLEVISION \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY BENTON P.U.D. No. 1

BENTON P.U.D. No. 1 \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**TREASURERS CERTIFICATE**

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR \_\_\_\_ A.D. PARCEL NO. 122892013468012

BENTON COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

BENTON COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**TRACTS**

TRACT A - IS FOR THE USE OF A PEDESTRIAN WALKWAY  
 TRACT B - IS FOR A FUTURE PHASE  
 TRACT C - IS TO BE RETAINED BY THE OWNER OF RECORD.  
 TRACTS D, E, F & G - ARE TO BE RETAINED BY THE OWNER OF RECORD FOR A FUTURE BOUNDARY LINE ADJUSTMENT AFTER A ZONE CHANGE.

**CITY REQUIRED NOTES**

1. TRANSPORTATION AND PARK IMPACT FEES ARE PAYABLE AT TIME OF BUILDING PERMIT.

**SURVEYOR NOTES**

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE SUBDIVISION GUARANTEE PREPARED BY \_\_\_\_\_ OF TITLE COMPANY, ORDER NUMBER \_\_\_\_\_, DATED \_\_\_\_/\_\_\_\_/\_\_\_\_ OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.

2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

BENTON COUNTY AUDITOR \_\_\_\_\_

DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_

**FINAL PLAT FOR  
 RON ASMUS**

**STRATTON SURVEYING  
 & MAPPING P.C.**

313 NORTH MORAIN STREET  
 KENNEWICK, WA 99336  
 (509) 735-7364  
 FAX: (509) 735-6560  
 www.strattonsurvey.com

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DATE: 02/28/22 SH. 3 OF 3

DRAWN BY: DCI JOB # 4722

# Council Agenda Coversheet



Agenda Item Number	4.e.	Council Date	03/15/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Addendum No. 1 - 10 N. Washington Street		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

Authorize the Mayor to sign Addendum No. 1 to the 2009 Amended Lease Agreement.

### Motion for Consideration

I move to authorize the Mayor to sign Addendum No. 1 to the 2009 Amended Lease Agreement.

### Summary

In 1976 the City sold the property at 10 N. Washington Street to Civic Investors Inc. and provided a 25 year lease for ingress and egress for the area shown on the Map attached to this coversheet. The Lease was renewed in 2001 and then amended in 2009 when Civic Investors dissolved and the property was transferred to Sid Lantor who had been a shareholder in the corporation. The term of the Amended Lease remained the same and expires January 1, 2028. The Sidney Lantor and Murial Lantor Revocable Trust is in the process of selling the property at 10 N. Washington Street to Benton-Franklin Elder Services (dba Adult Day Services). Section 6 of the Amended Lease Agreement from 2009 requires the City's consent before the Lessee can assign their interests in the Lease. The Trust has requested the City consent to assignment of their interest in the Lease Agreement to Benton-Franklin Elder Services. The request has been routed to Public Works for their review and they have no concerns or objections to the assignment of the Lease. Addendum No. 1 to the Amended Lease Agreement provides the City's consent to the assignment and acknowledges that the new Lessee upon execution will be Benton-Franklin Elder Services. Staff recommends council authorize the Mayor to sign Addendum No. 1 to the 2009 Amended Lease Agreement.

### Alternatives

NONE

### Fiscal Impact

NONE

Through	Kristi Johnson Mar 09, 13:36:08 GMT-0800 2022
Dept Head Approval	Lisa Beaton Mar 09, 13:37:19 GMT-0800 2022
City Mgr Approval	Marie Mosley Mar 10, 08:05:26 GMT-0800 2022

Attachments:

Addendum Amended Agreement Map
--------------------------------------

Recording Required?

Please Return Recorded Document to:

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

ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF NEW LESSEE  
FOR THE AMENDED LEASE AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK  
AND  
SIDNEY LANTOR AND MURIEL LANTOR REVOCABLE TRUST

THIS MODIFICATION TO THE AMENDED LEASE AGREEMENT with the Sidney Lantor and Muriel Lantor Revocable Trust is made and entered into this \_\_\_\_ day of March, 2022 by and between the CITY OF KENNEWICK, a Washington municipal corporation, hereinafter referred to as “City”, and Benton-Franklin Elder Services (dba Adult Day Services), hereinafter referred to as “Lessee.”

WHEREAS, on January 4, 1978 the City entered into a 25 year Lease Agreement with Civic Investors Inc., for vehicular ingress and egress over the City’s property; and

WHEREAS, on June 5, 2001 the City renewed the Lease Agreement with Civic Investors, Inc, for another 25 year term with an effective date of January 1, 2003; and

WHEREAS, on June 16, 2009 the City entered into an Amended Lease Agreement for vehicular ingress and egress over the same property with Sidney Lantor who had been a shareholder in the previous Lessee Civic Investors, Inc., the term of the Amended Lease Agreement remained the same at 25 years with the effective date being January 1, 2003; and

WHEREAS, the Sidney Lantor and Muriel Lantor Revocable Trust has or will be selling its property to Benton-Franklin Elder Services and is requesting the City’s consent to assignment of its interest the Amended Lease Agreement with the City; and

WHEREAS, Section 6 of the Amended Lease Agreement requires the City’s permission before the Lessee may assign its interests in the Amended Lease Agreement; and

WHEREAS, by approving Addendum No. 1 to the June 16, 2009 Amended Lease Agreement, the City consents to the assignment of the interests of the Sidney Lantor and Muriel Lantor Revocable Trust to a new Lessee, Benton-Franklin Elder Services (dba Adult Day Services) and authorizes the Mayor to sign this Addendum No. 1 to the Amended Lease Agreement; NOW THEREFORE,

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

Section 1. The Parties agree the new “Lessee” under the Amended Lease Agreement dated June 16, 2009, between the City and Sidney Lantor and Muriel Lantor Revocable Trust from this date forward shall be Benton-Franklin Elder Services (dba Adult Day Services). By signing this Addendum No. 1, Benton-Franklin Elder Services agrees to all of the terms and conditions contained in the June 16, 2009 Amended Lease Agreement. The Sidney Lantor and Muriel Lantor Revocable Trust is hereby released from any obligations or conditions associated with the June 16, 2009 Amended Lease Agreement as Lessee.

Section 2. All other terms and conditions contained in the Amended Lease Agreement dated June 16, 2009 not specifically amended above or inconsistent with the terms as amended above, shall remain in full force and effect.

**LESSOR**

CITY OF KENNEWICK

Attest:

By: \_\_\_\_\_  
W. D. MCKAY, Mayor

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

Approved as to form:

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

**LESSEE**

Benton-Franklin Elder Services

By: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the \_\_\_ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM D. MCKAY and TERRI L. WRIGHT, to me known to be the Mayor and City Clerk, respectively, of the CITY OF KENNEWICK, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

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

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

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the \_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of BENTON-FRANKLIN ELDER SERVICES, the \_\_\_\_\_ that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

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

Please send recorded document to:

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

## AMENDED LEASE AGREEMENT

WHEREAS, on June 5, 2001, the City of Kennewick and Civic Investors, Inc. entered into a Lease Agreement; and

WHEREAS, on December 29, 2008, Civic Investors, Inc. dissolved its corporation; and

WHEREAS, Sidney Lantor was the sole shareholder of Civic Investors, Inc.; and

WHEREAS, the Board of Directors of Civic Investors, Inc. filed a Plan of Dissolution and Shareholder Approval and Articles of Dissolution of Civic Investors, Inc. on December 29, 2008, and

WHEREAS, the Board of Directors of Civic Investors, Inc. agreed all remaining assets of the Corporation would be distributed to Sidney Lantor, as sole shareholder; NOW, THEREFORE, the Lease Agreement dated June 5, 2001, between the City of Kennewick and Civic Investors, Inc. is hereby amended to read as follows:

This amended agreement, made and entered into this 16<sup>th</sup> day of June, 2009, by and between the CITY OF KENNEWICK, a municipal corporation, hereinafter referred to as "lessor," and SIDNEY LANTOR, hereinafter referred to as "lessee," WITNESSETH:

That for and in consideration of the covenants to be performed by the respective parties, lessor does hereby lease unto lessee and lessee does hereby lease from lessor, the following described premises situated in the City of Kennewick, Benton County, Washington, to wit:

All those portions of Blocks 1 and 7 of Beach's First Addition to Kennewick, according to the recorded plat thereof, of the alley in said Block 7, and of vacated East Avenue A (formerly Ash Street) and vacated North Alder Street (formerly Adams Street), together bounded and described as follows:

Beginning at the southwest corner of Lot 1 in said Block 7, Beach's First Addition; thence north along the west line of said Block 7, and the extension of said west line, and along the west line of said Block 1 a distance of 227.68 feet; thence southeasterly along a straight line a distance of 420.85 feet, more or less, to a point in the west line of Block 6 of said Beach's First Addition that is 219.86 feet distant north from the southwest corner of said Block 6; thence south along the west line of said Block 6 a distance of 120.41 feet, more or less, to a point 150.0 feet distant southwesterly, measured radially, from the centerline of the main track of the Yakima Branch of the Oregon-Washington Railroad & Navigation Company as now constructed and operated; thence northwesterly along the southerly right-of-way line of said Railroad Company which is a line curving to the left, having a radius of 5579.65 feet and which is concentric with and 150.0 feet distant southwesterly, measured radially, from said centerline of main track, to a point in the south line of the north half of said Block 7; thence west along the south line of the north half of said Block 7 to the point of beginning.

Except that portion described as follows:

All those portions of Blocks 1 and 7 of Beach's First Addition to Kennewick, according to the recorded plat thereof, of the alley in said Block 7, and of vacated East Avenue A (formerly Ash Street). Beginning at the southwest corner of Lot 1 in said Block 7, Beach's First Addition; Thence north along the west line of said Block 7, and the extension of said west line, to the Southwest corner of Lot 8, Block 1 in said plat; thence South  $70^{\circ}01'$  East a distance of 236.35 feet more or less to an intersection with the North line of said Block 7, thence East along said North line to the Northeast corner of Lot 12, Block 7, Beach's First Addition; thence South along the East line of said Lot 12 to the Southeast corner; thence West along the South line and Westerly extension of Lot 12, Block 7, Beach's First Addition to the Southwest corner of Lot 1, Block 7, Beach's First Addition and the terminus of this description.

And except 80.00 feet for North Alder Street right-of-way.

All subject to a 10-foot wide easement over an existing waterline,

for a period of twenty-five (25) years to commence on the 1<sup>st</sup> day of January, 2003.

That the parties hereto covenant and agree as follows:

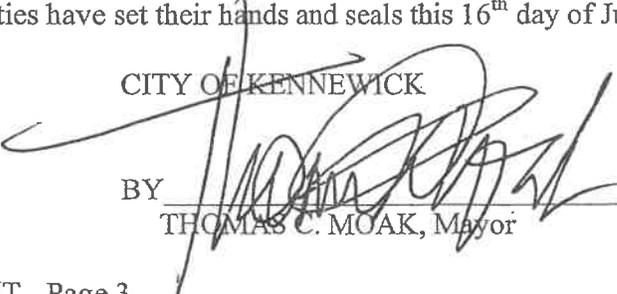
1. That the lessee uses the above-described demised premises solely for the purpose of vehicular ingress and egress.

2. That the lessor shall improve the demised premises for use of the demised premises for vehicular ingress and egress pursuant to the appropriate requirements of Kennewick Municipal Code 18.36.
3. During the term of this lease, lessee shall pay the rental in the sum of \$1.00 per year on the first day of each year during the term of this lease.
4. Lessee shall indemnify and hold harmless lessor against any liability, direct or indirect, arising out of the use of the premises or any part thereof during the term of this lease or the occupancy of the leased premises by the lessee.
5. Lessee shall comply with all state and federal laws and city ordinances and county ordinances affecting the occupancy of the leased premises and the maintenance of any adjacent public places and sidewalks. Lessee will keep the premises in a sanitary, clean and safe condition; that lessee will permit no waste, damage or injury to said premises.
6. Lessee shall have no right to assign the lease or any interest therein or to sublet all or any part of the premises or to permit management or operation of all or any part of the premises by another without first obtaining the written permission of the lessor.
7. A part of the consideration for granting this lease shall give lessee right to renew this lease for a like term under the same terms, provisions and conditions of this agreement as long as lessee faithfully performs each and every term and condition of this lease. This right of renewal shall continue until lessor requires the land referred to herein for public purposes. In the event lessee desires to renew this lease, lessee shall give notice in writing not less than thirty (30) days prior to the expiration of this lease to the lessor. In the event lessor requires utilization of the land referred to herein for public purposes, lessor shall give lessee notice of the need of acquiring such property at least sixty (60) days before the date of need.
8. Any improvement to the land which the lessee may perform shall be to the approval of the City Engineer. In the event lessor requires utilization of the land referred to herein for public purposes, the lessee shall relinquish all right to the land including any improvements thereon without additional compensation.
9. Time is of the essence of each and every provision. No waiver of any breach of any condition shall waive any other condition or covenant or any future breach.

IN WITNESS WHEREOF, the parties have set their hands and seals this 16<sup>th</sup> day of June, 2009.

CITY OF KENNEWICK

BY

  
THOMAS C. MOAK, Mayor

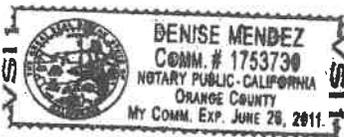


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

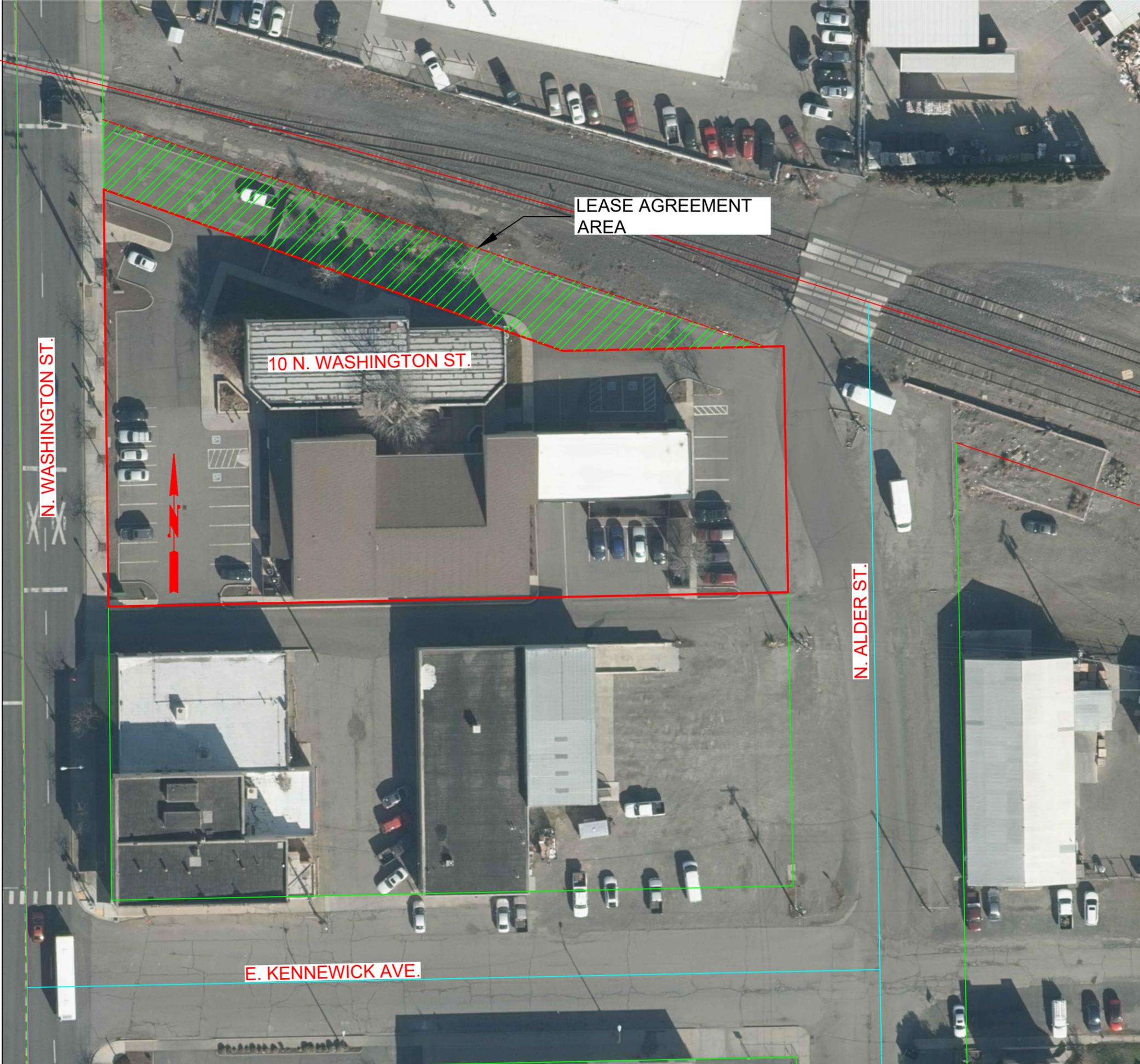
*Denise Mendez*

Notary Public in and for the State of California,  
residing at Orange County  
My Commission Expires: June 26, 2011

State of California, County of Orange  
On June 26, 2009 before me, Denise Mendez,  
Notary Public, personally appeared Sidney Harold Lanter,  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that s/he/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



x *Denise Mendez*



N. WASHINGTON ST.

10 N. WASHINGTON ST.

E. KENNEWICK AVE.

LEASE AGREEMENT AREA

N. ALDER ST.



# City Council Meeting Schedule March 2022

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The City broadcasts all City Council meetings on the City's website  
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

March 1, 2022 Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING
March 4, 2022 Friday, 11:00 a.m.	COUNCIL - Toyota Center Tour 7000 W. Grandridge Blvd
Friday, 12:00 p.m.-5:00 p.m.	COUNCIL RETREAT Three Rivers Convention Center 7016 W. Grandridge Blvd
March 5, 2022 Saturday, 8:00 a.m.-12:00 p.m.	COUNCIL RETREAT Three Rivers Convention Center 7016 W. Grandridge Blvd
March 8, 2022 Tuesday, 6:30 p.m.	WORKSHOP MEETING 1. Benton-Franklin Council of Government (BFCOG) Update 2. Public Safety - Community Engagement 3. Comp Plan Amendment Process
March 15, 2022 Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING
March 22, 2022 Tuesday, 6:30 p.m.	WORKSHOP MEETING 1. Visit Tri-Cities Annual Update 2. CDBG/Housing Partnership 3. Public Records Processing
March 29, 2022 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 Meeting Schedule April 2022

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The City broadcasts all City Council meetings on the City's website  
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

April 5, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 12, 2022  
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Entertainment District Partnership Update (A-1 Pearl)
2. Regional Pavement Cut Policy
3. Economic Development & Port of Kennewick Partnership

April 19, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 26, 2022  
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Fire Department Strategic Final Plan
2. Workplace Safety Update
3. 2021 Year-End Financial Review/Debt Capacity
4. Closed Session - RCW 42.30.140(4)(b) Collective Bargaining beginning immediately at the conclusion of the workshop

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