



AGENDA

City Council Workshop Meeting

7:00 PM - Monday, September 9, 2024

Pasco City Hall, Council Chambers & GoToWebinar

Page

1. **MEETING INSTRUCTIONS for REMOTE ACCESS** - The Pasco City Council Workshops are broadcast live on PSC-TV Channel 191 on Charter/Spectrum Cable in Pasco and Richland and streamed at www.pasco-wa.gov/psctlive and on the City's Facebook page at www.facebook.com/cityofPasco.

To listen to the meeting via phone, call (914) 614-3221 and use access code 347-125-017.

2. **CALL TO ORDER**
3. **ROLL CALL**
 - (a) **Pledge of Allegiance**
4. **VERBAL REPORTS FROM COUNCILMEMBERS**
5. **PUBLIC HEARING**

- 3 - 100 (a) **Public Hearing - 2023 Comprehensive Plan Amendment Docket (15 minutes)**

6. **ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT** – the public may comment on each topic scheduled for discussion, up to 2 minutes per person with a total of 8 minutes per item. If opposing sides wish to speak, then both sides receive an equal amount of time to speak or up to 4 minutes each side.

- 101 - 117 (a) **Presentation - Code Enforcement Program (15 minutes)**

Presentation - City of Pasco's Code Enforcement Program by Troy Hendren, Inspection Services Manager and Rosanna Johnson, Lead Code Enforcement Officer.

- 118 - 156 (b) **Presentation - Animal Control Authority Structure (10 minutes)**
- 157 - 167 (c) **Resolution - I-182 & Broadmoor Boulevard Interchange Project Change Order No. 7 (5 minutes)**
- 168 - 205 (d) **Resolution - Change Order No. 5 for Pasco Water Reuse Facility Phase 2 Construction Contract with Tapani, Inc. (5 minutes)**
- 206 - 253 (e) **2025-2030 Capital Improvement Plan Presentation (5 minutes)**
- 254 - 270 (f) **First Budget Presentation: Utilities (25 minutes)**
- 271 - 276 (g) **Ordinance - Amending PMC Section 3.40.070 Time of Payment of Impact Fees (5 minutes)**
- 277 - 304 (h) **AXON Officer Safety Plan Contract Renewal Presentation (15 minutes)**
- Captain Brian Vaught will be presenting on the AXON Officer Safety Plan Contract Renewal.*

7. MISCELLANEOUS COUNCIL DISCUSSION

8. EXECUTIVE SESSION

9. ADJOURNMENT

10. ADDITIONAL NOTES

- 305 - 306 (a) **Adopted Council Goals (Reference Only)**
- (b) **This meeting is broadcast live on PSC-TV Channel 191 on Charter/Spectrum Cable in Pasco and Richland and streamed at www.pasco-wa.gov/psctvlive.**
- Audio equipment available for the hearing impaired; contact the City Clerk for assistance.**
- Servicio de intérprete puede estar disponible con aviso. Por favor avisa la Secretaria Municipal dos días antes para garantizar la disponibilidad. (Spanish language interpreter service may be provided upon request. Please provide two business day's notice to the City Clerk to ensure availability.)**

AGENDA REPORT

FOR: City Council September 5, 2024

TO: Adam Lincoln, City Manager City Council Workshop Meeting: 9/9/24

FROM: Jacob Gonzalez, Director
Community & Economic Development

SUBJECT: Public Hearing - 2023 Comprehensive Plan Amendment Docket (15 minutes)

I. REFERENCE(S):

Exhibit A: CPA2022-003 New Heritage (Industrial to Mixed Residential/Commercial)
Exhibit B: CPA2023-001 Road 100 & Argent (Low Density Residential to Medium Density Residential)

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

None

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

With few exemptions, Washington State Law prohibits local jurisdictions from amending their Comprehensive Plans more than once per calendar year. The City has established a process outlined in the Pasco Municipal Code (PMC) Chapter 25.215 that allows for proposed amendments to be evaluated concurrently, considered the annual docket. The amendment process has two components consisting of establishing the docket, followed by the evaluation and recommendation of the docket items.

Summary of Amendments

The 2023 Amendment Docket consists of two items:

- CPA2022-003 - New Heritage
 - Request: Industrial to Mixed Residential/Commercial
 - Docketed: This item was placed on the 2022 Comprehensive

Plan Amendment Docket via Resolution No. 4251 on September 19, 2022. Due to the pending status of the associated Environmental Impact Statement (EIS), no formal decision was made. The item was thus continued (placed) on the 2023 docket.

- Planning Commission Recommendation: The Pasco Planning Commission recommended in favor of this item on January 25, 2023, and that it be forwarded to Pasco City Council.
- CPA2023-001 - Road 100 & Argent
 - Request: Low Density Residential to Mixed Residential/Commercial
 - Docketed: This item was placed on the 2023 Comprehensive Plan Amendment Docket via Resolution No 4393 on November 6, 2023.
 - Planning Commission Recommendation: The Pasco Planning Commission recommended a denial of this item on May 16, 2024, and that it be forwarded to Pasco City Council.
 - Application Modified: The applicant submitted a memo on August 15, 2024, modifying the amendment request to Medium Residential Residential, instead of the previously requested Mixed Residential/Commercial.

The 2023 Comprehensive Plan Amendment Docket was presented to the City Council on August 16, 2024. At that meeting, staff provided a summary of the applications, and also heard from the applicants of each request. A public hearing was scheduled for September 9, 2024.

Application materials can be accessed here: <https://www.pasco-wa.gov/1242/Comprehensive-Plan-Annual-Amendments>

Public notices were distributed in accordance with Pasco Municipal Code on August 22nd, 2024.

V. DISCUSSION:

Each amendment must be evaluated based on the approval criteria listed below, which will be considered the official findings.

Approval Criteria PMC Subsection 25.215.020(8)(c)

- (i) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
- (ii) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment;
- (iii) The proposed amendment corrects an obvious mapping error; or

(iv) The proposed amendment addresses an identified deficiency in the Comprehensive Plan.

Additional factors for consideration PMC Subsection 25.215.020(9)

- (a) The effect upon the physical environment;
- (b) The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes;
- (c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
- (d) The adequacy of and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
- (e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
- (f) The current and projected project density in the area; and
- (g) The effect, if any, upon other aspects of the Comprehensive Plan.

Next Steps:

Following the public hearing and City Council deliberations, staff will prepare ordinances in accordance with City Council direction.

City of Pasco 2023 Comprehensive Plan Amendments

- **Comprehensive Plan:**
 - Guiding document and set of strategies
 - 20-year growth management planning
 - Adopted 2021
 - Amended 2023
- **Amendments:**
 - Once per year
 - Emergency amendments allowed (ex: budget)
 - Evaluated per PMC criteria
 - Concurrent review



City of Pasco
Comprehensive Plan
2018-2038



ADOPTED June 7, 2021 (Ordinance No 4537)

Originally adopted August 21, 1995 (Ordinance No 3104) and updated on September 2, 2008 (Ordinance No 3866).



City of Pasco 2023 Comprehensive Plan Amendments

- **Amendment Criteria (PMC 25.215.020):**

(i) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;

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(ii) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment;

(iii) The proposed amendment corrects an obvious mapping error; or

(iv) The proposed amendment addresses an identified deficiency in the Comprehensive Plan



City of Pasco 2023 Comprehensive Plan Amendments

- **Amendment Criteria (PMC 25.215.020):**

- (a) The effect upon the physical environment;
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- (d) The adequacy of and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
- (e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
- (f) The current and projected project density in the area; and
- (g) The effect, if any, upon other aspects of the Comprehensive Plan.

City of Pasco 2023 Comprehensive Plan Amendments

- Amendment Summary

File Number: CPA2022-003

Applicant: New Heritage

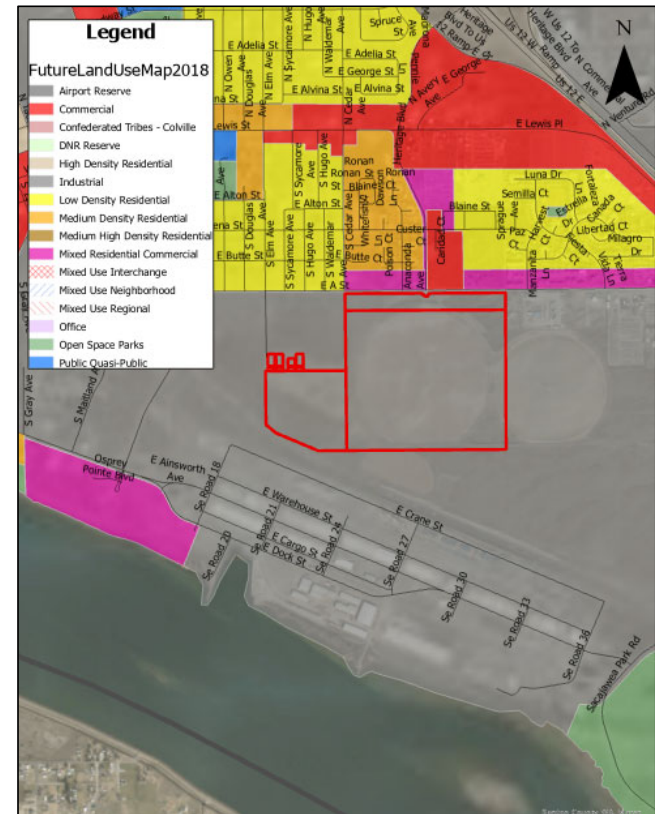
Description: Future Land Use Map Amendment:
Industrial to Mixed Residential and Commercial

Current Zoning: I-2 Medium Industrial District

Address / Parcel(s) 112470014, 112430012, 112430021,
112462078, 112462096

Total Area (Acres) 197

Environmental Determination Determination of Significance, issued
06/07/2022, EIS Required



Pasco 2023 Comprehensive Plan Amendments

•Amendment Summary

File Number: CPA2023-001

Applicant: Clover Planning, LLC

Description: Future Land Use Map Amendment: Low Density Residential to Medium Density Residential

Current Zoning: RS-20

Address / Parcel(s) 118292027, 118292036

Total Area (Acres) 2.85

Environmental Determination Determination of Non-Significance, Issued 06/19/2023





City of Pasco 2023 Comprehensive Plan Amendments

- **Amendment Criteria (PMC 25.215.020):**

(i) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;

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(ii) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment;

(iii) The proposed amendment corrects an obvious mapping error; or

(iv) The proposed amendment addresses an identified deficiency in the Comprehensive Plan



City of Pasco 2023 Comprehensive Plan Amendments

- **Amendment Criteria (PMC 25.215.020):**

- (a) The effect upon the physical environment;
- (b) The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes;
- (c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
- (d) The adequacy of and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
- (e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
- (f) The current and projected project density in the area; and
- (g) The effect, if any, upon other aspects of the Comprehensive Plan.

Next Steps

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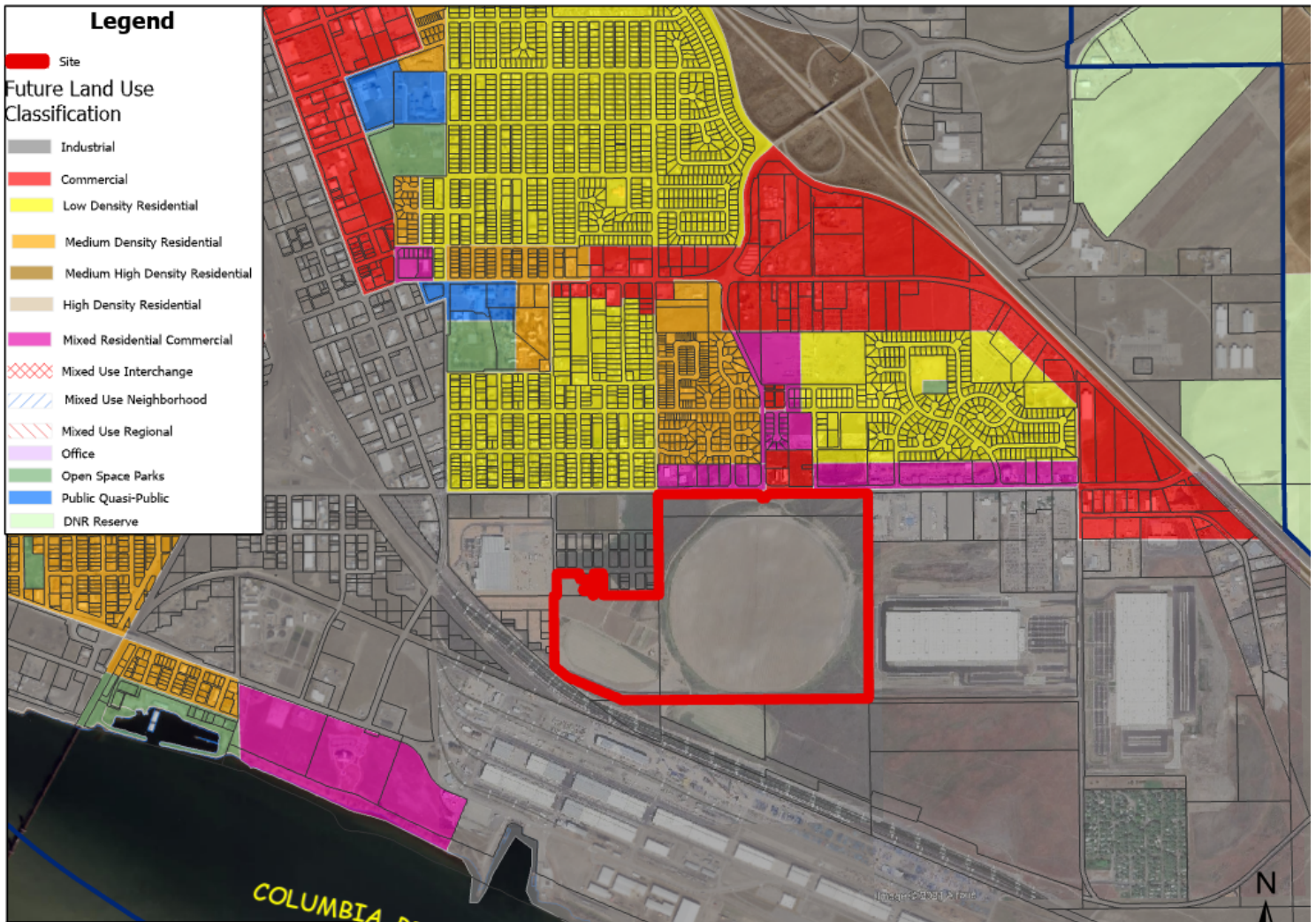
September 9, 2024
Public Hearing



~September 16, 2024
Determination/Decision

Comprehensive Plan Amendment CPA2022-003

File Number: CPA2022-003	
Applicant:	Broetje Orchards LLC
Description:	Future Land Use Map Amendment: Industrial to Mixed Residential and Commercial
Current Zoning:	I-2 Medium Industrial District
Address / Parcel	E A Street/112470014, 112430012, 112430021, 112462078, 112462096
Total Area (Acres)	197
Environmental Determination	SEPA 2022-038 Determination of Significance, issued 06/07/2022, Final Environmental Impact Statement dated 6/4/2024 prepared by Land Strategies, and J-U-B Engineers, Inc.



Approval Criteria (Pasco Municipal Code (PMC) 25.215.020(8)(c))

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment.

The application was required to prepare a non-project Environmental Impact Statement due to the potential for adverse environmental impacts associated with the proposal.

A Final Environmental Impact Statement was issued by the City of Pasco on July 29, 2024. A summary of the FEIS is included in the staff report.

2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment.

RCW 36.70A.110 states that each county shall designate an Urban Growth Area (UGA) of sufficient densities, to the permit urban growth projected to occur in a twenty-year period. As part of this planning process, each city within the county must include areas sufficient to accommodate the broad range of needs and uses that will accompany the projected urban growth including, as appropriate, medical, governmental, institutional, commercial, service, retail, and other nonresidential uses.

The subject property/amendment area (site), and land in the vicinity on the south side of E A Street, has historically been reserved for industrial uses. The consideration of this site was not deemed appropriate for the expansion of residential housing during the above noted analysis.

3. The proposed amendment corrects an obvious mapping error; or

The proposed amendment does not correct a mapping error.

4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.

The proposed amendment does not correct an identified deficiency in the Comprehensive Plan.

Additional factors for consideration include (PMC 25.215.020(9)):

- A. The effect upon the physical environment.

The site is undeveloped and generally level. Vegetation is primarily volunteer grasses and irrigated agricultural crop circles. Grading and clearing of vegetation will have to take place at the site for future development.

B. The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes.

The site does not contain any designated open space, is considered to have very low liquefaction susceptibility, and contains no steep slopes, surface water, or wetlands. Any development of this site, be it industrial, commercial, or residential, would have a similar impact upon the natural features of the site.

C. The compatibility with and impact on adjacent land uses and surrounding neighborhoods.

The site sits in a historically Industrial land use and commercial and industrial zoning districts. To the north, Mixed Residential and Commercial land uses (both developed and vacant) are present. The planned development of the A Street Soccer Complex, located west of the site, by the Pasco Parks and Recreation, was approved by the Pasco Hearing Examiner in September 2020; presently several soccer fields, one with night-time lighting, and an associated parking lot have been constructed.

Within the immediate vicinity of the site are recently completed and planned industrial facilities such as two Amazon fulfillment centers, and a Local Bounty greenhouse currently under expansion. In total, more than 4,510,000 square feet of industrial facilities surround the site. Best practices indicate that locating residential households within proximity to industrial lands and users is detrimental to the public health, safety, and welfare of residents. Particularly, residents are likelier to be exposed to higher concentrations of odor, noise, air pollution, and dust.

Staff does not consider the proposal to be compatible with adjacent land uses and may lead to increase compatibility issues with nearby industrial users.

D. The adequacy of and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools.

The site currently has road access/frontage on E A Street. E A Street carries a classification of Minor-Arterial and provides connections to Heritage Boulevard, Oregon Avenue, and US Highway 12.

E A Street is also a designated truck route per PMC 10.80.040, and a T-3 truck corridor per WSDOT 2023 Freight and Goods Transportation System classification, carrying between 300,000 to 4 million tons of freight per year.

Due to the significant size of the site, the development of a transportation network would be required to assist with the circulation and movement of future residents. The results of the Environmental Impact Statement (EIS) indicate that the preferred alternative would result in approximately 1,314 PM peak hour trips, and the need to improvement 16 intersections to maintain adopted Level of Service Standards.

The proposed amendment would increase the amount of demand on utility services compared to existing conditions on the site. The utility analysis in the EIS indicates that the alternatives of the proposal when compared to a potential future industrial use may be insignificant.

Due to the significant increase of households, the EIS identifies that site would host a future elementary school and a range of parks and recreational spaces. If this proposal is approved further transportation impact analysis may be required during future rezone application(s) or building permit application(s) review.

E. The quantity and location of land planned for the proposed land use type and density and the demand for such land.

The proposed site (approximately 197 acres) represents approximately 3% of all vacant lands with an Industrial future land use classification in the Pasco Urban Growth Area, and 10% of vacant lands with an Industrial future land use classification within the Pasco City Limits.

There is an increasing demand for housing to accommodate future growth projections. By the year 2038, Pasco will have a population of nearly 122,000 residents, an increase of 42,000 residents from 2022 estimates. The increasing population growth will demand the construction of more affordable and attainable housing types, including a diverse range of units ranging from single-family detached to townhomes, apartments, and multifamily housing. Diverse housing options have been identified in both the preferred and medium density alternatives of the EIS.

Due to the size and configuration of the site, it has the potential to accommodate a significant number of future households and commercial services. The residential growth across the Urban Growth Area (and Tri-Cities metropolitan region) will also increase the need for commercial and industrial lands. Policy LU-2A of the Comprehensive Plan requires the City to maintain sufficient land designated to accommodate residential, commercial, industrial, educational, public facility, and open-space uses proximate to appropriate transportation and utility infrastructure.

The introduction of many residential households within proximity of active industrial development may hinder future industrial development on available sites. Staff notes that it will be difficult to replace the loss of industrial lands within the Urban Growth Area that offers access to rail, highway, and complementary uses.

F. The current and projected project density in the area; and

The EIS indicates that the Preferred Alternative would result in a residential density of 8.7 dwelling units per acre, and 5.8 dwelling units per acre under the medium density alternative. The current Industrial Land Use does not provide for a range of residential densities. The EIS indicates that the site can accommodate (via the proposed alternatives) 1,028 – 1,354 housing units, or approximately 3,258 – 4,292 new residents.

G. The effect, if any, upon other aspects of the Comprehensive Plan.

The 2018-2038 Comprehensive Plan calls for the adoption of several regulations, standards and strategies that implement transportation, housing, and parks and open space goals and policies. To date, the city has initiated and moved forward on several housing related initiatives.

State Law and the Pasco Municipal Code require that amendments to the Pasco Comprehensive Plan be considered concurrently, meaning, rather than adopting changes on a piecemeal basis, proposed amendments must be considered so the cumulative effect of the various proposals can be ascertained. Excluding this proposal and Broadmoor Master Plan, approximately 72 acres were proposed for Mixed Residential and Commercial designations in the 2022 docket. The 2018-2038 Comprehensive Plan and Urban Growth Area analysis has identified, outside of the proposal site for this application, where the City of Pasco can adequately accommodate projected housing growth. Therefore, the need to locate housing within the immediate proximity of industrial uses is not necessary to meet the demands of the growing population.

While the mitigation measures outlined in the FEIS address many potential impacts, there are concerns about their long-term effectiveness in fully resolving land use conflicts between residential and industrial areas. The success of these measures will depend on proper implementation, enforcement, and continuous monitoring. Given the unusual situation of placing new housing near active industrial sites, additional caution and potentially stronger mitigation strategies may be required to ensure public health and safety. The application intends to further the city's goals on increasing housing availability, however, it conflicts with several goals and policies in the adopted Comprehensive Plan.

Public and Agency Comment

Comments on the proposal have been included in Exhibit B.

Summary of Final Environmental Impact Statement (FEIS)

The proposal resulted in a State Environmental Policy Act (SEPA) Determination of Significance in July 2022. A final EIS was issued on July 29, 2024. The FEIS evaluates a proposed amendment to Pasco's Comprehensive Plan, changing 196.31± acres from Medium and Light Industrial to Mixed Commercial-Residential. Three alternatives are considered: the Preferred Alternative (8.7 housing units/acre), Medium Density Alternative (5.8 housing units/acre), and No Action Alternative (remaining industrial).

Key issues include land use changes, increased traffic, potential loss of industrial employment, and compatibility concerns between residential and industrial uses. The FEIS outlines impact on earth, air quality, utilities, land use, population, housing, employment, public services, and environmental health for each alternative.

Mitigation measures are proposed for various impact categories, including:

- Earth/Erosion: Implementing erosion control best practices and stormwater management plans.
- Air Quality: Dust control measures and encouraging non-motorized transportation.
- Water Resources: Low impact development techniques and protecting critical aquifer recharge areas.
- Fish/Wildlife: Preserving open space corridors and habitat enhancement.
- Noise: Using landscaping, setbacks, and limiting construction hours.
- Land Use: Implementing design standards and phased development.
- Transportation: Improving road networks and developing multi-modal options.
- Public Services: Ensuring adequate infrastructure capacity before development.

Planning Commission Recommendation

The Planning Commission recommended in favor of application CPA2022-003's inclusion for approval as part of the 2022 Comprehensive Plan Amendment Docket on January 25, 2023.

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Winston & Cashatt

L A W Y E R S

A Professional Service Corporation

*Winston & Cashatt has offices in Spokane, Washington
and Coeur d'Alene, Idaho*

Courtney B. Whitten
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September 6, 2024

City of Pasco City Council
525 N. Third Avenue
Pasco, WA 99301

**Re: Comment on CPA2022-003/SEPA 2022-038
New Heritage Land Use Amendment**

Dear Councilmembers:

Our client, Pasco Road 40, LLC, is the Applicants of SEPA 2022-076, a project directly to the southeast of SEPA 2022-038's subject site. Pasco Road 40 has concerns that CPA2022-003/SEPA #2022-038 does not fully consider existing and proposed conditions, and requests Council reopen CPA2022-003 or require a Supplemental EIS, so that the traffic impacts of the rezone can be reevaluated considering the trips generated by Pasco Road 40's project and impose specific traffic mitigation conditions, rather than allowing those mitigations to be determined at the project level.

The stated purpose of an EIS is to provide information to the decision-makers regarding the mitigation measures that would avoid or minimize the significant impacts of the proposal that have been identified by the agency. WAC 197-11-400. To be adequate, an EIS must present decisionmakers with a reasonably thorough discussion of the significant aspects of the probable environmental consequences of the agency's decision. *Kiewit Const. Grp. Inc. v. Clark Cnty.*, 83 Wn. App. 133, 140, 920 P.2d 1207 (1996).

Pasco Road 40's Updated Traffic Impact Analysis was accepted by the City on July 1, 2022. Heritage's Draft EIS was issued on September 23, 2022. Accordingly, Heritage's EIS, and its proposed mitigation conditions, must consider the information in Pasco Road 40's traffic study. And, the final EIS must identify the impacts of the proposal, and the proposed mitigation conditions must be specifically identified rather than imposed at the project level.

In reviewing the EIS for SEPA #2022-038, one area of concern for Pasco Road 40 is that the traffic analysis fails to consider the traffic that will be generated by Pasco Road 40's project and the effect of pertinent projects included in the latest Traffic Improvement Plan.

Beverly L. Anderson
Patrick J. Cronin ^{MD}
Darren M. Digiacinto ^{MD}
Timothy R. Fischer ^{MD}
Scott A. Gingras ^{MD MT}

Michael T. Howard ^{MD MT}
Collette C. Leland ^{MD}
Christine M. Meegan ^{MD}
Benjamin H. Rascoff ^{MD}
Dalton J. Reynolds ^{MD}

Gabrielle C. Roth
Casey R. Simmons ^{MD}
Thor R. Tangvald ^{MD}
Elizabeth A. Tellessen ^{MD}
Kenneth A. Thompson

Courtney B. Whitten ^{MD}
Of Counsel
C. Matthew Andersen ^{MD}
Kevin J. Curtis
Carl E. Hueber

Nancy L. Isserlis
Fred C. Pflanz
Richard W. Relyea
Jeffrey R. Ropp
Lucinda S. Whaley

Pasco Road 40's project is estimated to generate 7,246 weekday daily trips, but these trips are also unaccounted for in Heritage's traffic analysis. *See*, Appendix 3 to New Heritage Amendment to the City's Comprehensive Plan. This oversight was brought forward in a comment dated November 14, 2022, by the City of Pasco Director of Community and Economic Development, Rick White, who also directed that Heritage's traffic analysis should include intersections to the southeast: Road 40 E & Sacajawea Park Road and US-12 & Sacajawea Park Road/Tank Farm Road. Heritage's traffic study was not updated to include this additional traffic or these intersections. But, in order to have a full and complete understanding of this rezone's impact on the environment, both of these factors need to be addressed.

Without this information included in Heritage's traffic analysis, the proposal's impact cannot be adequately determined and thereby adequately mitigated. Nor can the proposal's impact on community facilities, including roads, be established, as required for the City Council to approve a Comprehensive Plan Amendment.

Moreover, Heritage's EIS does not identify the mitigation required for its impact on transportation, specifically roadways and traffic. It directs that mitigation measures be identified at the project level. *See*, EIS, pg. 74. However, for a "nonproject action, such as a comprehensive plan amendment or rezone, the agency **must address** the probable impacts of any future project action the proposal would allow." *Spokane Cnty. v. E. Washington Growth Mgmt. Hearings Bd.*, 176 Wn. App. 555, 579, 309 P.3d 673 (Div. III 2013) (emphasis added). A directive to further study the proposal's impact on traffic at the project level is insufficient to meet this mandate under SEPA.

Pasco Road 40 respectfully requests that the City Council require additional study regarding the impacts of Heritage's proposal on the traffic system, and that its EIS propose specific mitigation conditions that would mitigate those impacts, as mandated by SEPA.

Very truly yours,



COURTNEY B. WHITTEN
ELIZABETH A. TELLESSEN

cc: Tarragon L.L.C.

**Port of Pasco Administrative Office**

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portofpasco@portofpasco.org

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September 6, 2024

Port Commissioners

Jean Ryckman

James T. Klindworth

Vicki Gordon

Executive Director

Randy Hayden

Honorable City Council
City of Pasco
525 N 3rd Ave
Pasco, WA 99301

Subject: CPA 2022-003 – New Heritage Land Use Designation Change

Thank you for the opportunity to comment on the proposed change of land use designation from industrial to mixed residential and commercial for the above referenced property. The Port of Pasco is officially **neutral** on the proposal and would like to offer the following comments for Council consideration as you carefully deliberate on the future use of these lands.

- Housing availability and affordability is a critical need in Pasco to support our growth and the new industrial jobs being added to our community. This project could help meet that demand. The need for affordable housing, however, is balanced by other characteristics of this property.
- The property has been designated and zoned industrial for decades, predating even the residential rezoning of Tierra Vida and the other residential zones on the north side of “A” Street.
- Significant investment has gone into preparing the site for industrial development including:
 - Widening “A” Street and providing truck-ready pavement on “A” Street and Road 40 East
 - Adding industrially sized water and sewer along “A” Street and to the south of the property
 - Adding an industrial railspur funded through state funds adjacent to the southern edge of the property.
 - Adding Heritage Blvd as a direct connection to Highway 12 from the former “Heritage Industrial Park”
 - Rezoning the frontage of this property along “A” Street as commercial (from industrial) to act as a buffer to the residential use on the north side of “A” Street
- The surrounding property has seen sizeable industrial development in the past few years including construction of the Amazon projects, Local Bounti (who just announced plans to expand their greenhouse), and plans for the Tarragon warehouse development.

- In our opinion, there would very likely be other industrial users that would locate at the property if it remains designated for industrial use.
- Industrial investment provides property tax, sales tax, and utility taxes that help support City services and schools
- The Port welcomed early outreach by the developer to gather our thoughts on the proposal. Although we believe industrial use is the preferred approach, we did understand the need for housing. We offered input that if the property ultimately is reclassified for residential use, there should be pockets of light industrial similar to Commercial Ave or Foster Wells Business Park that further cements the work/live proximity. We do not see that those light industrial pockets have been included in the plan.
- We are also concerned that the change to residential would be creating and perpetuating environmental justice conflicts of certain neighborhoods being more impacted by the impacts of surrounding industrial use. If the rationale is to more equitably distribute those impacts to the larger community, then this land use change is doing the opposite. If this land is reclassified for residential, a covenant or easement on the property recognizing the impacts of surrounding industrial uses could be useful to prevent future conflict. This could be included in the Concomitant Agreement proposed by the applicant.
- Available and useable industrial land is a very limited quantity within the City's UGA. It is a very long and costly process to increase that inventory, secure needed UGA expansions, and extend industrially sized utilities to more remote locations outside the City.

We conclude our comments by recognizing the outstanding contributions of the project applicant, Broetje Orchards LLC, for bringing quality, community-based affordable housing to the Pasco area. We know of no other developer that would be better suited to add additional affordable housing in Pasco. This site could help address that need, however there may be other locations within the City that would be more suitable.

Respectfully,

PORT OF PASCO



Randy Hayden, P.E.
Executive Director

From: [Kristin Webb](#)
To: [Jacob Gonzalez](#); [Rick White](#); [Carmen Patrick](#)
Subject: FW: CPA2022-003
Date: Thursday, June 9, 2022 8:20:05 AM

From: John Hjaltalin <jhjalt@live.com>
Sent: Thursday, June 9, 2022 8:14 AM
To: Kristin Webb <webbk@pasco-wa.gov>
Cc: Polly Frisby <kandcfrisby@gmail.com>; Craig and Karen Walton <candkwalton@charter.net>
Subject: CPA2022-003

You don't often get email from jhjalt@live.com. [Learn why this is important](#)

[**NOTICE:** This message originated outside of City of Pasco -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

ROJO Venture, LLC owns the parcels listed below.

[112530057](#)
[112530050](#)
[112530051](#)

We are commenting **against** the proposal CPA2022-003 for the re-zoning of the of the subject area from Industrial to Mixed Residential and Commercial. This proposal will share a boundry with our property and will promote activity and development that will be in conflict with the long-term established activity and uses on our property. The proposal will also restrict future use and development activities that would be protected and/or compatible with the current zoning and the current activities on our parcels. The proposal will also prevent development opportunities that may not be in conflict with the zoning of our property, but a change in the neighborhood atmosphere will hinder the attraction to our adjacent parcels and their permitted activities by potential clients.

We would also like to point out that the photographic map included with the notice is not accurate and could be misleading because it does not accurately reflect current development on other adjacent properties particularly the large Amazon projects directly adjacent to the East boundry of CPA2022-003. These projects to be completed this summer will have significant industrial traffic that will also impact the North boundry of CPA2022-003 and the South boundry is already confined by an industrial rail spur. The West boundry is near the main truck access route to the Pasco Port area. It is inconsistent to force a residential area into this environment.

John Hjaltalin
Member

ROJO Venture, LLC

August 31, 2022

Pasco City Council
525 N. 3rd Avenue
Pasco, WA 99301

Dear City Council,

This letter is to inform you of Broetje Orchard's vision to continue to develop housing on eastside of Pasco. We develop and nurture life-giving communities where people of diverse backgrounds live in harmony with each other and their environment. We envision this new development will be a place that encourages people to come together and discover greater meaning and purpose for their lives as they share their God-given talents to serve the common good. As a result, we envision a creation that flourishes, people and families become healthier, wiser, more self-sufficient, and more likely to serve others – especially the most vulnerable, like Tierra Vida, a neighborhood that we've developed.

We want to make a difference in an area that is greatly underserved and where many of the disadvantaged reside. Our work certainly places a high degree of focus on those who have been marginalized and working with them to address issues that perpetuate their status.

In addition, we believe in the "new urbanism" concept – live, work, play all in the same area. This concept moves away from traditional, single-use development to a community oriented new urbanism design with an emphasis on walkable blocks and streets, housing, shopping and employment opportunities in proximity, accessible public spaces, and school facilities near those being served. New Heritage awaits a mixed-use development accentuating a neighborhood that is compact, pedestrian-friendly and where many of the activities of living (shopping, access to green-space, work, schools, etc.) are within walking or biking distance. Moreover, this development would be adjacent to the city's future sports complex, which will be embraced by the new neighborhood residents and many more.

Further, as there are many larger employers and job creation is coming to eastside of Pasco, we believe housing is needed and this development would help mitigate congestion and traffic along Hwy 12 corridor if all new housing was on the west side of Pasco.

If I can be of further assistance on this matter, please don't hesitate to reach out.

Sincerely,



Adán Suárez
Managing Director

Date

Planning Commission

City of Pasco

To whom it may concern:

Prieb Landscapes (Business) strongly supports Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

We believe the Heritage Project will provide a valuable benefit to our community by providing more Residential Housing and Businesses. Additional housing and businesses would help supply the demand around the fast-developing area. This would enable people in our community to access essential housing and items within a short drive of their work and homes.

Further, as there are many larger employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. The amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

Lid Prieto

Signature:



Business Address:

3526 East 1st St
Pasco WA 99301

Date

8/30/2022

Planning Commission

City of Pasco

To whom it may concern:

A Street Station (Business) strongly supports Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

We believe the Heritage Project will provide a valuable benefit to our community by providing more Residential Housing and Businesses. Additional housing and businesses would help supply the demand around the fast-developing area. This would enable people in our community to access essential housing and items within a short drive of their work and homes.

Further, as there are many larger employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. The amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

Ginny Singh

Signature:



Business Address:

2805 E. A St
Pasco, WA 99301

Date 08-24-2022

Planning Commission

City of Pasco

AMERICAN PICK A PART, INC.
2660 EAST LEWIS PLACE
PASCO, WA 99301
(509)542-9300

To whom it may concern:

_____ (Business) strongly supports Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Further, as there are many larger employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. The amendment would mitigate this developing situation.


We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

Signature:

Business Address:

Ramiro Mendoza

2660 E. Lewis St
Pasco WA 99301

Date 8/24/22

Planning Commission

City of Pasco

To whom it may concern:

Progressive Machine (Business) strongly supports Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

We believe the Heritage Project will provide a valuable benefit to our community by providing more Residential Housing and Businesses. Additional housing and businesses would help supply the demand around the fast-developing area. This would enable people in our community to access essential housing and items within a short drive of their work and homes.

Further, as there are many larger employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. The amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

Joseph Alvarez

Signature:

Joseph Alvarez

Business Address:

318 E B. Circle
Pasco WA 99301

Fecha: 8/26/22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

Vivo o trabajo muy cerca de la ubicación propuesta.

Más viviendas residenciales y negocios están en demanda en el área de rápido desarrollo. Esto permitiría a las personas acceder a viviendas y artículos esenciales a poca distancia del trabajo y de nuestros hogares.

Además, como hay muchos grandes empleadores que vienen al lado este de Pasco, me preocupa la cantidad de congestión y tráfico a lo largo del corredor Hwy 12 si todas las viviendas nuevas se ubican en el oeste de Pasco. Esta enmienda mitigaría esta situación en desarrollo.

Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Mirna

Firma: Mirna P. Lona

Domicilio: 3302 Estrella Drive
Pasco WA 99301.

Date: AUGUST 21, 2022

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

I live or do business very close to the proposed location.

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Further, as there are many large employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. This amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

MICHAEL KEGLEY

Signature:



Address:

3910 MILAGRO DRIVE
PASCO WA 99301

Fecha: 8-22-22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Rita Hernandez

Firma: Rita Hdez

Domicilio: 3425 E A St Apt K104
Pasco Wa 3301

Fecha:

08.22-

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Maria de Jesus Hernandez

Firma: Maria de Jesus Hernandez

Domicilio: 3325 Tierra Vida LN Pasco

Fecha: 08-22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Samuel Cruz A

Firma: Samuel Cruz A

Domicilio: 3325 Tierra Vida LN Pasco

Fecha: 8/22/2022

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Amadil Patiño
Firma: Amadil Patiño
Domicilio: 1505 S Road 40 East #16
Pasco, WA

Fecha:

8-22-22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre:

Luis Aguilar

Firma:

Luis Aguilar

Domicilio:

1505 S Road HO E 906
PASCO WA 99031

Fecha:

08-22-22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre:

Berenice Gonzalez

Firma:

Berenice Gonzalez

Domicilio:

1505 S Rd 40 ETL 16
Pasco WA 99301

Date: 8/30/2022

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

I live or do business very close to the proposed location.

More Residential Housing and Businesses are in demand around the fast-developing area. This would enable people to access essential housing and items within a short drive of work and our homes.

Further, as there are many large employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. This amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Ryan Brault

Signature: R. A. Brault

Address: 617 Esperanza Ct
Pasco, WA 99301

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Walter Chimal
Signature: [Signature]
Address: 3702 Milagro Dr Pasco WA.

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Ramon J. Jusquez
Signature: [Signature]
Address: 8102 Canyon Dr
Pasco WA 99301

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Angelica Lopez
Signature: A Lopez
Address: 8102 Canyon Dr
Pasco WA 99301

Fecha: 08/30/22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

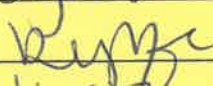
Vivo o trabajo muy cerca de la ubicación propuesta.

Más viviendas residenciales y negocios están en demanda en el área de rápido desarrollo. Esto permitiría a las personas acceder a viviendas y artículos esenciales a poca distancia del trabajo y de nuestros hogares.

Además, como hay muchos grandes empleadores que vienen al lado este de Pasco, me preocupa la cantidad de congestión y tráfico a lo largo del corredor Hwy 12 si todas las viviendas nuevas se ubican en el oeste de Pasco. Esta enmienda mitigaría esta situación en desarrollo.

Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Reyna Manzo
Firma: 
Domicilio: 1603 N. 12th Ave
Pasco, WA 99301

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

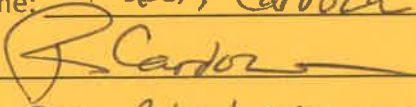
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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Ruben Cardoza
Signature: 
Address: 5579 Robert Wayne Dr
Pasco WA 99501

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Esmeralda Perez
Signature: Esmeralda Perez
Address: 3112 W. Opal St.
Pasco, WA - 99301 -

Date: 8.30.22

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Elvica Cruz

Signature: [Handwritten Signature]

Address: 3425 East Ast Apt C202

Date: 08/30/22

Planning Commission
City of Pasco

To whom it may concern:

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Jacqueline Silvestre

Signature: [Handwritten Signature]

Address: 5519 Robert Wayne Dr

Pasco, WA 99301

Date:

Planning Commission
City of Pasco

To whom it may concern:

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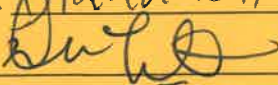
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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Diana Tellez
Signature: 
Address: 4104 Fernwood Lane
Pasco, WA 99301

Date:

Planning Commission
City of Pasco

To whom it may concern:

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Marisol Castillo

Signature: Marisol Castillo

Address: 4509 W. Livingston Rd.
Pasco, WA 99301

Date:

Planning Commission
City of Pasco

To whom it may concern:

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Thank you,

Printed Name:

Signature:

Address:

Heather Valadez
Heather Valadez
3425 E. A St. Apt # D103
Pasco, WA 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: VICTOR REBOLLEDO
Firma: U A R
Domicilio: 624 N BEECH AVE
PASCO WA.

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: BRENDA GONZALEZ

Firma: BRENDAG

Domicilio: 1024 N. BERTH AVE
PASCO, WA 99301

Date: 8.20.22

Planning Commission
City of Pasco

To whom it may concern:

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I live or do business very close to the proposed location.

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Reyna Garcia
Signature: Reyna Garcia
Address: 424 N 4th Ave APT 4
PASCO

Date: 8/20/22

Planning Commission
City of Pasco

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Thank you,

Printed Name: Devlyn Ragsdale
Signature: Devlyn Ragsdale
Address: 4505 Janet Rd. Pasco, WA
99301

Fecha:

8/20/22

Planning Commission
City of Pasco

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Gracias,

Nombre: Jose

Firma: Jose Sanchez

Domicilio: _____

201804 E Finley Rd

Fecha:

8.20.27

Planning Commission
City of Pasco

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Gracias,

Nombre:

Araceli Zavala

Firma:

Araceli Zavala

Domicilio:

2416 E. Adelia St.

Pasco, WA 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: Ruby Estrada
Firma: Ruby Estrada
Domicilio: 3425 E A St apt B203

Date: 8.20.22

Planning Commission
City of Pasco

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We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Dominique Kelsey

Signature: Dominique Kelsey

Address: ~~111-111~~ 4114 meadowview dr

Date:

6.20.22

Planning Commission
City of Pasco

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Thank you,

Printed Name:

Madden LoStandell

Signature:

Madden LoStandell

Address:

110 W Henry ST.

Date: 8.20.22

Planning Commission
City of Pasco

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Thank you,

Printed Name: Atticus Schleicher
Signature: Atticus Schleicher
Address: 930 W Margaret
CT.

Fecha:

Planning Commission
City of Pasco

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Gracias,

Nombre: Ana Magdalena
Firma: [Signature]
Domicilio: 2004 Road 32

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: Dawer Vengum

Firma: Dawer Vengum

Domicilio: 251 S Owen Ave

Fecha: 9.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: SERGIO GUZMAN RUIZ

Firma: Sergio Guzman Ruiz

Domicilio: 931 N Beech Ave. Pasco WA

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: Jamie Nateras

Firma: Jamie Nateras

Domicilio: 3425 E 14 St Apt F203
Pasco WA 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre:

Josefin

Firma:

Josefin

Domicilio:

1321 W Sylvestre

Fecha: 03.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: EFREN DELA MOCA

Firma: 

Domicilio: 1608 W MARIE ST

PASCO, WA 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: Erick De La Mora

Firma: 

Domicilio: _____

Fecha: 8.20.22

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Gracias,

Nombre: Claudia Marin

Firma: Claudia Marin

Domicilio: 3425 East Apt D105

Fecha: 8. 20. 22

Planning Commission
City of Pasco

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Gracias,

Nombre:

Bianca Garcia

Firma:

BiancamcGarcia

Domicilio:

201 S. Owen Ave Apt D
Pasco, wa 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre:  _____

Firma:  _____

Domicilio:  _____

Fecha: 8.20.22

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Gracias,

Nombre:

Alicia Fierro

Firma:

Alicia Fierro

Domicilio:

3425 A East A St Apt B102
Pasco WA 99301

Fecha:

Planning Commission
City of Pasco

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Gracias,

Nombre: Maria E. Fierro V

Firma: Maria E. Fierro V

Domicilio: 3425 East A St Apt B/02

Fecha:

8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre:

Firma:

Domicilio:

Eric Perez
2120 N. 7th Ave
Pasco WA 99301

Fecha: 8.20.22

Planning Commission
City of Pasco

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Gracias,

Nombre: Leticia Perez
Firma: Leticia Perez
Domicilio: 2120 N. 7th Ave
Pasco WA 99301

Fecha: 8.20.2020

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

Vivo o trabajo muy cerca de la ubicación propuesta.

Más viviendas residenciales y negocios están en demanda en el área de rápido desarrollo. Esto permitiría a las personas acceder a viviendas y artículos esenciales a poca distancia del trabajo y de nuestros hogares.

Además, como hay muchos grandes empleadores que vienen al lado este de Pasco, me preocupa la cantidad de congestión y tráfico a lo largo del corredor Hwy 12 si todas las viviendas nuevas se ubican en el oeste de Pasco. Esta enmienda mitigaría esta situación en desarrollo.

Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Oddy Gonzalez

Firma:

Domicilio: 3209 E A St, Pasco, WA.

Fecha: 8.20.2022

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Rodrigo Torres
Firma: [Signature]
Domicilio: 402 DOUGLAS PASCO

Date: 8-20-22

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

I live or do business very close to the proposed location.

More Residential Housing and Businesses are in demand around the fast-developing area. This would enable people to access essential housing and items within a short drive of work and our homes.

Further, as there are many large employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. This amendment would mitigate this developing situation.

We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name: Alexandria Reckard

Signature: Shukla Kulkarni

Address: 319 S 26th Ave
Pasco WA 99301

Fecha:

8/20/22

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

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Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Evangelina Navarro

Firma: Evangelina Navarro del Rio

Domicilio: 320 N Wehr Ave
Pasco, wa 99301

Date:

Planning Commission
City of Pasco

To whom it may concern:

This letter is in support of Broetje Orchards LLC's requested Comprehensive Plan Amendment to change the land use designation for parcels # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

I live or do business very close to the proposed location.

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Further, as there are many large employers coming to the eastside of Pasco, I am concerned about the amount of congestion and traffic along the Hwy 12 corridor if all new housing is located in west-Pasco. This amendment would mitigate this developing situation.

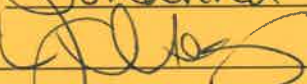
We support this Comprehensive Plan amendment to change the land use from Industrial to Mixed Residential/Commercial.

Thank you,

Printed Name:

Johanna Nel

Signature:



Address:

5301 W. 26th Ave

Kennewick, WA 99338

Fecha:

Planning Commission
City of Pasco

A quien le interese:

Esta carta respalda la Enmienda al Plan Integral solicitada por Broetje Orchards LLC para cambiar la designación del uso de propiedad para las parcelas # 112-470-014, 112-430-012, 112-430-021, 112-462-078, and 112-462-096.

Vivo o trabajo muy cerca de la ubicación propuesta.

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Además, como hay muchos grandes empleadores que vienen al lado este de Pasco, me preocupa la cantidad de congestión y tráfico a lo largo del corredor Hwy 12 si todas las viviendas nuevas se ubican en el oeste de Pasco. Esta enmienda mitigaría esta situación en desarrollo.

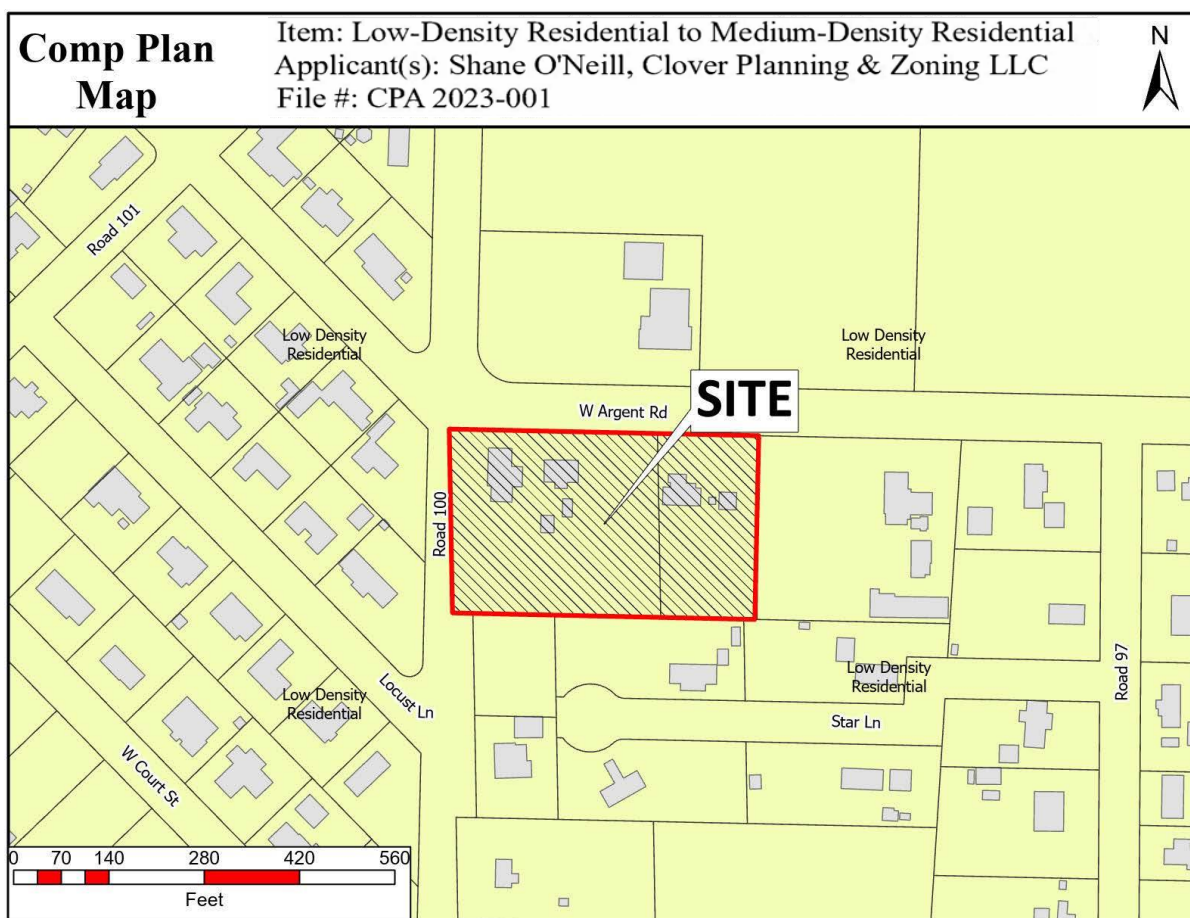
Apoyamos esta enmienda al Plan Integral para cambiar el uso de la propiedad de las parcelas de Industrial a Mixto Residencial/Comercial.

Gracias,

Nombre: Mariela Lopez
Firma: [Signature]
Domicilio: 1505 S Rd 40 E #37
PASCO WA 99301

2023 Comprehensive Plan Amendment Docket
CPA2023-001

File Number: CPA2023-001	
Applicant:	Shane O'Neill with Clover Planning and Zoning LLC
Description:	Future Land Use Map Amendment: <u>Low Density Residential to Medium Density Residential</u>
Current Zoning:	RS-20
Address / Parcel(s)	118292027, 118292036
Total Area (Acres)	2.85
Environmental Determination	Determination of Non-Significance, Issued 06/19/2023



Approval Criteria:

Per Pasco Municipal Code 25.215.020(8)(c), The City may approve Comprehensive Plan amendments if it finds that:

- (i) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment.
- (ii) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment.
- (iii) The proposed amendment corrects an obvious mapping error; or
- (iv) The proposed amendment addresses an identified deficiency in the Comprehensive Plan.

In addition, per Pasco Municipal Code 25.215.020(9) The City must also consider the following factors prior to approving Comprehensive Plan amendments:

- (a) The effect upon the physical environment.
- (b) The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes.
- (c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods.
- (d) The adequacy of and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools.
- (e) The quantity and location of land planned for the proposed land use type and density and the demand for such land.
- (f) The current and projected project density in the area; and
- (g) The effect, if any, upon other aspects of the Comprehensive Plan.

Analysis

1. Does the proposed amendment bear a substantial relationship to the public health, safety, welfare, and protection of the environment?

Per Pasco Municipal Code 25.215.015 Comprehensive Plan land use density table, the current Low Density Residential designation accommodates a variety of residential housing at a density of 3 to 6 dwelling units per acre, and allows for R-S-20, R-S-12, R-S-1, R-1, R-1-A, and R-1-A2 zoning.

The proposed Medium Density Residential Land Use Designation accommodates a diverse range of housing options at general density range between 6 – 20 dwelling units per acre. The transition from the surrounding low-density residential to medium density residential land uses is in place in many areas of the city, and does not interfere with the public health, safety, welfare, or protection of the environment.

2. Is the proposed amendment consistent with the requirements of the Washington State Growth Management Act and to the affected portion(s) of the adopted Pasco Comprehensive Plan?

The proposed land use amendment from Low Density Residential to Medium Density Residential demonstrates consistency with several key goals of the Washington State Growth Management Act (GMA). The site is located within Pasco's Urban Growth Area, with existing or planned adequate public facilities and services, including a nearby fire station and adjacent arterial roads with municipal utilities, aligning with the Urban Growth goal (RCW 36.70A.020(1)).

The change to Medium Density Residential supports the Reduce Sprawl goal (RCW 36.70A.020(2)) by allowing for more efficient use of urban land. The site's location at the intersection of two arterial roads provides good transportation access, and increased density could support more efficient use of existing infrastructure, addressing the Transportation goal (RCW 36.70A.020(3)). The amendment also supports the Housing goal (RCW 36.70A.020(4)) by allowing for a greater variety of housing types and densities within the existing urban area. While not directly promoting commercial development, the increased residential density can support local businesses and economic activity, contributing to the Economic Development goal (RCW 36.70A.020(5)).

The site has access to existing public facilities and services, with any development subject to review to ensure adequate service levels are maintained, addressing the Public Facilities and Services goal (RCW 36.70A.020(12)). Lastly, the amendment process includes public notice and opportunity for comment, consistent with the Citizen Participation goal (RCW 36.70A.020(11)) of the GMA.

3. Does the proposed amendment correct a mapping error?

The proposed amendment does not correct a mapping error.

4. Does the proposed amendment address a deficiency in the Comprehensive Plan?

The proposed land use amendment does not address a deficiency in the Comprehensive Plan. The proposal aligns with several Comprehensive Plan goals and policies:

- Land Use Goal LU-2: Promotes variety of compatible land uses within the Urban Growth Area.
- Land Use Policy LU-2-A: The site has adequate transportation and utility infrastructure to support diverse land uses.
- Land Use Policy LU-4-C: Encourages walkable, mixed-use developments. The amendment would allow for commercial and residential uses, potentially improving walkability with appropriate infrastructure.

- Land Use Policy LU-5-A: Supports varied residential densities in the Urban Growth Area. The proposal allows for higher-density residential and commercial uses.

5. What are the effects on the physical environment, including open space and natural features?

This is a non-projection proposal. Transitioning the site to a Medium Density Residential land use designation will not affect any known protected lands such as critical or natural areas.

Adequate measures within the Pasco Municipal Code exist to mitigate any adverse impacts. impacts to the natural environment of the proposal, including conformance with, or mitigation of identified Critical Area Habitat.

6. What is the compatibility and impact on adjacent land uses and surrounding neighborhoods?

The site is currently designated Low Density Residential (3-6 dwelling units per acre). The proposed Medium Density Residential designation would allow 6-20 dwelling units per acre, offering a wider range of housing options, however the overall development could be limited given the constraints of the lot size, and location at Road 100 and Argent.

This transition from low to medium density is consistent with patterns seen elsewhere in the city. The site's proximity to a major planned commercial corridor (Road 100, Chapel Hill Drive, Broadmoor Blvd) supports a balance of housing options near business activities.

As a non-project amendment, specific environmental or developmental impacts would be addressed during future project-level reviews, should the designation change be approved.

7. What are the impacts on public facilities, and utilities, transportation system, parks, recreation, and public schools?

- Public facilities and utilities – The site are nearby and would be served by municipal water and sewer.
- Transportation system – Land Use Policy LU-4-B requires the city to encourage infill and higher density uses within proximity to major travel corridors and public transportation. service areas. The site is located at the corner of two arterial streets. If developed as proposed, full frontage improvements, including curb, gutter, sidewalk would be required; the intersection may require upgrades up to and including signalization.
- Parks, recreation – no substantial impacts on parks or recreation are anticipated due to the proposal.
- Public schools – no substantial impacts on schools are anticipated due to the proposal.

8. The quantity and location of land planned for the proposed land use type and density and the demand for such land.

The Medium Density Land Use accounts for 15% of all residential land uses, and less than 1% of all land uses within the Urban Growth Area in the current Comprehensive Plan. The Comprehensive Plan noted that an increase of housing options is necessary to accommodate anticipated growth projections.

9. The current and projected project density in the area.

The site is in an area with a diverse range of development activity occurring. Nearby developments have been approved, in accordance with the Comprehensive Plan and Pasco Zoning Code that have increased overall density in the area.

10. The effect, if any, upon other aspects of the Comprehensive Plan.

The proposed non-project land use amendment is generally in compliance with the Goals and Policies of the Pasco Comprehensive Plan.

Public and Agency Comments

Comments on the proposal have been included in Exhibit B.

Planning Commission Recommendation and Modified Proposal

The Planning Commission recommended a denial of the proposed amendment on May 16, 2024. On August 15, 2024, the applicant submitted a modified proposal, revising the amendment request to Medium Density Residential, instead of the previously requested Mixed Residential/Commercial designation.

James Larsen
9817 Star Lane
Pasco, Washington [99301]

RECEIVED
SEP 05 2024
PASCO CITY CLERK

September 5, 2024
Pasco City Council
525 N. Third Avenue
Pasco, WA 99301

My written Comments are for the September 9th public Hearing About CPA2023-001

I would speak at meeting but I have medical appointment, Kidney Dialysis, at your meetings time.

The Applicant has not volunteered to disclose the intended Use of the land to have Zoning Change. We have to assume the worst because of this.

The Amendment CPA 2023-001 is in conflict with the land use Plan. First LU-1-C Policy: Encourage conservation design with cluster Commercial development and discourage strip commercial Development.

Next conflict is LU-3 Goal: Maintain established neighborhoods and ensure new neighborhoods are safe and enjoyable places to live. Residential houses are all ready on land. Change would most likely increase traffic and crime. This is not a Major commercial center as in LU-6-B thus change would be in conflict.

Next Conflict H-2. Goal: Preserve and Maintain the existing Housing Stock for Present and future residents. These are Large residential lots. The city is mostly building small lots. Change would decrease available stock of this type residential units.

Last conflict H-4 Goal: support efforts to provide affordable housing to meet the needs of the Community. Manufactured Home is already on one parcel.

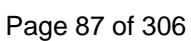
LU-1 Land use Map show the plan.

Conclusion this Zoning change does not follow the plan. It does not benefit existing neighborhood.

Sincerely,



James C. Larsen



Public Comment Received
Comprehensive Plan Amendment 2023-001

Email #1

From: Dallas Green <dallas@dallasgreenteam.com>

Sent: Tuesday, October 17, 2023 8:59 PM

Subject: Comment CPA2023-001

Regarding the zoning change request for CPA2023-001 which will be before the commission on 10/19/23:

I am in strong support of an individual's land rights and in most cases their ability to develop and modify their use as a city grows and evolves. The issue the planning commission must consider is not specific just to these parcels, the City of Pasco fails the residents on daily basis as a result of the lack of traffic infrastructure to support the growth. This failure rests at the feet of the city's planning commission, planning department, and council.

The intersection of Road 100 and Argent is heavily traveled not just from homes built prior to 2008 but right after with Chiawana High School other housing developments, it has become quite a mess. The addition of a right turn lane on Argent west bound to north bound Road 100 has helped but the number of cars that turn left heading south on Road 100 is not insignificant. Those vehicles are forced to dart between oncoming traffic in both directions. The Road 100 traffic heading southbound turning east on to Argent, towards Chiawana High School, backs up southbound Road 100 daily, congesting traffic in all directions.

With the River Shore development recently approved by the planning commission (a horrendous mistake) we will see a greater number of vehicles utilizing West Court and the west side of Argent, all converging on that intersection.

Most people would consider it insane to approve yet another rezone prior to the traffic infrastructure already considered, planned, and in process but that is just what the City of Pasco does. Build and build and the traffic nightmares continue.

Planning commission members, this is your chance to start addressing Pasco's failed traffic planning history. You on the planning commission are wielding the rezone approval pen wildly to support high density housing and it seems quite clear you are not considering the traffic disruptions as well as the destruction of single family neighborhoods the overwhelming majority of Pasco residents moved here to enjoy.

Regards,

Dallas Green, CRS, SRES

Managing Broker

Dallas Green Team - eXp Realty

T: 509-378-1848

E: Dallas@DallasGreenTeam.com

Email #2

From: June Detloff <june.detloff@gmail.com>

Sent: Tuesday, October 17, 2023 9:07 PM

Subject: CPA2023-001 Rezone

Please do not allow any further commercial zoning in the south end of Road 100.

Thank you.

June Detloff
2615 Road 96
509-547-6544

Email #3

From: Roger Wright <roger@rgwenterprises.com>

Sent: Thursday, October 19, 2023 9:01:41 AM

Cc: brenda.wright@charter.net <brenda.wright@charter.net>

Subject: File No CPA2023-001

We are the owners of 10217 Willow Way, PID 118-212-130. We have reviewed the application for Comp Plan change File No. CPA2023-001, 3015 Road 100 & 9904 W. Argent. This application proposes to change the land use for this 2.86 acre site from Low Density Residential to Mixed Residential and Commercial.

We are very opposed to this action. This would completely change the nature of the existing neighborhood impacting the property values for the existing residential homes, will further impact traffic at this location which already is nearly impossible to access Road 100 due to business and school traffic, and we already have a commercial area a short distance north on Road 100. Installing commercial development here will only further draw criminal activity into the residential neighborhoods, an activity already occurring adjacent to the commercial area on Road 100 at the freeway.

We request the Planning Commission deny this application and keep the land use at this location Low Density Residential.

Roger and Brenda Wright
10217 Willow Way
Pasco, WA 99301

Email #4

From: petyr_.Jk@charter.net <petyr.Jk@charter.net>

Sent: Thursday, October 19, 2023 11:32 AM

To: Jacob Gonzalez <gonzalezjb@pasco-wa.gov>

Subject: Reject Commercial Rezoning of Rd. 100 and Argent Intersection

To: Jacob B. Gonzalez, Planning Commission Director

Rebuttal to the application by Shane O'Neill, Clover Planning & Zoning LLC for rezoning of land on the SE corner of Road 100 and Argent from RS-20 to Mixed Residential-Commercial with eventual rezone to C-1. The planning Commission should reject this amendment based on Pasco Municipal Code (25.215.020 Comprehensive Plan amendment) 8(c)(i) Which reads "The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;" I believe the amendment will have a substantial NEGATIVE impact on the health, safety, welfare and environment of our neighborhood and I outline some of those criteria below. It is clear that the applicants want commercial development that most the nearby residents do not believe is in their best interests and will significantly degrade our neighborhood.

The application is redundant and inconsistent as noted below. First, the land designation is inconsistent, and the acreage is contradictorily listed as 1.9, 2.86 and 3 acres throughout the document. The application lists Road 100 as a principal arterial and Argent as a minor arterial. The comprehensive plan map (City-of-Pasco-2018-2038-Map-Folio-Updated (pasco-wa.gov)) list these as a minor arterial and a collector respectively.

The applicant suggests that this parcel will be an ideal location for a "walkable, neighborhood friendly" commercial zone. The applicants do not understand the importance of this corner in traffic flow for residents to I-182 for employment and shopping. Commercial development of this intersection will impede the last remaining free-flowing exit point for local residents. It will significantly obstruct residents from accessing nearby commercial resources and commuting to work.

The applicant frequently mentions the need for "walkable" commercial development. To achieve such a goal will involve a long-term plan to reimagine this intersection. Currently the intersection, as well as Road 100 and Argent are not safe for pedestrian, cyclist, or moped traffic. This development is likely to exacerbate the problem and make the neighborhood less "walkable." The application does not provide any plan to make this area meet walkable criteria other than to make use of popular buzzwords.

The application will most probably result in the construction of a poorly planned strip mall with attendant traffic problems, 24/7 noise and light pollution, increased crime, and unsafe pedestrian access. The applicants suggest this intersection should "mirror" that of Road 68 and Argent. We do not need another such traffic and commercial nightmare at Road 100 and Argent.

As a resident of Riverview area for 35 years and of Pasco proper since annexation, I have seen considerable changes to the area. This application represents the worst type of planning. I strongly suggest the planning commission reject the motion for recommendation and not forward the report to the City Council.

Rejecting this application will show that Pasco encourages intelligent integration of residential neighborhoods with commercial opportunities. This application is a sad example of how developers game the system by buying up property, allowing the residential property to decay, then describing the site as "underutilized" (I quote from the application) and eventually converting the real estate to commercial property.

Peter C. Rieke, Ph.D.

9104 W. Pooler St. Pasco, WA 99301

509-438-6126

Petryr_jk@charter.net Peter C. Rieke, Ph.D.

9104 W. Pooler St. Pasco, WA 99301

509-438-6126

Petryr_jk@charter.net

Email #5

From: Jody Kronvall <jkronvall@hotmail.com>

Sent: Thursday, October 19, 2023 7:41:55 PM

Subject: File No CPA2023-001

We have been Pasco residents at 10204 W. Argent for the past 36 years. We have just been notified of the Comp Plan change File No. CPA2023-001.

We are unable to come to the meeting on October 19th, but wanted to voice our objection to this proposal. Growth in this area has been dramatic, but we have been accepting of the changes. To allow this area to go from Low Density to Mixed Residential and Commercial is asking for trouble. There is already a high volume of traffic due to the school and business, why compound this with a small parcel? Yes there is a church on this corner, but that is only impacted on Sunday primarily. When you survey this area, one only sees houses, let's keep it this way.

Charlie and Jody Kronvall
10204 W. Argent Road
Pasco, WA 99301

Email #6

From: Patricia Campbell patocean@hotmail.com

Sent: Thursday, October 19, 2023 11:08 AM

Subject: File Number CPA2023-001

Sirs,

We have recently received a Notice of Public Hearing regarding the potential rezone of a 2.86 parcel of property located at 3015 Road 100 and 9904 W Argent. Provided File Number CPA 2023-001 documentation listed in the Notice refers to a request to rezone this property from Low Density Residential to a Mixed Residential and Commercial zoning. The term Mixed Residential and Commercial appears to allow the owner/developer of this property potential free reign to develop whatever they prefer. There is abundant property in this area along Road 100 north of the Franklin County Irrigation District canal available for commercial development. We have been residents of this neighborhood for 32 years, and it has always been a desirable, well maintained area to live.

Property values (and associated property tax revenues) have remained high because of this, and are potentially at risk dependent upon the type of future developments. We would prefer that the zoning of Low Density Residential remain in place for this property, allowing the integrity of this neighborhood to remain in place, and urge you to consider our concerns in your decision making process.

Thank You,

Duncan and Patricia Campbell
10208 W Willow Way
Pasco, Wa 99301

Email #7

From: Carolyn Henry <chenry509@charter.net>

Sent: Thursday, October 19, 2023 11:22 AM

Subject: Re-zoning File No CPA2023-001

Planning Commission:

We are the owners of 3109 Road 103, parcel number 118202598. We have reviewed the application for Comp Plan change File No. CPA2023-001, 3015 Road 100 & 9904 W. Argent. This application proposes to change the land use for this 2.86 acre site from Low Density Residential to Mixed Residential and Commercial.

We are very opposed to this action. This would completely change the nature of the existing neighborhood impacting the property values for the existing residential homes, will further impact traffic at this location which already is nearly impossible to access Road 100 due to business and school traffic, and we already have a commercial area a short distance north on Road 100. Installing commercial development here will only further draw criminal activity into the residential neighborhoods, an activity already occurring adjacent to the commercial area on Road 100 at the freeway.

We request the Planning Commission deny this application and keep the land use at this location Low Density Residential.

Thank you,

William and Carolyn Henry

3109 Road 103

Pasco, WA 99301

Email #8

Sent: Thursday, October 19, 2023 11:34 AM

Subject: Online Form Submittal: Contact the City Clerk

Name: mark a mansell

Email: MAMANSELL@GMAIL.COM

Subject: Comments Against Future Land Use Map Amendment for Parcel(s) 118292036 & 118292027 Requesting a change from Low Density Residential to Mixed Residential and Commercial

Comment: My wife and I are against the future land use map amendment for Parcel(s) 118292036 & 118292027, changing from Low Density Residential to Mixed Residential and Commercial.

We moved into the area because, in part, this is a residential area and NOT a business/commercial area.

The almost three acres rezoning will provide room for numerous businesses. There is no business plan submitted, so let go with the worst case, a multi-business area with high thruput businesses and lots of traffic placed at one of the busiest intersections in the area. This would be a traffic disaster.

Throughout the Tri-Cities, one can see beggars at the entrances to many business areas. They also beg from shoppers as they wander around the area. There are often homeless people in the area. We do not want these in our area; we do not want the crime that comes with this; we do not want the reduced safety that comes with this.

There are hundreds of dwellings to the north and south of this intersection and unimproved lands that will increase that number significantly as they are developed. This intersection is the collection point for all of these subdivisions. While it is a great for business owners, It is the worst possible place to locate businesses for the local residents and traffic.

There are no business needs in this area that are not met by local business areas already in place in the local community within a five-minute drive.

Regards,

Mark and Donna Mansell

Email #9

From: CV Smith <vanfan2@msn.com>

Sent: Sunday, October 29, 2023 4:37 PM

To: Andrew Hattori <hattoria@pasco-wa.gov>

Subject: Re: Comprehensive Plan Amendment Code and Application

Dear Mr. Hattori,

Thank you for your message, and I appreciated the call from Jacob Gonzales, also. Please formally consider these remarks as part of the public process.

To confirm, I respectfully request:

1. This application should be reviewed as part of the planned upcoming periodic review for several reasons, including
 - a. This process has been ruined by the proposer's representative's angry threats to public commenters that we can resolve it with a fight in the parking lot;
 - b. The amendment is inconsistent with the Comprehensive Plan's designation for Road 100 adopted only two years ago to prohibit 'mixed-use residential and commercial' in this area. Pasco should be implementing the Plan rather than considering upending it;
 - c. The amendment would have irreversible and significant direct, indirect, and cumulative effects;
 - d. An amendment with this much effect should be part of the periodic review process that has broad notice and public input;
 - e. The amendment removes the potential opportunity for other types of residential uses (e.g. medium density residential) which would be more consistent with the surrounding low density residential designation.

2. If Pasco wishes to continue now with the application, a new, effective notice is required to be sent to the neighborhood and others. The current Pasco rule for notice is not consistent with the requirement for “effective” notice. RCW 36.70A.035 required notice procedures reasonably calculated to provide notice to property owners and other affected and interested individuals, government agencies, groups, and businesses. Examples of reasonable notice provision include posting on the property.

a. Given the scope and impact of the proposed change, the 300 ft. boundary selected for notice (or slightly larger?) is much too small, not appropriate.

b. The property has no posting.

c. The Save Our Shorelines group was not notified even though the proposed change is near areas known to be used as a landing areas for migratory birds (the near-by designated open space, large open church grass area, and agricultural field). This group has worked with cities and the community for years and should have been notified.

d. It’s unclear whether Franklin County was notified.

e. Competing businesses less than a mile away were not notified.

3. If Pasco wishes to continue now with the application, after appropriate notice is provided, the City and Applicant should provide a workshop to provide information on the amendment process and why it would be appropriate to amend this important land use element only two years after the plan was adopted, and outside of the periodic review process that begins soon. I believe the applicant owned these properties prior to the Plan development and should have (or maybe did?) raise this issue during that process. The applicant should be working with the neighborhood to find a mutually acceptable solution.

4. Pasco should revise its rules about Plan amendments which seem to remove Pasco’s discretion and require a Supplemental SEPA analysis before rejecting a proposal. While a court would probably read in discretion, the rules as written could cause confusion.

5. Pasco's amendment process, that has been described by commissioners as being phased (based on the planning commission then the Council first determining whether the application is complete), does not match the broad findings formally made by the planning department (the amendment would be consistent with the Plan and the GMA).

6. Pasco's attorney should be participating.

Thank you for considering these comments.

Connie Smith

Email #10

From: kjajs@charter.net

To: Jeff Adams

Subject: File #CPA-2023-001 - Road 100 & Argent

Date: Wednesday, May 15, 2024 12:09:35 PM

To: Jeff Adams, Associate Planner, and the Planning Commission:

We are the owners of the property at 10204 Willow Way. We are strongly opposed to the proposed change of the land use for the property listed in the application at 3015 Road 100 & 9904 W. Argent. This change from Low Density Residential to Mixed Residential and Commercial would strongly impact the residents in this surrounding area.

The change to this area would be devastating to the residents and neighborhood safety especially with no specific project designated. This change of this land use designation would open the possibility of unknown projects and other uses. This area does not need more traffic as we have seen a substantial increase of traffic with the new developments and building in the surrounding area. With the new developments being built all around our area, the commercial and multi-unit projects should suffice the area's needs.

We need to consider the safety of our young children, our future children, and of the residents in this area. This area has been designated Low Density Residential area for many years and should continue to remain that way.

We hope that you will take into consideration with great respect to all current and future residents living in the area the seriousness and impact a land use change would have on this community.

Respectfully submitted,

Kay & Albert Slahtasky

10204 Willow Way.

Email #11

From: Petyr Private <petyr.rieke@gmail.com>

Sent: Wednesday, May 15, 2024 9:56 PM

To: Jacob Gonzalez <gonzalezjb@pasco-wa.gov>; David Milne <MilneCouncil@pasco-wa.gov>; Teresa Kruschke <tmkruschke@gmail.com>; dallas@dallasgreenteam.com

Subject: Land use amendment at Rd 100 and Argent

Jacob please see the attached document and enter it into the public comments. On a side note, I am appalled at the lack of notice given for this public hearing. I received notification on Tuesday and have had precious little time to get the word out. I will be checking to see if any notification rules have been ignored. This is simply not the way to run such an important commission given that the city knows there is considerable public interest.

Thank you for your time and I always enjoy working with you.

Pete Rieke

9104 W Pooler Rd, Pasco, WA 99301

To: Jacob B. Gonzalez, Planning Commission Director

Rebuttal to the application by Shane O'Neill, Clover Planning & Zoning LLC for rezoning of land on the SE corner of Road 100 and Argent from RS-20 to Mixed Residential-Commercial with eventual rezone to C-1.

The planning Commission should reject this amendment based on Pasco Municipal Code (25.215.020 Comprehensive Plan amendment) 8(c)(i) Which reads “The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;” I believe the amendment will have a substantial NEGATIVE impact on the health, safety, welfare and environment of our neighborhood and I outline some of those criteria below. It is clear that the applicants want commercial development that most the nearby residents do not believe is in their best interests and will significantly degrade our neighborhood.

The application is redundant and inconsistent as noted below. First, the land designation is inconsistent, and the acreage is contradictorily listed as 1.9, 2.86 and 3 acres throughout the document. The application lists Road 100 as a principal arterial and Argent as a minor arterial. The comprehensive plan map (City-of-Pasco-2018-2038-Map-Folio-Updated (pasco-wa.gov)) list these as a minor arterial and a collector respectively.

The applicant suggests that this parcel will be an ideal location for a “walkable, neighborhood friendly” commercial zone. The applicants do not understand the importance of this corner in traffic flow for residents to I-182 for employment and shopping. Commercial development of this intersection will impede the last remaining free-flowing exit point for local residents. It will significantly obstruct residents from accessing nearby commercial resources and commuting to work.

The applicant frequently mentions the need for “walkable” commercial development. To achieve such a goal will involve a long-term plan to reimagine this intersection. Currently the intersection, as well as Road 100 and Argent are not safe for pedestrian, cyclist, or moped traffic. This development is likely to exacerbate the problem and make the neighborhood less “walkable.” The application does not provide any plan to make this area meet walkable criteria other than to make use of popular buzzwords.

The application will most probably result in the construction of a poorly planned strip mall with attendant traffic problems, 24/7 noise and light pollution, increased crime, and unsafe pedestrian access. The applicants suggest this intersection should “mirror” that of Road 68 and Argent. We do not need another such traffic and commercial nightmare at Road 100 and Argent.

As a resident of Riverview area for 35 years and of Pasco proper since annexation, I have seen considerable changes to the area. This application represents the worst type of planning. I strongly suggest the planning commission reject the motion for recommendation and not forward the report to the City Council.

Rejecting this application will show that Pasco encourages intelligent integration of residential neighborhoods with commercial opportunities. This application is a sad example of how developers game the system by buying up property, allowing the residential property to decay, then describing the site as “underutilized” (I quote from the application) and eventually converting the real estate to commercial property.

Peter C. Rieke, Ph.D.

9104 W. Pooler St. Pasco, WA 99301

509-438-6126

Petyr_jk@charter.net

Road 100/Argent is a significant arterial for exiting the Riverview area. Commercial development will significantly block residents from accessing community resources.

To suggest that this will encourage walkability is almost ludicrous both Rd 100 and Argent are dangerous places to for pedestrians and cyclists.

We do not need another strip mall in the midst of a low-density residential area. To suggest that this corner should mirror that of Road 68 and Argent is baffling.

Q3 – support council goals multi-modal transportation network and retail taxes

Q6 - walking distance to residents of the immediate vicinity; thereby promoting a healthy lifestyle for Pasco residents by encouraging walking. Reducing travel distances between customers and services enhances public safety. Road 100 and Argent Street are extremely unfriendly to walking and cycling

Retail for the sake of retail is not in the general welfare.

Q6 – commercial land is available 1 mile north negating the need for this commercial development.

68 and Argent is a traffic mess for much of the day and best avoided if at all possible. We should not “mirror” this fiasco at Road 100 and Argent

Q7 – incompatibility. Commercial development will result in noise and light pollution, increases and mixed traffic flow that will negatively impact local residents.

Goals

LU-2: PLAN FOR A VARIETY OF COMPATIBLE LAND USES WITHIN THE UGA

Nearby commercial development already address the need for compatible land uses. This application creates an incompatible use resulting a radical change of the nature of the neighborhood.

LU-6: ENCOURAGE DISTINCTIVE QUALITY COMMUNITY AND REGIONAL COMMERCIAL AND INDUSTRIAL DEVELOPMENTS THAT SUPPORT THE CITY’S OVERALL DEVELOPMENT GOALS

Road 100 is a minor arterial and Argent is a collector. Not principal or minor arterials respectively. It does not mirror Road 68/Argent in any manner. This is a residential neighborhood that feed to commercial areas to the north.

LU-6-B Policy: Promote efficient and functional neighborhood level and major commercial centers to meet community demand.

The neighborhood has retail and commercial areas to the north that most residents pass through on a daily basis to reach the Broadmoor/I-82 interchange. There is little need for more retail in this vicinity and the idea that this promotes “walkable” neighborhood is almost ludicrous. It will make pedestrian access more dangerous.

ED—1. GOAL: MAINTAIN ECONOMIC DEVELOPMENT AS AN IMPORTANT AND ONGOING CITY INITIATIVE

Rejecting this application will show that Pasco encourages intelligent integration of residential neighborhoods with commercial opportunity. This application is a sad example of how developers game the system by buying up property, allowing the homes to decay, and eventually converting the real estate to commercial property.

ED-1-F Policy: Support and encourage residential/commercial mixed-use developments that provide neighborhood shopping and services and promote walkable neighborhoods.

This development will create greater traffic hazards, promote more 24 hr. noise and traffic, and make this intersection less pedestrian friendly.

ED-2-B Policy: Encourage development of a wide range of commercial and industrial uses strategically located near major transportation corridors or facilities and in close proximity to existing or proposed utility infrastructure while supporting local and regional needs.

Most residents use this intersection to access larger shopping areas and commute to work. The intersection's primary purpose is a feeder to areas north. There is not a lack of nearby retail services, and this plan is unlikely to create services within walking distance, and will make this intersection more hazardous to pedestrians.

ED-2—E Policy: Periodically assess the adequacy of the supply of vacant and re-developable lands in the City limits and the UGA, especially commercial and industrially zoned land.

Meeting the goals of some percentage of commercial land designation is not a valid reason for changing zoning. The area is "underutilized" because the owners purchased the property, allowed the residential value to decay, and now deem it somehow appropriate for commercial development.

From: [CityClerk](#)
To: [Carmen Patrick](#)
Subject: FW: Pasco Public Hearing 9/9/24 Hearing on File #CPA2023-001
Date: Thursday, September 5, 2024 1:01:10 PM
Importance: High

Please include this in the AR for Monday's Public Hearing.

Kindly,
Debby

From: kjajs@charter.net <kjajs@charter.net>
Sent: Wednesday, September 4, 2024 2:04 PM
To: CityClerk <cityclerk@pasco-wa.gov>
Subject: Pasco Public Hearing 9/9/24 Hearing on File #CPA2023-001

[**NOTICE:** This message originated outside of City of Pasco -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

City Clerk and City Council Members:

We are responding to the Proposed Land use amendment on parcels 3015 Road 100 & 9904 West Argent Road/118292036 & 118292027.

We are opposed to the land use change for the same reasons as stated in our previous letter, traffic, and safety. Most of the families in the area purchased their homes because of the land use designation of low-density residential. To change the land use designation to anything else with no proposed projects would jeopardize the area residents' **quality of life**.

The in and out access in the area is limited especially at peak rush hour and school hour times. With the high volume of traffic in this area it is very congested and to try to get to the freeway or other main roads is very challenging. In this area we have a lot of residents who take advantage of the walking and biking trails by the river and the area in general and find it difficult to walk safely with all the traffic. To add more additional residential homes and/or units would add to the congestion.

We hope that you will take the time to drive in this area at the rush hour/peak times to see the difficulty we all face here. We hope you will keep the designation as it currently stands for the safety and security of the current residents.

Respectfully submitted

Kay & Al Slahtasky
10203 W. Willow Road

Pasco, WA



Virus-free www.avg.com

AGENDA REPORT

FOR: City Council September 5, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Jacob Gonzalez, Director
Community & Economic Development

SUBJECT: Presentation - Code Enforcement Program (15 minutes)

I. REFERENCE(S):

PowerPoint Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Presentation - City of Pasco's Code Enforcement Program by Troy Hendren, Inspection Services Manager and Rosanna Johnson, Lead Code Enforcement Officer.

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

The City of Pasco, as a non-charter code city under Washington State Constitution Article 11, Section 10, and RCW Title 35A, has the authority to adopt and enforce ordinances that promote the health, safety, and welfare of its citizens. In 1996, the City established an enhanced Code Enforcement Program to decriminalize code violations and create an efficient system for enforcing city regulations. This program provides a process for prompt hearings on violations, imposes monetary penalties as authorized by RCW 35A.11.020, and outlines procedures for addressing unsafe or unlawful conditions.

The program's authority is defined in Pasco Municipal Code Chapter 1.40, covering enforcement and education on fire hazards, business licenses, rental housing maintenance, zoning, health and sanitation, public right-of-way misuse, water and sewer violations, signage, noise regulation, abandoned vehicles, public nuisances, and building codes.

Pasco's enhanced Code Enforcement Program plays a vital role in maintaining community safety, health, and resilience, supporting economic growth and vitality, and reducing the financial impact of preventable emergencies. An effective Code Enforcement program substantially decreases slum and blight, protecting the taxable value and property tax revenues received by the City. By proactively addressing hazards, such as fire risks, unsafe buildings, and obstructions in public rights-of-way, the program significantly reduces dangers during emergency response situations, helping first responders access properties more quickly and safely. Furthermore, the program ensures compliance with newly adopted codes, aligning with both City Council's and citizens' vision for Pasco's future. This helps safeguard the City's long-term growth, sustainability, and quality of life for its residents.

V. DISCUSSION:

A presentation has been prepared by Community and Economic Development Department staff:

- *Troy Hendren, Inspection Services Manager*
- *Rosanna Johnson, Lead Code Enforcement Officer*



City of
Pasco

**Pasco City Council Meeting
September 9th, 2024**

CODE ENFORCEMENT PROGRAM

Program Administration

What is Code Enforcement?

Code Enforcement is the process used by local governments to ensure conformance with state and local laws, codes, or ordinances adopted by the City Council regulating public nuisances, public health, safety and welfare.



Program Administration

What does Code Enforcement do?

- ✓ Imminent Hazards
- ✓ Dangerous & Abandoned Structures
- ✓ Property Maintenance Standards
- ✓ Rental Licensing & Inspection Program
- ✓ Itinerant Vendor Inspections
- ✓ Construction Activity & Standards
- ✓ Health & Sanitation
- ✓ Public Nuisances
- ✓ Zoning
- ✓ Water & Sewers
- ✓ Dust & Erosion
- ✓ Noise
- ✓ Abatements
- ✓ Chronic Nuisances
- ✓ Fire Hazards
- ✓ Referral & Inspections for CDBG Projects



What does Code Enforcement investigate?

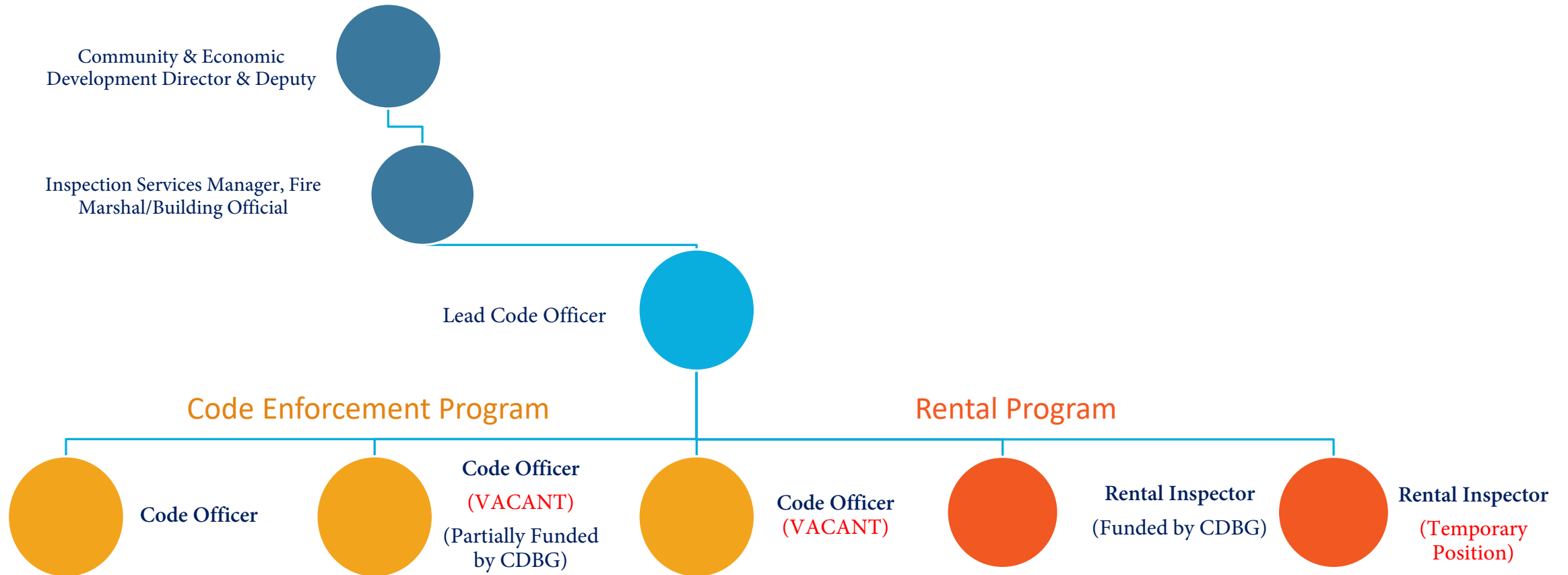
How would you handle
this situation?

- Fire Department has left
- Owner cannot act
- Surrounded by residential homes
- 20+mph winds expected

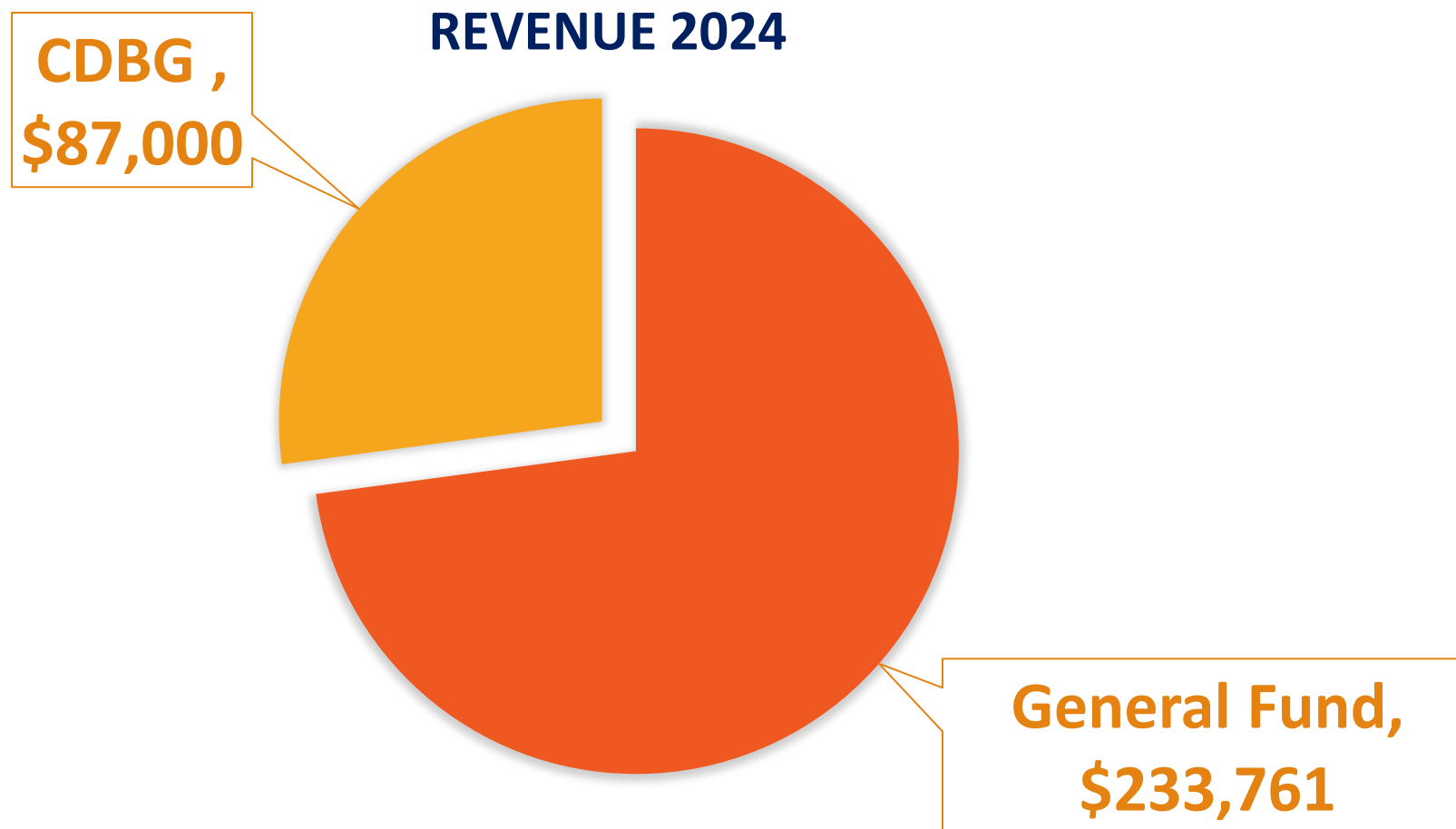


Program Administration

How is Code Enforcement Staffed & Administered?



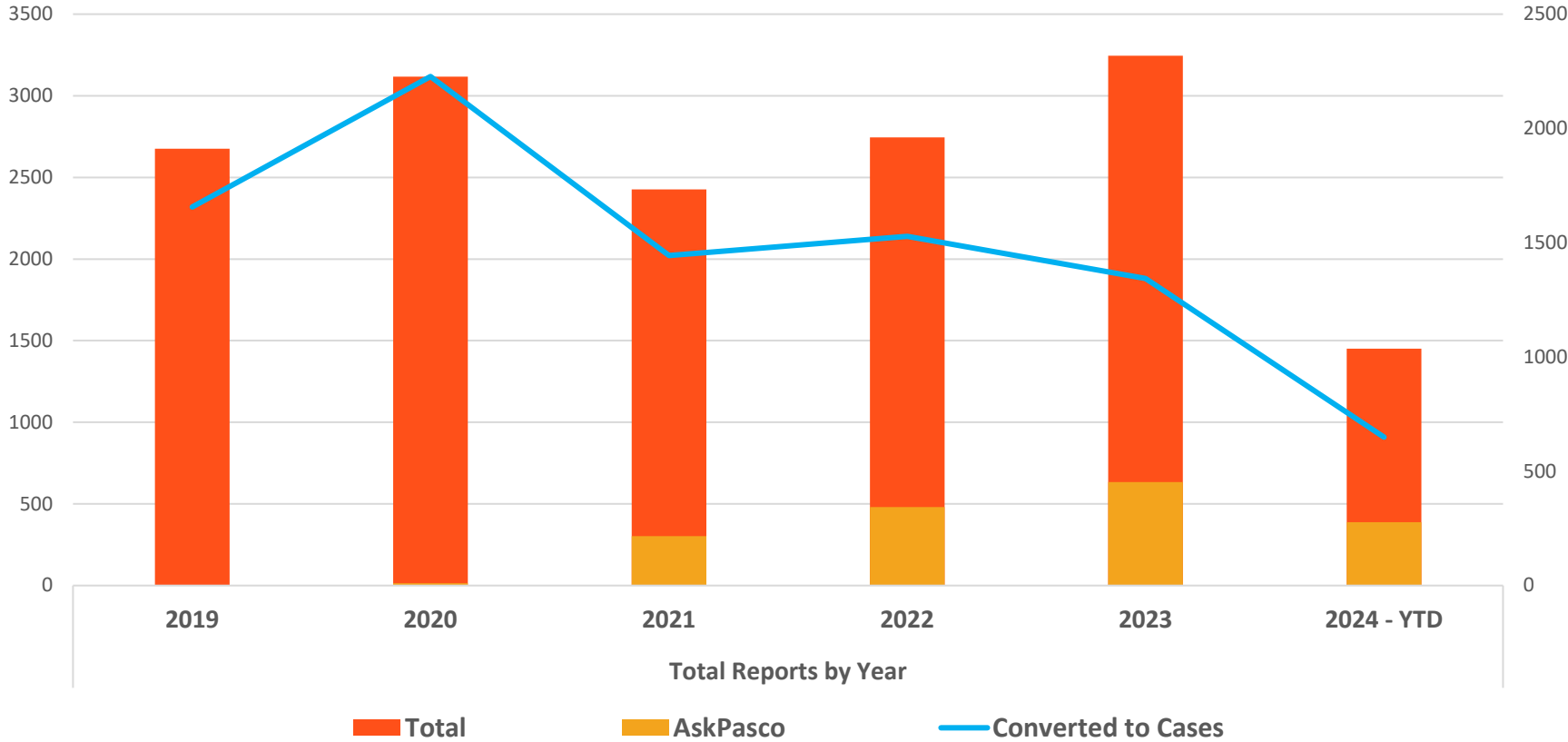
Program Administration



Program Administration

How are issues reported for investigation?

Issues Reported by Year



- In Person
- Phone
- Email
- E-Trakit
- Carrier Pigeon
- USPS Mail
- AskPasco App
- In field



Program Administration

How are issues prioritized for investigation?

*Response
Time:
Immediate
(1 hour)*

1

Structural Failures
Fire & Police Response Requests
Blowing Dust
Fridge w/Doors Accessible by Public
Active Stormwater Permit Violations
Evacuation/Relocation
As Directed by Manager

*Response
Time:
24 Hours*

2

Active Special Event & Sales Life/Safety Issues
Unsecured Dangerous & Abandoned Structures,
Pools & Spas
Occupied Substandard Conditions
Obstruction of Public Right of Way
Sight Visibility Issues
Working Without a Permit
Encampments, Discarded Materials

*Response
Time:
3 Working
Days*

3

Chronic Nuisance
General Rental Housing Violations
Marijuana Production/Growing
Auto Repairs
Stationary Vendor Violations
Conditions of Development Violations

*Response
Time:
7 Working
Days*

4

General Nuisances - Title 9
Special Use Permit Violations
Junk Vehicles
Zoning Violations
Signs in Right of Way
Failed Fire Safety Inspection

Code Division Response Matrix

The purpose of this matrix is to establish a priority inspection scheduling system for the City of Pasco Code Division services. Response and investigation is scheduled based on the level of risk and complexity of the work to be performed.

*Response
Time: 10
Working
Days*

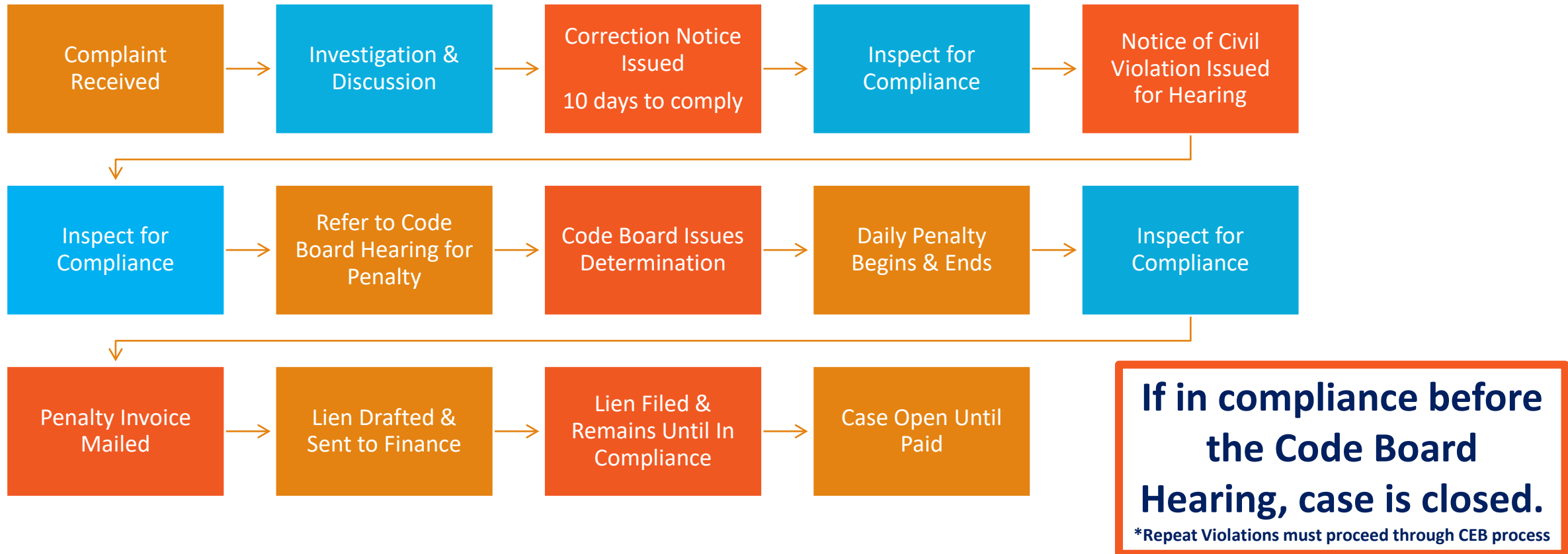
5

Lack of Garbage Service
Licensing Violations
Outdoor Lighting
Signs on Private Property
Yard Sales
Noise
Abandoned Building Permit

All reports are investigated for code compliance, If no violation exists, the complaint is closed.

Program Administration

Code Enforcement Process



Goal: Education Before Enforcement

Outreach & Education

Community Partnerships

Citizen Engagement





Program Type	Pros	Cons	Relation to Targets
Proactive Programs	Identify & address issues early, maintain community standards, reduce long-term costs	Requires more staffing, potential for perceived overreach	Prevention, Consistency, Reduced Emergency Costs
Reactive Programs	Focuses on citizen complaints, responsive to most immediate needs	Leads to worsening conditions, inequity in enforcement, higher long-term costs	Immediate Investigation



Current Program Structure

Why is Code Enforcement a necessity in every jurisdiction?

- Reduces liability on the city
- Legal framework for city to act when necessary
- Responsive local government
- Decreases slum & blight
 - Protects taxable valuation and revenue to the City
- Separate civil from criminal violations of law



City of Pasco Impact of Equitable Code Enforcement



Council Goals 2024-2025

- ✓ Promote a high-quality of life through quality programs and services
- ✓ Community Safety
- ✓ Promote and encourage economic vitality
- ✓ City Identity

<https://www.facebook.com/PascoInspectionServices>

[City of Pasco Good Neighbor Handbook](#) *Editing & translation in process - Contact the office at (509) 543-5743 to verify information.

[City of Pasco Code Division](#) – Report a Violation, Read more about services and the Rental Program

[Washington Association of Code Enforcement](#)

[American Association of Code Enforcement](#)

[Code Enforcement Officer Cora Teaches Code Enforcement](#) – A Code Enforcement Coloring Book, 4LEAF, Inc.

[The Importance of Code Enforcement](#) - by Laura Rouse-Devore, 1st vice president of the Illinois association of code enforcement.

[Healthy Housing Reference Manual](#) – U.S. Department of Health & Human Services and U.S. Department of Housing & Urban Development

[Code Enforcement: Critical for a Successful Fire Prevention Program](#) – Fire Engineering University, PennWell by Ben Coffman

[Code Enforcement & Nuisances](#) - Municipal Research and Services Center of Washington (MRSC)

[What is Code Enforcement?](#) – Center for Community Progress

[What is a Code Officer and How to Become One](#) – ZipRecruiter Marketplace Research Team

The Code Division was created to ensure the City of Pasco stay clean, safe and maintain a healthy living and working environment. The Pasco City Council authorizes the Code Division staff to enforce the Pasco Municipal Code (PMC) through education, inspections and formal notices to those remaining violations.

AGENDA REPORT

FOR: City Council September 5, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Eric Ferguson, City Attorney
City Attorney

SUBJECT: Presentation - Animal Control Authority Structure (10 minutes)

I. REFERENCE(S):

2005 Animal Control Authority ILA
2016 Animal Control Authority ILA
Operating Jurisdiction ILA

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

The Tri-City Animal Control Authority (ACA) was established in 1998 as an intergovernmental authority between the cities of Pasco, Kennewick, and Richland. The ACA oversees both sheltering and enforcement operations related to animal control. The intent is to provide animal control services “on a shared basis in a manner deemed most efficient and effective for the cities.”

The ACA operates under the direction of a Management Committee, which includes the City Manager, or his/her designee from each city. While Pasco has been designated as the Operating Jurisdiction since 2007, the Management Committee is responsible for determining the most effective way to deliver services. The Operating Jurisdiction handles key administrative tasks such as managing service contracts, financial management, and support services necessary for the implementation of the Animal Control Plan, which is approved by all participating cities.

Historically, the City of Pasco, as the Operating Jurisdiction, has been responsible for recruiting and entering into a contract that has been approved by the Management Committee to provide animal control services through procurement of an independent contractor. As of 2022, the City of Pasco has assumed the role of providing animal control services directly, thereby establishing the City of Pasco as the Operating Jurisdiction and the service provider.

V. DISCUSSION:

Recently, multiple inquiries have been made about the current structure of the ACA, as well as the breadth of services that are provided by the ACA members and the Operating Jurisdiction. The intent of this initial presentation is to educate the Council on the basic governance structure, status of agreements, as well as to allow Council the opportunity to provide staff with feedback about any potential changes moving forward.

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITIES OF RICHLAND, PASCO, KENNEWICK WASHINGTON FOR ANIMAL CONTROL

THIS COOPERATIVE AGREEMENT is entered into this 23 day of Aug, 2005, among the City of Kennewick, Washington hereinafter referred to as "Kennewick", Pasco, Washington, hereinafter referred to as "Pasco", and Richland, Washington, hereinafter referred to as "Richland", all municipal corporations of the State of Washington collective referred to as "Cities".

WHEREAS, the Cities are, pursuant to Chapter 39.34 R.C.W. the Interlocal Cooperation Act, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the cities, now, therefore, and in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I PURPOSE

The purpose of this Interlocal Agreement is:

1. To create and establish a Tri-City Animal Control Authority to provide for the common administration and enforcement of Animal Control Regulations throughout all three participating Cities, on a cooperative and consistent basis.
2. To create a Management Committee to determine the best manner in which to provide animal control services including contracting with independent contractor or a member entity for the provision of some or all of the Animal Control Services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner;
3. To select and empower a City to serve as the Operative Jurisdiction for the day to day management of Animal Control Services including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement;
4. To equally share the cost of basic Animal Control Services provided in this Agreement;
5. To achieve an overall cost savings for Animal Control Service to each city by avoiding redundant expenses, activities and facilities while enjoying the efficiencies of scale based upon service to the combined territorial jurisdictions of the Cities; and

6. Preserving to each city its ability to establish its own individual standards, regulations and fees for animal control; and
7. To provide for efficient and effective Animal Control Services for the citizens of the Cities.

SECTION II ADMINISTRATION

Administration of the Tri-City Animal Control Authority shall be conducted in the following manner.

2.1 Management Committee. The City Manager or his designee from each of the Cities shall constitute the Management Committee. The Management Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Management Committee shall be responsible for preparing a plan for Animal Control Services, subject to approval by the council of each city for providing Animal Control Services within the total jurisdictional territory of the Cities. The Management Committee shall:

- (a) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities;
- (b) Approve and execute contracts for services necessary for the implementation of the plan;
- (c) Develop a proposed annual budget for presentation to each City Council for approval and adoption for each calendar year during the term of this Agreement;
- (d) Provide reports of the activities and progress of the plan for each City Council;
- (e) Provide a venue for dispute resolution among participants of the Animal Control Plan; and
- (f) To provide such administrative assistance, expertise and direction as is necessary for the successful implementation of the Animal Control Plan.

The representative of the Operating Jurisdiction shall serve as the chair of the Management Committee.

- 2.2 Operating Jurisdiction. One of the Cities shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority. The Operating Jurisdiction shall be responsible for the day-to-day operations of the Animal Control Services including the enforcement of the rules, regulations and ordinances of the participating jurisdictions. All municipal employees, resources and facilities required in the implementation of the plan shall be employees and assets of the Operating Jurisdiction. The Operating Jurisdiction will provide all necessary support services for the implementation of the Animal Control Plan such as accounting, legal services, risk management and personnel management. The Operating Jurisdiction will manage all contracts with any independent contractors or other entities for services performed under the Animal Control Plan and administer all rules, regulations and policies established by the Management Committee and issue a periodical report to the Management Committee on the implementation of the Animal Control Plan.

The City of Kennewick is designated as the Operating Jurisdiction for 2004-2006; City of Pasco for 2007-2009; and City of Richland 2010-2012.

SECTION III ANIMAL CONTROL PLAN BASIC SERVICES

The Animal Control Plan as developed by the Management Committee and approved by each city, shall provide as a base level of service the following:

- (a) Regulation and apprehension of vicious or dangerous animals;
- (b) Removal of dead animals from the public right of way;
- (c) Apprehension of stray animals;
- (d) Impounding and boarding of apprehended animals;
- (e) Euthanasia of unclaimed animals;
- (f) Disposal of animal remains;
- (g) Enforcement of licensing regulations; and
- (h) Owner notification of found animals and indenti-code retrievals

The level of the above-enumerated Animal Control Services together with the method, and manner of the delivery of such services shall be delineated in the Animal Control Plan.

The Cities may modify the scope of the base level of services by mutual agreement as provided below.

Nothing herein will limit the City from securing additional Animal Control Services above and beyond those basic Animal Control Services enumerated above, from the Operating Jurisdiction by contract for additional fees independently negotiated for those additional services.

SECTION IV ASSESSMENT AND REIMBURSEMENT

The Management committee shall submit an annual budget of expenses for Animal Control Services for approval by each of the Cities. Each City shall maintain by ordinance or regulation its own rates and charges for compliance with their respective animal codes and fines and forfeitures for its enforcement within its territorial jurisdiction. All revenues derived therefrom shall be solely the revenues of that City. The approved operating budget shall consist of basic fixed cost which will be equally divided among the Cities and variable expense which shall be divided among the Cities based upon their percentages of use. The specific fund necessary for the implementation of this Agreement shall be maintained at the Operating Jurisdiction and shall be designated the "Tri-City Animal Control Operating Fund."

SECTION V MODIFICATION

The Cities agree that except for approval of the Animal Control Plan, and annual budgets as submitted by the Management Committee, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. The Cities reserve the right to modify this Agreement by mutual assent in writing and signed by all parties hereto.

SECTION VI OPERATING JURISDICTION INSURANCE REQUIREMENTS

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Operating Jurisdiction shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01. Non-operating jurisdictions shall be named as an insured under the Operating Jurisdiction's Commercial General Liability insurance policy with respect to the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Operating Jurisdiction shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Operating Jurisdiction insurance coverage shall be primary insurance in respect to the non-operating jurisdictions. Any Insurance, self-insurance, or insurance pool coverage maintained by the non-operating jurisdictions shall be excess of the Operating Jurisdictions insurance and shall not contribute with it.
2. The Operating Jurisdictions insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Operating Jurisdiction shall furnish non-operating jurisdictions with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operating Jurisdiction before commencement of the work.

OPERATING JURISDICTION INDEMNIFICATION / HOLD HARMLESS

The Operating Jurisdiction shall defend, indemnify and hold non-operating jurisdictions, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the non-operating jurisdictions.

INDEPENDENT CONTRACTORS INSURANCE REQUIREMENTS

Any independent contractors providing Animal Control Services under the Animal Control Plan shall procure and maintain public liability insurance naming the Cities as additional insured's with coverage limits no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury and property damage applicable to all activities performed under the terms of the Animal Control Plan.

INDEPENDENT CONTRACTORS INDEMNIFICATION / HOLD HARMLESS

Any independent contractors providing Animal Control Services under the Animal Control Plan shall defend, indemnify and hold the Cities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of Agreements, except for injuries and damages caused by the sole negligence of either Richland, Kennewick, or Pasco.

SECTION VII TERM OF AGREEMENT AND TERMINATION

This Agreement shall become effective on the 1st day of January, 2004 and shall expire on December 31, 2012. This Agreement will automatically be renewed annually unless any City gives written notice of its intent to terminate this Agreement. A City may terminate participation in this Agreement prior to adoption of the Animal Control Plan upon 30 days advanced written notice. This Agreement will automatically terminate if the Cities are unable to adopt an Animal Control Plan within 30 days of its presentation to the Cities by the Management Committee, unless such period is extended by mutual agreement of the parties. After adoption of the Animal Control Plan a City may terminate participation giving written notice of its intent to withdraw at least twelve months prior to the designated date of withdrawal. Upon notice of withdrawal by any City, the remaining Cities may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal during any calendar year shall not entitle the withdrawing party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing party for any calendar year.

SECTION VIII INSPECTION OF RECORDS

The records and documents with respect to all matters covered by this Interlocal Cooperative Agreement shall be subject to inspection, review or audit by any City during any term if this Agreement and for three years after its termination.

SECTION IX SEVERABILITY

In the event any term or condition of this Interlocal Cooperative Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

SECTION X FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor, and the Secretary of State and if found to be necessary, with the Office of Community Affairs as provided by RCW 39.34.120.

SECTION XI AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned cities. In witness whereof, the parties have signed this Agreement of the day and year written above.

THE CITY OF KENNEWICK:

BY: James R. Beaver
James R. Beaver, Mayor

Attest: Valerie J. Loffler
Valerie J. Loffler, City Clerk

Approved as to form;


John S. Ziebro
John S. Ziebro, City Attorney

THE CITY OF PASCO

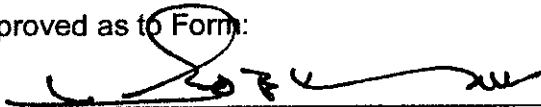
BY: _____


Michael Garrison, Mayor

Attest:

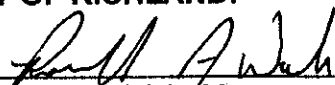

Webster U. Jackson, City Clerk

Approved as to Form:


Leland B. Kerr, Attorney

THE CITY OF RICHLAND:

BY: _____


Robert A. Welch, Mayor

Attest:


Cynthia Johnson, City Clerk

Approved as to Form:


Thomas O. Lampson, City Attorney

STATE OF WASHINGTON)
 : ss.
County of Benton)

On this day personally appeared before me James R. Beaver, Mayor of the City of Kennewick, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of September, 2005.

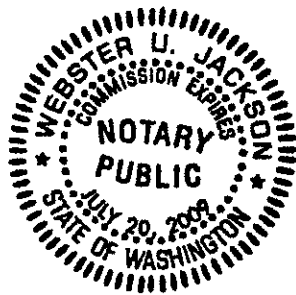


Shula Kaye Dunning
NOTARY PUBLIC in and for the
State of Washington, residing
at : Kennewick WA
My Commission Expires: 11-09-06

STATE OF WASHINGTON)
 :SS
County of Franklin)

On this day personally appeared before me Michael Garrison, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of September, 2005



Webster U. Jackson
NOTARY PUBLIC in and for the
State of Washington, residing
at: Pasco
My Commission Expires: 7/20/09

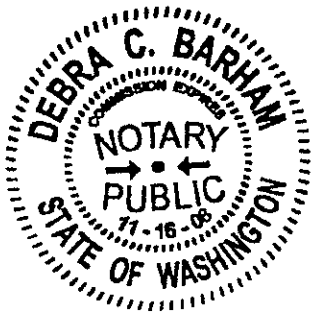
STATE OF WASHINGTON)

: ss.

County of Benton)

On this day personally appeared before me Robert A. Welch, Mayor of the City of Richland, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of August, 2005.



Debra C. Barham
NOTARY PUBLIC in and for the
State of Washington, residing
at: Benton County
My Commission Expires: 11/16/08

FILED FOR RECORD AT REQUEST OF:
City of Pasco, Washington

WHEN RECORDED RETURN TO:
City of Pasco
525 North 3rd
Pasco WA 99301

INTERLOCAL COOPERATIVE AGREEMENT
Between
CITIES OF PASCO, RICHLAND, AND KENNEWICK WASHINGTON
For
CREATION AND OPERATION OF
TRI-CITIES ANIMAL CONTROL AUTHORITY

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this 20th day of December 2016, pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the City of Pasco, a municipal corporation of the State of Washington, hereinafter referred to as "Pasco", the City of Kennewick, a municipal corporation of the State of Washington, hereinafter referred to as "Kennewick," and the City of Richland, a municipal corporation of the State of Washington, hereinafter referred to as the "Richland," and collectively referred to as "Cities" or "Participating Jurisdictions."

WHEREAS, the Cities are, pursuant to Chapter 39.34 RCW the Interlocal Cooperation Act, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. Purpose.

A) To establish and maintain the Tri-City Animal Control Authority (ACA) created by Interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.

B) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current ACA.

C) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provision of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.

D) To select and empower Pasco to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

E) To provide a method for the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

F) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the efficiencies of scale resulting from a unified service to the combined territorial jurisdictions of the Cities.

G) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

H) To provide for efficient and effective animal control services for the citizens of the Cities.

2. Definitions. For the purpose of this Agreement, the following definitions shall apply:

A) "Base Costs" shall mean the management, operating and capital improvement costs or revenues, classified as "base costs" in Exhibit A,

associated with providing animal control services which would be present regardless of the amount of service provided over time.

B) “Capital Improvement Cost” shall mean the costs associated with the major maintenance and improvement of animal control authority capital assets including its fleet, facilities and site.

C) “Cities” or “Participating Jurisdictions” shall mean the cities of Pasco, Kennewick, and Richland, Washington, and any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a Participating Jurisdiction as provided in Section 4.

D) “Management Costs” shall mean the costs associated with management and administration of animal control services, including physical facility expenses, by the operating jurisdiction.

E) “Operating Costs” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of animal control services and programs.

F) “Operating Jurisdiction” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, more particularly stated in Section 3.B below. The initial Operating Jurisdiction shall be the City of Pasco.

G) “Service Contractor” shall mean a Participating Jurisdiction or a qualified third-party independent contractor selected to provide day-to-day animal control services and the physical implementation of the animal control plan.

H) “Subscriber” shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, receives some or all ACA services.

I) “Usage Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “usage costs” in Exhibit A, associated with providing animal control services which vary by the amount of service provided over time.

3. Administration. Administration of the ACA shall be conducted in the following manner:

A) Management Committee. The City Manager or their designee from each of the Participating Jurisdictions shall constitute the Management

Committee (Committee). The Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Committee shall be responsible for preparing a plan for animal control services, subject to approval by the council of the Cities, for providing animal control services within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory. The City Manager of Pasco or their designee, as the representative of the Operating Jurisdiction, shall serve as the Chair of the Committee. The Committee shall:

- 1) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities.
- 2) Approve and execute contracts for services necessary for the implementation of the Animal Control Plan.
- 3) Develop a proposed annual budget for presentation to each of the Cities for their approval for each calendar year during the term of this Agreement.
- 4) Provide reports of the activities and progress of the Animal Control Plan to each of the Cities at least annually during the term of this Agreement.
- 5) Provide a venue for dispute resolution among participants in the Animal Control Plan.
- 6) Provide such administrative assistance, expertise, and direction as is necessary for the successful implementation of the plan.
- 7) Secure such services as are necessary for the implementation of the Animal Control Plan.

B) Operating Jurisdiction.

1) Appointment. Pasco shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority unless otherwise designated by unanimous written consent of the Participating Jurisdictions.

2) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

(a) The day-to-day operations of the Animal Control Services, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

(b) All service contractors, providers, resources, and facilities necessary for the implementation of the Animal Control Plan shall be provided by or managed by the Operating Jurisdiction.

(c) The Operating Jurisdiction shall provide all necessary support services for the implementation of the Animal Control Plan, including but not limited to accounting, legal services, records management, risk management, and personnel management.

(d) The Operating Jurisdiction will manage all contracts with any service contractors or other entities for services performed under the Animal Control Plan and prepare and administer all rules and regulations.

(e) The Operating Jurisdiction shall implement policies adopted by the Committee and issue periodical reports to the Committee on the implementation of the Animal Control Plan.

(f) Maintain a separate fund for the receipt of funds from the Cities and for the payment of expenses for the ACA.

(g) Maintain records on ACA-owned equipment and inventory, including vehicle maintenance and replacement accounting.

(h) Schedule periodic meetings of the ACA.

(i) Retain records related to the ACA pursuant to the State's retention schedule(s) and respond in a lawful manner to all public records requests seeking ACA related records.

3) Compensation. An estimated budget for performing the services of the Operating Jurisdiction shall be calculated on an annual basis. The cost-sharing method outlined in Section 7 of this Agreement shall determine the percentage allocation of the total cost to each of the Participating Jurisdictions. Each year, the annual budget and compensation due to the Operating Jurisdiction by each of the other

Participating Jurisdictions shall be determined by the Committee prior to September 1 of the prior year. Any extraordinary or unanticipated cumulative expenses that may exceed the annual budget, must be approved by unanimous written consent of the Participating Jurisdictions. Each of the Participating Jurisdictions, other than Pasco, shall be responsible for payment of their pro-rata share of the compensation for the Operating Jurisdiction. As the Operating Jurisdiction, Pasco shall bill each of the other Participating Jurisdiction monthly, in conjunction with the billing for the monthly animal control contractor payments, that Participating Jurisdiction's share of the annual compensation.

4. Admission of New Participating Jurisdictions and Subscribers.

A) Process for Adding New Participating Jurisdictions. Upon receipt of a written request by a jurisdiction to join as a Participating Jurisdiction in the ACA, the Committee may, upon unanimous approval, admit the applicant as a Participating Jurisdiction subject to determination of its proportionate share of facilities capital contribution, and of its operating costs which will be included in a written Addendum to this Agreement.

B) Subscriber. Upon receipt of a written request by a jurisdiction or other entity to receive a portion or all of ACA's services for a contract fee, the amount and scope of such services will be included in a written Agreement.

5. Service Contractor. A service contractor shall be selected by the unanimous approval of the Committee to provide animal control services and implement and perform the Animal Control Plan. The services of the service contractor shall be managed by the Operating Jurisdiction pursuant to the terms of an Agreement negotiated between the ACA and the service contractor.

6. Animal Control Plan Basic Services. The Animal Control Plan as developed by the Committee and approved by the legislative body of each Participating Jurisdiction, shall provide a base level of services for each of the Participating Jurisdictions:

- A) Shelter and holding of stray and owner surrender animals.
- B) Enforcement of animal control ordinances of Participating Jurisdictions.
- C) Cooperation with police departments and licensing programs of Participating Jurisdictions.

D) Animal Control Authority sponsored or provided programs to provide for or further adoption of stray or owner surrender animals and control the size of such animal populations

E) Regulation and apprehension of vicious or dangerous animals.

F) Removal of dead animals from the public right-of-way.

G) Apprehension of stray animals.

H) Impounding and boarding of apprehended animals.

I) Euthanasia of unclaimed animals.

J) Disposal of animal remains.

K) Owner notification of found animals and identi-code retrievals.

The level of the above-enumerated Animal Control Services together with the method and manner of the delivery of such services shall be delineated in the Animal Control Plan. The Participating Jurisdictions may modify the scope of the base level of services by mutual agreement.

Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan, from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

7. **Cost Sharing Assessment and Reimbursement.** The Operating Jurisdiction shall submit an annual budget on or before August 15 of each year, of expenses for Animal Control Services for approval by the Committee. Subscriber fees shall be included in the proposed budget. Each Participating Jurisdiction shall maintain by ordinance or regulation its own rates and charges for compliance with their respective animal codes and fines and forfeitures for its enforcement within its territorial jurisdiction. All revenues derived therefrom shall be solely the revenues of that Participating Jurisdiction. The specific fund necessary for the implementation of this Agreement shall be maintained at the Operating Jurisdiction and shall be designated the "Tri-City Animal Control Operating Fund."

A) **Capital Improvement Cost Sharing.** Costs for capital improvements approved by the Participating Jurisdictions, shall be shared

equally among the Participating Jurisdictions. The Operating Jurisdiction shall bill the Participating Jurisdictions on behalf of the ACA.

B) Operating Cost Sharing. The cost of animal control authority operations including physical facility, maintenance and operating costs, administrative costs, management costs, and program costs, shall be shared among the ACA facility Participating Jurisdictions and subscribers to animal control authority services. Operating costs shall be classified as either base costs or usage costs according to the cost classification system established and periodically amended by the Committee in Exhibit A to this Agreement. The annual operating cost sharing formula established in subsection D) below of this section shall be used by the Operating Jurisdiction to bill the Participating Jurisdictions and subscribers monthly.

C) ACA Budget. The Committee shall adopt a budget annually. Incident to budget approval shall be the ability to reclassify the distribution of costs as identified in Exhibit A. The budget shall encompass all ACA facility, program and administrative costs. The budget and annual cost sharing formula to be applied to the budget, shall be submitted as approved by the Committee, to Participating Jurisdictions and subscribers by September 15 of each year.

D) Annual Operating Cost Sharing Formula. The costs included in Exhibit A to this Agreement will be shared initially among the Participating Jurisdictions of the ACA facility based on a two-part formula. The first part of the formula covers base costs and the second part covers usage costs. Initially, the base cost and usage cost share for each Participating Jurisdiction will be added together to establish the total cost share for each Participating Jurisdiction.

1) Base costs will be shared equally among the Participating Jurisdictions. The initial three (3) Participating Jurisdictions would share base costs on a one-third basis.

2) Usage costs will be shared proportionately among the Participating Jurisdictions based on the intake of animals. Animal intake shall be determined on the basis of a five-year average of annual data (January 1 to December 31) and shall include all types and breeds of animals. A rolling five years of annual data available at the time that the Committee submits its budget and collected and reported by the ACA shall be used for this purpose.

3) Additional contract services as provided for in Section 6 of this Agreement, shall be included in the budget and will be paid in full by the contracting jurisdiction.

4) Beginning January 1, 2017 the ACA shall collect and report monthly data on calls for service from each jurisdiction receiving services from the ACA. Calls for service will be defined and data shall be reported in a manner and format approved by the Committee.

5) Beginning with the 2023 annual ACA budget, the Committee shall modify the usage cost sharing portion of the formula to be applied in 2023 by averaging five running years of annual data for calls for service and animal intake for each Participating Jurisdiction. Equal weight will be given in the formula to intake and calls for service. The base cost sharing formula shall remain the same. The application of the base and usage cost formula and its calculation shall be submitted with each budget.

E) Change in Cost Sharing Formula Due to Addition or Deletion of Participating Jurisdictions or Subscribers. The cost sharing formula will be modified when Participating Jurisdiction or subscribers to ACA services are added or deleted from ACA agreements. Participating Jurisdictions would continue to share facility operating costs and base costs in equal shares determined by dividing total facility operating and base costs by the number of Participating Jurisdictions.

Usage costs would continue to be shared based on the proportional usage of all Participating Jurisdictions and subscribers. Until 2023 the usage cost formula based on animal intake in subsection D)5) above would apply, in 2023 and thereafter the cost sharing formula based on a combination of animal intake and calls for service in subsection D)2) above would apply. Additional Participating Jurisdictions or subscriber's usage cost share would be determined according to annual data available at the time, which may initially be an estimate, followed by one year of data building over five years to a five-year average.

8. Integration, Modification and Severability. The Participating Jurisdictions agree that except for (a) the Personal Services Agreement with the service contractor; (b) annual budgets as submitted by the Committee including any reassignment of the allocation of costs as provided in Exhibit A; and (c) the *Interlocal Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility*, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. This Agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Participating Jurisdictions. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not

affect any other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application., and such provisions shall be deemed modified to secure such invalidity. To this end, the terms and conditions of this Agreement are declared severable.

9. **Operating Jurisdictional Insurance Requirements.** The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such party might have hereunder.

A) **Minimum Insurance Requirements.** The Operating Jurisdiction shall obtain insurance of the types described below:

1) Automobile Liability insurance covering all Participating Jurisdiction, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01. Non-operating jurisdictions shall be named as an insured under the Operating Jurisdiction's Commercial General Liability insurance policy with respect for the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B) **Minimum Amounts of Insurance.** The Operating Jurisdiction shall maintain the following insurance limits:

1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C) **Other Insurance Provisions.** The insurance policies are to

contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1) The Operating Jurisdiction insurance coverage shall be primary insurance in respect to the non-operating jurisdictions. Any insurance, self-insurance, or insurance pool coverage maintained by the non-operating jurisdictions shall be excess of the Operating Jurisdictions insurance.

2) The Operating Jurisdictions insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D) Acceptability of Insurers. Insurance is to be placed with insurers with a current (at time of placement) A.M. best rating of not less than A: VII.

E) Verification of Coverage. The Operating Jurisdiction shall furnish the Participating Jurisdictions with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operating Jurisdiction before commencement of the work.

F) Participation in a Governmental Self-Insured Risk Pool, Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 9 of this Agreement.

10. Operating Jurisdiction Indemnification/Hold Harmless. The Operating Jurisdiction shall defend, indemnify, and hold the other Participating jurisdictions, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the non-operating jurisdictions.

11. Service Contractors Insurance Requirements. Any service contractors providing all or a portion of Animal Control Services under the Animal Control Plan shall procure and maintain commercial general liability (CGL) insurance naming the Participating Jurisdictions as additional insured's with coverage limits no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury and property damage applicable to all activities performed under the terms of this Agreement and/or the Animal Control Plan.

12. Service Contractors Indemnification/Hold Harmless. Any service contractors providing all or a portion of Animal Control Services under the Animal

Control Plan shall defend, indemnify, and hold harmless the Participating Jurisdictions, their officers, officials, employees, and volunteers from and an all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement and all other Agreements governing the Animal Control Plan, except for injuries and damages caused by the sole negligence of any of the Participating Jurisdictions.

13. Term of Agreement and Termination. This Agreement shall become effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility, and shall expire on December 31, 2027. This Agreement will automatically renew in five year increments unless any Participating Jurisdiction gives written notice of its intent to withdraw from this Agreement, at least twenty-four (24) months prior to the date of withdrawal. Upon notice of withdrawal by any of the Participating Jurisdictions, the remaining Participating Jurisdictions may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal of a Participating Jurisdiction in any calendar year other than as provided above, shall not entitle the withdrawing Participating Jurisdiction to a reduction or refund with respect to the funds budgeted for or otherwise committed for the remaining term up to the effective date of the withdrawal.

14. Facilities Maintenance and Operation. Upon acceptance and occupancy of the Animal Control Authority Facility, the terms of this Agreement shall govern the use, maintenance and operation of the facility. The Facility shall immediately be made available for use by the ACA and all third-party contractors for services to the ACA. Rental of any portions of the Facility not occupied by ACA, or its third-party contractor, may be available for sublet and on such terms as approved by the Committee with the rental proceeds being applied against the cost of maintenance of the facility.

15. Disposition of Property. In the event of termination of the ACA; failure of any party to adopt an Animal Control Plan as provided in this Agreement; or in the event a party gives notice of intent to withdraw, the remaining parties may elect to continue participation in this Agreement, or to terminate this Agreement. On such event, the Parties shall determine a fair market value of the facility by an MAI qualified appraiser selected by a majority vote of the Committee. Such selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed with withdrawal of a party or termination of the ACA. The remaining parties may continue by purchase of the withdrawing party or parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a first right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third-party offer, and

closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the parties with each party bearing an equal portion of the costs to maintain the property pending disposition.

16. Inspection of Records. The records and documents with respect to all matters covered by this Interlocal Cooperative Agreement shall be subject to inspection, review or audit by any Participating Jurisdiction during any term of this Agreement and for three (3) years after its termination.

17. Filing. As provided by RCW 39.34.040, prior to its entry in force, this Agreement shall be filed with the respective City Clerk, the County Auditors for Benton and Franklin Counties, or alternatively posted on the Participating Jurisdiction's website or other electronically retrievable public source.

18. Amendments. This Agreement may only be amended by written agreement of all the undersigned Participating Jurisdiction.

19. General Provisions.

A) For the purpose of this Agreement, time is of the essence.

B) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

C) Interlocal Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee, for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

D) No Waiver. Any waiver by any party hereto with regard to any of its rights hereunder, shall be in writing and shall not constitute nor act as a waiver for any future rights in which such party may have hereunder.

20. Notices. Written notice shall be directed to the parties as follows:

City of Pasco
Attn: Dave Zabell, City Manager
PO Box 293
Pasco, WA 99301

City of Kennewick
Attn: Marie Mosley, City Manager
PO Box 6108
Kennewick, WA 99336

City of Richland
Attn: Cindy Reents, City Manager
PO Box 190
Richland, WA 99352

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the parties, have executed this Agreement on the year and date set forth above.

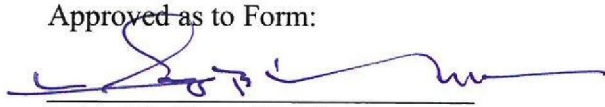
CITY OF PASCO, WASHINGTON



Matt Watkins, Mayor

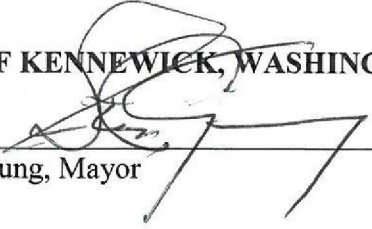
Attest:


Debbie Clark, City Clerk

Approved as to Form:


Leland B. Kerr, City Attorney

CITY OF KENNEWICK, WASHINGTON



Steve Young, Mayor

Attest:




Terri L. Wright, City Clerk

Approved as to Form:



Lisa Beaton, City Attorney

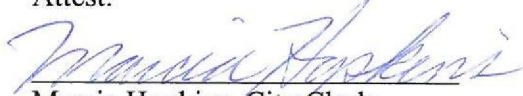
CITY OF RICHLAND, WASHINGTON



Robert Thompson, Mayor

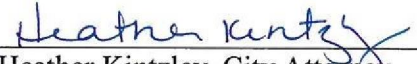


Attest:



Marcia Hopkins, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

STATE OF WASHINGTON)
: ss.
County of Franklin)

On this day personally appeared before me Matt Watkins, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 2016.



Sandy L Kenworthy
NOTARY PUBLIC in and for the State of Washington
Residing at: Pasco
My Commission Expires: 8/7/19

STATE OF WASHINGTON)
: ss.
County of Benton)

On this day personally appeared before me Steve Young, Mayor of the City of Kennewick, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of December, 2016.

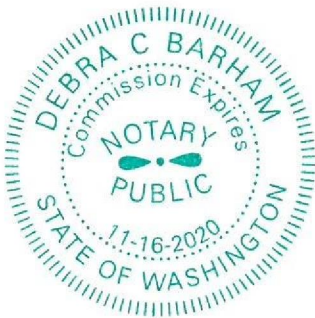


Jacquelyn L. Aman
NOTARY PUBLIC in and for the State of Washington
Residing at: Kennewick
My Commission Expires: 8/1/17

STATE OF WASHINGTON)
: ss.
County of Benton)

On this day personally appeared before me Robert Thompson, Mayor of the City of Richland, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of December, 2016.



Debra C Barham
NOTARY PUBLIC in and for the State of Washington
Residing at: Benton County
My Commission Expires: 11/16/20

ACA Operating Agreement			
Exhibit A			
(Note: Contracts for additional services beyond basic services are paid for by the contracting party and included in the budget as such)			
	Distribution Method		
Administrative and Operating Cost Allocation	Base	Usage	
Operating Jurisdiction Compensation			
Administrative Oversight	X		
Contract Administration and Records	X		
Accounting/Billing	X		
Staffing Salary and Benefits			
Administration			
Shelter Director	X		
Administrative Assistant	X		
Animal Control Enforcement Staffing	First 3 FTE	All other FTE	
Animal Intake and Customer Service Staffing	X		
Animal Care and Kennel Care Staffing		X	
Operating Costs			
Staff - Uniforms, communication, training	First 3 FTE	All other FTE	
Animals - Food, medication, hygiene supplies, medical supplies, handling supplies		X	
Office - office supplies, computers, business license	X		
Facility Cleaning		X	
Vehicles -- gas, oil, minor repair	First three	All other	
Programs -- traps, advertising, software		X	
Insurance -- Vehicle, Liability and Facility	X		
Professional Services			
Veterinarian		X	
Legal		X	
Answering Service		X	
Cremation Services		X	
Vehicle Repair and Maintenance		X	
Other		X	
Facility Costs			
Utilities, Internet and Garbage	X		
Building and Systems Repair and Maintenance	X		
Grounds Repair and Maintenance	X		

Revenue			
Facility operations revenue	X		
Investment interest	X		
Subscriber fees	X		
Assets			
Cash Balance	X		
Reserves for replacement	X		
Facility	X		
Real Property	X		
Furnishings including modular animal housing	X		
Vehicles	X		
Equipment	X		

ACA Operating Agreement Exhibit B

Example of annual cost sharing for three owner jurisdictions:

1. Base Costs are divided equally.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 39.4%

Pasco – 44.7%

Richland – 15.9%

	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (39.4% X \$600,000 = \$236,400).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$236,400 in usage costs then total cost would be \$336,400. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owners in 2022

1. Base costs would continue to be divided based on each owner paying one third.
2. Usage Costs are divided proportionately based on TWO FACTORS an average of the last five full years of animal intake data and an average of the last full five years of calls for service.

Example of usage cost formula and its calculation

Kennewick – 38.0% (Intake 39.4 plus Calls 36.8 divided by 2 = 38%)

Pasco – 43.3% (Intake 44.7 plus Calls 41.8 divided by 2 = 43.3%)

Richland – 18.7% (Intake 15.9 plus Calls 21.4 divided by 2 = 18.7%)

INTAKE	2017	2018	2019	2020	2021	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

CALLS	2017	2018	2019	2020	2021	5 Year Average	Proportion
Kennewick	1505	1620	1548	1591	1661	1585	36.8%
Pasco	1755	1642	1806	1856	1938	1800	41.8%
Richland	877	752	959	985.7	1029	921	21.4%
Total Calls	4144	4029	4300	4420	4615	4302	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (38% X \$600,000 = \$228,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example if base cost was \$100,000 plus \$228,000 in usage costs then total cost would be \$328,000. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owner jurisdictions and two subscribers

1. Base Costs are divided equally among owners.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately among participants based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 34%

Pasco – 38.5%

Richland – 13.8%

Subscriber A – 3.1%

Subscriber B – 10.6%

INTAKE	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	13.8%
Kennewick	1686	1566	1452	1007	967	1335.6	34.0%
Pasco	1728	1711	1683	1351	1093	1513.2	38.5%
Subscriber A	100	125	130	120	135	122	3.1%
Subscriber B	450	425	390	400	410	415	10.6%
Total Intake	4673	4414	4269	3327	2946	3925.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (34% X \$600,000 = \$204,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$204,000 in usage costs then total cost would be \$336,400.

Each participant would pay only their usage cost share. For example, base cost would be zero plus 10.6% of \$600,000 = \$63,600.

It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

**Operating Jurisdiction Agreement
Animal Control Authority**

This Agreement is entered into to be effective the 1st day of January, 2007 between the City of Kennewick, the City of Pasco and the City of Richland, all municipal corporations of the State of Washington and collectively referred to as the Animal Control Authority, hereafter "ACA" and the City of Pasco, a municipal corporation of the State of Washington, referred to as "Pasco".

WHEREAS, pursuant to the Interlocal Cooperative Agreement for Animal Control as amended, one of the member cities is required to serve as the Operating Jurisdiction; and

WHEREAS, Pasco agrees to serve as the Operating Jurisdiction under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

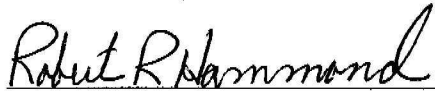
1. Appointment. Pasco shall serve as the Operating Jurisdiction for the ACA pursuant to Section II, Administration, of the Interlocal Cooperative Agreement for Animal Control.
2. Scope of Services. Pasco shall perform the following services as operating jurisdiction:
 - a. Maintain a separate fund for the receipt of funds from the ACA cities and for the payment of expenses for the ACA.
 - b. Provide administrative oversight to the ACA's contractor for animal control and sheltering services.
 - c. Maintain records on ACA owned equipment and inventory, including vehicle maintenance and replacement accounting.
 - d. Schedule meetings of the ACA, as needed, including agenda and minute preparation.
 - e. Provide legal counsel services to the ACA through its appointed City Attorney.
3. Compensation. Compensation for performing the services of the Operating Jurisdiction, excluding legal services (2 e.), shall be paid to Pasco on an annual basis as outlined in Exhibit "A" for the 2007 budget year, pro-rated to reflect a start date of 4/1/07. Compensation for each subsequent year shall be determined by the parties prior to November 1st of each year, but in no event shall the total of Operating Jurisdiction compensation exceed four (4) percent of the animal control and sheltering services contract cost for the respective operating year.

Each of the ACA cities shall be responsible for payment of an equal share of the compensation for the Operating Jurisdiction. As the Operating Jurisdiction, Pasco shall bill each of the other ACA cities monthly, in conjunction with the billing for the monthly animal control contractor payments, 1/36 of the annual compensation as listed in Exhibit "A".
4. Legal Expenses. Legal services expense shall be shared equally between ACA member cities. Legal services, except for counsel regarding day-to-day administrative and operational issues, must be pre-approved by the ACA. Pasco shall provide the ACA cities with quarterly reports and invoices for such expenses.

5. Term. This Agreement shall be effective for a term commencing on January 1, 2007 and expiring on December 31, 2012. Provided however, this agreement shall be automatically renewed annually thereafter unless any of the Cities gives notice of its intent to terminate its participation in the Interlocal Agreement or if either party provides notice of its intent to terminate this agreement. Such notice shall be written and provided at least twelve months prior to the designated date of withdrawal or termination.

ANIMAL CONTROL AUTHORITY

CITY OF KENNEWICK



Robert R. Hammond, City Manager

Attest:



Valerie J. Loffler, City Clerk

Approved as to form:



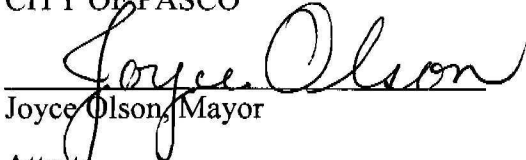
John S. Ziobro, City Attorney

CITY OF PASCO



Gary Crutchfield, City Manager

CITY OF PASCO



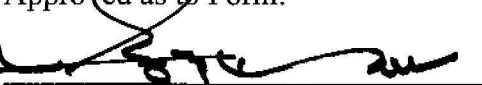
Joyce Olson, Mayor

Attest:



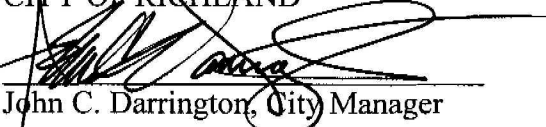
Debra L. Clark, City Clerk

Approved as to Form:



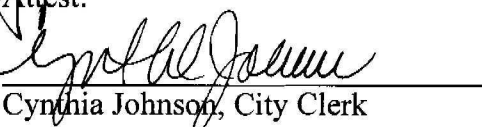
Leland B. Kerr, Attorney

CITY OF RICHLAND



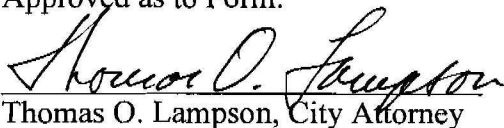
John C. Darrington, City Manager

Attest:



Cynthia Johnson, City Clerk

Approved as to Form:



Thomas O. Lampson, City Attorney

Exhibit "A"
Operating Jurisdiction Compensation
(2007)

	<u>Compensation</u> <u>Hrs/Yr</u>	<u>(Rate)</u>	<u>Cost</u>
Administrative Oversight	96	(70)	\$6,720
Contract Administration, Record Keeping	208	(35)	\$7,280
Accounting/Billing			<u>\$2,000</u>
Total Annual Compensation			\$16,000

AGENDA REPORT

FOR: City Council September 5, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: Resolution - I-182 & Broadmoor Boulevard Interchange Project Change
Order No. 7 (5 minutes)

I. REFERENCE(S):

Resolution
Exhibit A - Change Order No. 7
Power Point Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Awarded Construction Contract Amount = \$6,691,534.74
Change Order No. 1 – No. 6 = \$533,703.68
Change Order No. 7 = \$91,428.00
New Contract Total = \$7,316,666.42

IV. HISTORY AND FACTS BRIEF:

The existing freeway interchange (I/C) at Broadmoor Blvd. (Rd. 100) and I-182 serves as the areas primary access point for a large segment of the City's population in the westerly portion of the City of Pasco (City). As development has occurred over the past decade, demands on the existing I/C have increased proportionately. The cumulative effects of increased commercial development to the south of the interstate; office and commercial uses along Sandifur Blvd.; residential development east of Broadmoor/Rd. 100; and development of Burns Rd. between Rd. 68 and Broadmoor Blvd. have all served to fully utilize the existing I/C.

Several improvements to the I/C were identified in collaboration with Washington State Department of Transportation (WSDOT), Federal Highway

Administration (FHA), the City, and local development community and on June 30 ,2023, Council adopted Resolution 4363 which awarded the construction contract to Nelson Construction Corp., for the I-182 & Broadmoor Blvd. Interchange. The contract's I/C improvements include the construction of an additional eastbound deceleration lane on I-182, a new looped off ramp for northbound Broadmoor Blvd traffic, and a roundabout to replace the existing signal at the eastbound on/off ramps and Broadmoor Blvd intersection.

Since the project's initiation several change orders have been identified, reviewed, and approved under the authority delegated to the Public Works Director, City Manager, and City of Pasco Council. Previously approved Change Orders (CO) No. 1 – No. 4 were approved under the authority of the Public Works Director and City Manager. CO No. 5, approved by Council on April 17, 2024, included the addition of steel reinforcement to Cement Concrete Pavement, which was missed on the contract documents. CO No. 6, approved by Council on July 08, 2024, added multiple items required to meet WSDOT standards.

V. DISCUSSION:

CO No. 7 includes changes due to unforeseen site conditions, items missed from the contract, and additional items place on the contract by WSDOT.

The cost of CO No. 7 in the amount of \$91,428.00 exceeds the Public Works Director delegated approval authority. Items in the change order include additional surveying for the I-182 eastbound off-ramp, changes to grate inlets to meet the Americans with Disabilities Act (ADA) requirement, weed and pest control of the site, third party damages, detectable warning surfaces for ADA compliant curb ramps, testing of storm water sewer pipe, and additional grading for the installation of luminaire poles.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO.
7 WITH NELSON CONSTRUCTION CORP. FOR THE I-182 & BROADMOOR
BLVD. INTERCHANGE.**

WHEREAS, the City of Pasco (City), and Nelson Construction Corp. entered into a Construction Contract on June 30, 2023, for construction of the I-182 & Broadmoor Blvd. Interchange Project; and

WHEREAS, I-182 & Broadmoor Blvd. Interchange Project addressed the need for a deceleration lane on Eastbound I-182 offramp, a new loop ramp connecting to Northbound Broadmoor Boulevard, a roundabout at the Eastbound Terminal of Broadmoor Boulevard, active transportation improvements, and other work; and

WHEREAS, previously approved Change Orders No. 1 – No. 4 was under the authority provided to the Public Works Director; and

WHEREAS, Change Order No. 5 and No. 6 were both approved by City Council and executed on April 17, 2024, and July 8, 2024, respectively; and

WHEREAS, Change Order No. 7 addresses multiple changes to the contract that were either the result of unforeseen site conditions, modifications identified during construction, or additional requirements placed on the contract by the Washington State Department of Transportation (WSDOT); and

WHEREAS, the \$91,428.00 amount of Change Order No. 7 added to the cumulative sum of the previously approved Change Orders, exceeds the City Manager's authority, and thus determined to obtain Council Approval; and

WHEREAS, the City Council of the City of Pasco, Washington, has after due consideration, determined that it is in the best interest of the City to enter into Change Order No. 7 with Nelson Construction Corp.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON:

That the City Council of the City of Pasco approves the terms and conditions of Change Order No. 7 between the City of Pasco and Nelson Construction Corp. as attached hereto and incorporated in **Exhibit A**.

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Change Order No. 7 on behalf of the City of Pasco.

Be It Further Resolved, that this Resolution shall take effect immediately.

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 2024.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 7**

Project No: 21-292 **Project Title:** I-182 and Broadmoor Boulevard Interchange

Contractor: Nelson Construction Corp.

Description of Change: Items not included in the original contract, or modifications identified during construction.

Detail as Appropriate: This C. O. adds the following items. Payment method for each new item will be as listed. For details of each item see page two of this document. The following items are required for the project's success and by WSDOT.

Item	Description and Payment Method	Cost Totals	
107	Additional Surveying/partnering, lump sum	\$	1,600.00
108	Bridge inlet grate type change out 4 each, Lump Sum	\$	5,000.00
109	Project Weed and Pest Control, Force Account	\$	5,000.00
110	Third Party Damage, Force Account	\$	50,000.00
111	Detectable Warning Surface, 124 SF @\$37.00/SF	\$	4,588.00
112	Structural Excavation Class B Include Haul & shoring, Lump Sum	\$	13,160.00
113	Testing Storm Sewer Pipe, Lump Sum	\$	10,580.00
114	Luminaire Pole Grading Costs, Lum Sum	\$	1,500.00

Contract Bid Amount:	\$	6,144,660.00
SALES TAX @ 8.9%:	\$	546,874.74
Total:	\$	6,691,534.74

PREVIOUS CHANGE ORDERS TOTAL		CURRENT CHANGE ORDER	
Subtotal including tax	\$ 533,703.68	Subtotal	\$ 91,428.00
		No tax	
Total	\$ 533,703.68	Total	\$ 91,428.00

Total Change Orders To Date **\$ 625,131.68**

New Contract Amount **\$ 7,316,666.42**

IS CONTRACT TIME AFFECTED BY THIS CHANGE ORDER

YES

NO

Contract Time Prior to this Change Order.....	360
Modification to Contract Time by this Change Order.....	0
Revised Total Contract Time.....	360

It is mutually agreed by both parties that this Change Order fully describes the change(s) that is (are) being made and that the compensation for this Change Order is full and complete and is the only compensation due or owing for this Change Order. Further, it is mutually agreed that this document will supplement the present Contract Documents and that the provisions of the previously executed Contract Documents shall apply to this Change Order.

AGREED TO AND ACCEPTED:

APPROVED:

CONTRACTOR _____ Date _____

PROJECT MANAGER _____ Date _____

APPROVED:

APPROVED:

CONSTRUCTION MANAGER _____ Date _____

DEPUTY PW DIRECTOR-ENGINEERING _____ Date _____

APPROVED:

APPROVED:

- 107 Additional surveying for deceleration ramp east bound/partnering, lump sum
In Change order #6 the cost of surveying for the correction of the grades and concrete widths on the EB off ramp deceleration taper was not included in the lump sum amount. This lump sum amount was negotiated as a partnering opportunity.
- 108 Bridge inlet grate type change out 4 each, Lump sum
Grate tops on inlets located at the four corners of the overcrossing bridge are not ADA compliant. This change order replaces existing welded covers with dual vaned Grates and frames. All work will be in accordance with the contract documents. A lump sum payment will be made for the installation of 4 vaned grates and frames.
- 109 Project weed and pest control, Force Account
Wsdot requires weeding and pest control be accomplished prior to seeding and mulching of areas to be seeded. This item accommodates that requirement. All work will be in accordance with the contract documents.
- 110 Third Party Damage, Force Account
WSDOT specifications require an item to pay for damage caused by third parties. This item accommodates that requirement. Information for this item is contained in the contract documents.
- 111 Detectable Warning Surface, Square Foot
WSDOT specifications pays for Detectable Warning Surface (DWS) separately when placed in a sidewalk that is not part of an ADA ramp. There are multiple locations on the project with this situation. This item accommodates that requirement. All work for this item will be in accordance with the contract documents..
- 112 Contract Plans Set Resolutions, Lump Sum
WSDOT Specifications required an item to pay for excavating and shoring for the placement of storm sewer pipe. This Lump Sum amount is to compensate the contractor for the Structure excavation and for shoring of the storm sewers trenches. All work is to be in accordance with the contract documents. A lump sum payment will be made for all storm sewer system excavation and shoring of trenches associated with CB1 - CB6 and the culvert in the original bid contract documents.
- 113 Testing Storm Sewer Pipe, Lump Sum
WSDOT Specifications require storm sewer pipe be tested. This item accommodates that requirement. All work will be in accordance with the 2023 WSDOT standard specifications, considered part of this contract. Payment will be a lump sum amount for up to 1060 LF of storm sewer pipe. A lump sum payment will be made for the testing of all storm sewer pipes installed on the project.
- 114 Luminaire Pole Grading Costs, Lump Sum
The plans were ambiguous as to the need for the embankment around the luminaire poles. WSDOT required this embankment to create a safe break away base. Material was paid through existing items however added labor and equipment was required to place this material after the initial embankment was built. This item compensates the contractor for that added cost.



City of
Pasco

Change Order No. 7 Approval – Multiple Misc. Contract Changes



I-182 & Broadmoor Blvd. Interchange Overview

- **Approximately 80% complete as of August 2024.**
- **Project is currently scheduled for completion December 2024.**
- **Summary of Project Construction Costs**
 - **Construction Contract Award w/Nelson Construction, Corp. (June 2023) = \$6,691,534.74**
 - **Change Order No. 1 – No.6 (Previously Approved) = \$533,703.68**
 - **Change Order No. 7 (Council Approval) = \$91,428.00**
 - **New Total (All Changes) = \$7,316,666.42**

MS0

I-182 & Broadmoor Blvd. Interchange Project



Proposed Change Order No. 7

- The following contract changes are needed to address unforeseen site conditions, items missed from the original contract, and additional requirements placed by Washington State Department of Transportation (WSDOT).
 - 1. Additional Surveying
 - 2. Bridge Inlet Grates
 - 3. Weed and Pest Control
 - 4. Third Party Damages
 - 5. Detectable Warning Surface
 - 6. Structural Excavation
 - 7. Storm Sewer Testing
 - 8. Luminaire Pole Grading



City of
Pasco

Questions?

AGENDA REPORT

FOR: City Council August 16, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Maria Serra, Director
Public Works

SUBJECT: Resolution - Change Order No. 5 for Pasco Water Reuse Facility Phase
2 Construction Contract with Tapani, Inc. (5 minutes)

I. REFERENCE(S):

Resolution
Exhibit A – Change Order No. 5
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Engineer's Construction Estimate	\$45,488,837.00
Awarded Construction Contract Amount	\$31,588,246.92
Previously Approved Change Orders No. 1-4	\$728,022.52
Proposed Change Order No. 5	\$171,616.26
New Contract Total	\$32,487,885.70

The proposed change order can be accommodated within the project budget. The project is funded through a State Revolving Fund (SRF) low interest loan awarded by Washington State Department of Ecology under agreement WQC-2024-Pasco-00091, which was authorized through adoption of Resolution No. 4425 on March 4, 2024. Total contract changes including proposed Change Order No. 5 represent approximately 2.85% of the original awarded construction contract amount.

IV. HISTORY AND FACTS BRIEF:

The construction project for the project was awarded to Tapani, Inc. on September 11, 2023. The project is currently 79% complete, with an

anticipated construction completion in March 2025.

Since construction began four (4) Change Orders (CO) have been approved as follows:

Previously approved CO No. 1 provided for the construction and installation of twenty-one (21) artificial owl burrows to comply with federal funding and environmental mitigation requirements. CO No. 1 was fully executed on March 13, 2024, under the authority delegated to the Public Works Director.

Council approved Resolution No. 4433 on March 18, 2024, authorized the City Manager to execute CO No. 2 with Tapani, Inc. on behalf of the City. CO No. 2 addressed construction material substitutions and structural modifications needed for fully functional installation of approved system components as well as maintaining compliance with federal funding and regulatory requirements.

Council approved Resolution No. 4441 on April 15, 2024, authorized the City Manager to execute CO No. 3 with Tapani, Inc. on behalf of the City. CO No. 3 addressed new piping and existing facility infrastructure modifications needed to maintain fully functioning process water customer connections and tie-ins.

Previously approved CO No. 4 mainly addressed installation of below-grade polyethylene encasement for the new lagoon concrete outlet structures. The encasement provides an effective barrier for electrical isolation between the structures and native soils when performing the lagoon liner electronic leak detection testing every five (5) years in accordance with regulatory requirements. CO No. 4 was fully executed on May 2, 2024, under the authority delegated to the Public Works Director and City Manager.

V. DISCUSSION:

Change Proposal Requests (CPRs) were identified, reviewed, and packaged for approval into proposed CO No. 5 and are outlined as follows:

1. Additional scope for abandoning the 16" overflow piping and appurtenances within the interior of the existing 123 million gallon (MG) lagoon is needed for a complete and functioning installation of the connections between new and existing winter storage lagoons. The design demolition plan only indicated abandonment of overflow pipes along the 123 MG lagoon perimeter.
2. Structural modifications to each new winter storage lagoon are needed to install reinforced concrete apron slabs at each lagoon inlet pipe location (11 total). Construction of the inlet pipe apron slabs and associated liner anchoring systems mitigates soil erosion in these locations where larger diameter pipes are installed within the sloped

earthen embankment walls.

3. Additional supply of twenty (20) gate remotes compatible with the new automated slide gate access system. The design specifications included manual access keypads without other means of gate access.
4. Existing water level controls and instrumentation in the Irrigation Pump Station (IPS) flow splitter box needs to be relocated to the wet well side of the structure, which was identified through the Request for Information (RFI) process.

These itemized changes will constitute a fifth change order to the project in the amount of \$171,616.26 with an increase of 10 working days added to the original contract time.

Staff recommends approval of CO No. 5 in the amount of \$171,616.26 for the PWRP - Phase 2 Winter Storage Pond project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5 WITH TAPANI, INC. FOR THE PROCESS WATER REUSE FACILITY PHASE 2 WINTER STORAGE IMPROVEMENTS PROJECT.

WHEREAS, the City of Pasco (City) and Tapani, Inc. entered into a Construction Contract on September 11, 2023, for construction of the Process Water Reuse Facility (PWRF) Phase 2 Winter Storage Pond Improvements; and

WHEREAS, previously approved Change Order No. 1 was under the authority provided to the Public Works Director; and

WHEREAS, previously approved Change Order No. 2 was under the authority provided to the City Manager via Council adoption of Resolution No. 4433 on March 18, 2024; and

WHEREAS, previously approved Change Order No. 3 was under the authority provided to the City Manager via Council adoption of Resolution No. 4441 on April 15, 2024; and

WHEREAS, previously approved Change Order No. 4 was under the authority provided to the City Manager and Public Works Director; and

WHEREAS, proposed Change Order No. 5 is issued to address piping and structural modifications required to extend operational service life of the new winter storage lagoon system in addition to minor electrical modifications to support proper function of site access gates and process water level measurement telemetry devices; and

WHEREAS, the \$171,616.26 amount of Change Order No. 5 added to the cumulative sum of previously approved Change Orders, exceeds the City Manager's authority, and thus determined to obtain Council approval; and

WHEREAS, the City Council of the City of Pasco, Washington, has after due consideration, determined that it is in the best interest of the City of Pasco to enter into Change Order No. 5 with Tapani, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON:

That the City Council of the City of Pasco approves the terms and conditions of Change Order No. 5 between the City of Pasco and Tapani, Inc. as attached hereto and incorporated herein as **Exhibit A**.

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Change Order No. 5 on behalf of the City of Pasco.

Be It Further Resolved, that this Resolution shall take effect immediately.

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 2024.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys



Exhibit A

Change Order (CO) No. 05



Owner: City of Pasco
 Project: PWRP Phase 2: Winter Storage
 Project No: 21298
 Engineer: RH2 Engineering, Inc.
 Contractor: Tapani, Inc.

You are directed to make the following changes in the contract documents.

Description:

The following changes have been negotiated and are ready for City review and approval.

Document(s) Support Changes:

CPR 16 - Overflow Pipe Abandonment	\$30,392.15
CPR 17.1 - Inlet Pipe Concrete Apron	\$124,048.01
CPR 18 - Automated Gate Remotes	\$1,840.00
CPR 19 - ISB Radar Level Transducer and Float Switch	\$2,476.79

Subtotal	\$158,756.95
Sales Tax (8.1%) \$	12,859.31
Total \$	171,616.26

Date of Issuance: 7/1/2024

Original Contract Price:
\$ 31,588,246.92

Original Contract Time:
375 Working Days

Previously Approved Change Order(s):
 Change Order No. 1 \$ 31,528.58
 Change Order No. 2 \$ 250,834.55
 Change Order No. 3 \$ 264,488.90
 Change Order No. 4 \$ 181,170.49

Net Change Approved from Previous Change Orders:
35

Total Price of Previous Change Orders:
\$ 728,022.51

Contract Time including Previous Change Orders:
410 Working Days

Total Price of Change Order(s) Approved this Form:
\$ 171,616.26

Net Increase (Decrease) of This Change Order:
10

Contract Price with all Approved Change Orders:
\$ 32,487,885.69

Contract Time with all Approved Change Orders:
420 Working Days

RECOMMENDED:

By *Steph Smith* 8/5/2024
Engineer

APPROVED:

By *Brandon Kanner* 8-5-24
Contractor

APPROVED:

By _____
City Public Works Director

By *John D. Wooten* 7/30/2024
WA State Dept. of Ecology Technical Reviewer

By *Brittany Wharfels* 7/30/24
City Project Manager

By *Gregory Dill* 8/2/2024
WA State Dept. of Ecology Project Manager

By *Kurt Miller* 7-30-24
City Construction Manager

By signing this form, the City and the Contractor agree to release all claims to additional work or credit or delays, occurring prior to the Date of Issuance, which have not been identified in this Change Order form.

By _____
City CIP Manager

By _____
City Manager

CITY OF PASCO PWRF PHASE 2: WINTER STORAGE	CHANGE PROPOSAL REQUEST	<table><tr><td>C-CIV/LNDRCP</td><td>X</td><td>M-MECH/PLUMB/FP</td><td></td></tr><tr><td>A-ARCH</td><td></td><td>E-ELEC/INSTR</td><td></td></tr><tr><td>S-STRUC</td><td></td><td>MISC.</td><td></td></tr></table>	C-CIV/LNDRCP	X	M-MECH/PLUMB/FP		A-ARCH		E-ELEC/INSTR		S-STRUC		MISC.		CPR- 16
C-CIV/LNDRCP	X	M-MECH/PLUMB/FP													
A-ARCH		E-ELEC/INSTR													
S-STRUC		MISC.													

CONTRACT TITLE:	PWRF PHASE 2: WINTER STORAGE
PRIME CONTRACTOR:	Tapani, Inc.
DATE RESPONSE REQUIRED:	5/6/2024
SUBCONTRACTOR/SUPPLIER:	
CONTRACT DOCUMENTS AFFECTED BY THIS CPR:	
Specification Sections(s) :	N/A
Drawing Number(s) & Detail:	C003, C204

CHANGE REQUESTED:
Please provide a price for removing the 16" HDPE overflow pipes, concrete pad, and anchoring systems at the northwest corner of the existing 123 MG lagoon. The work needs to include all compaction efforts to restore the embankment to existing conditions, as well as replacing the affected area with 60 mil HDPE liner. Price shall include all labor, materials, and equipment necessary for a full installation.

Name: Kyle Smith, PE	Date: 4/22/2024
CONTRACTOR'S RECOMMENDATION:	

CHANGE TO CONTRACT PRICE: \$30,392.15	CHANGE TO CONTRACT DAYS: 0
Contractors Name / Signature: Brandon Farmer <i>Brandon Farmer</i>	Date: 05/13/2024

RH2 RESPONSE:
Pricing has been reviewed by RH2 and determined to be fair and reasonable.

Respondent's Name: Kyle Smith, PE
CITY OF PASCO Endorsement:

Proceed With Change?	Rep Name: Brittany Whitfield						
<table><tr><td>No</td><td></td></tr><tr><td>Yes</td><td>X</td></tr></table>	No		Yes	X	<table><tr><td>Signature: Brittany Whitfield <small>Digitally signed by Brittany Whitfield DN: cn=Brittany Whitfield, o=City of Pasco, ou=City of Pasco, email=Brittany.Whitfield@cityofpasco.org, c=US</small></td></tr><tr><td>Date: 5/28/2024</td></tr></table>	Signature: Brittany Whitfield <small>Digitally signed by Brittany Whitfield DN: cn=Brittany Whitfield, o=City of Pasco, ou=City of Pasco, email=Brittany.Whitfield@cityofpasco.org, c=US</small>	Date: 5/28/2024
No							
Yes	X						
Signature: Brittany Whitfield <small>Digitally signed by Brittany Whitfield DN: cn=Brittany Whitfield, o=City of Pasco, ou=City of Pasco, email=Brittany.Whitfield@cityofpasco.org, c=US</small>							
Date: 5/28/2024							

Force Account/ Change Order Worksheet

Date: 5/13/2024
Project Name: PWRP Phase 2
Contract #
Job # 242001
C.O. # CPR 16



TAPANI INC.
 Corporate Office
 PO Box 1900
 Battle Ground, WA 98604
 360.687.1148

Description: **Overflow Pipe Abandonment**
 See CPR #16 for additional information.

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
Foreman		20	\$ 77.60		\$ 116.41	HRS	\$ 1,552.09
Backhoe (45,000 Gw & Under)		10	\$ 75.74		\$ 113.61	HRS	\$ 757.41
Other Trucks - Haul Trucks and Water Trucks		10	\$ 74.55		\$ 111.82	HRS	\$ 745.45
General Laborer		20	\$ 66.68		\$ 100.01	HRS	\$ 1,333.51
Labor Sub Total							\$ 4,388.46
Labor Overhead & Profit 15%							\$ 658.27
Sick Leave 0%							\$ -
Labor Total							\$ 5,046.73

EQUIPMENT

Equipment #	Equipment Description	Units	Rate		Unit	Total
5030196	Crew Truck	10	\$ 49.75		HRS	\$ 497.50
1120083	Caterpillar 320E LRR Excavator	10	\$ 147.25		HRS	\$ 1,472.50
2950046	Caterpillar 725 Haul Truck (Water)	10	\$ 184.65		HRS	\$ 1,846.50
Equipment Sub Total						\$ 3,816.50
Equipment Overhead & Profit 15%						\$ 572.48
Equipment Total						\$ 4,388.98

MATERIAL

Material Description	Unit Rate		Quantity	Unit	Total
CDF	\$ 142.00		40	CY	\$ 5,680.00
Pipe Parts to CDF Fill Pipe	\$ 1,000.00		1	LSU	\$ 1,000.00
					\$ -
					\$ -
					\$ -
Material Sub Total					\$ 6,680.00
Material Overhead & Profit 15%					\$ 1,002.00
Material Total					\$ 7,682.00

SUBCONTRACTORS

Subcontractor Description	Unit Rate		Quantity	Unit	Total
NWL Technical Services	\$ 235.00		20	MH	\$ 4,700.00
NWL Mobilization	\$ 2,150.00		1	EA	\$ 2,150.00
NWL Submittal and Contract Review	\$ 300.00		1	LS	\$ 300.00
60 Mil HDPE Smooth Liner	\$ 0.56		800	SF	\$ 448.00
HDPE Welding Rod	\$ 115.00		1	EA	\$ 115.00
Freight of Materials	\$ 1,000.00		1	LS	\$ 1,000.00
					\$ -
Sub Contractors Sub Total					\$ 8,713.00
Subcontractor Overhead & Profit 15%					\$ 1,306.95
Subcontractor Total					\$ 10,019.95

OTHER

Description	Unit Rate		Quantity	Unit	Total
Pump to CDF Pipe	\$ 2,500.00		1	LSU	\$ 2,500.00
Trucking for Concrete Disposal	\$ 165.00		2	HRS	\$ 330.00
					\$ -
					\$ -
Other Sub Total					\$ 2,830.00
Other Overhead & Profit 15%					\$ 424.50
Other Total					\$ 3,254.50

Stipulations

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

Accepted by: _____

Date: _____

Sub Total \$ 30,392.15
 General Liability Insurance 0.0000%
 Bond 0.0%

Total Amount \$ 30,392.15

This Change increases the time to complete the project by: _____ Day(s)



Northwest Linings and Geotextile Products, Inc.
Kent, Washington
O:(253) 872-0244 • F:(253) 872-0245
www.northwestlinings.com

Date: 4/25/2024

Attention: Estimating Department
Reference: PWRF CO - Repair Liner at Pipe Abandonment at Existing 123MG Winter Storage Lagoon
Subject: Supply Technician(s), Necessary Materials, and Equipment

Northwest Linings & Geotextile Products, Inc. can supply the following technical assistance and materials as required on a T&M basis:

Technical Services

Two (2) qualified technicians at the following rate:



\$ 235 per manhour
8 manhour minimum required

NWL estimates approx 16 manhours to complete this scope

Mobilization for two (2) qualified technicians and related equipment to site:

\$ 2,150 per each
If NWL not onsite during repairs

Submittals/Contract Review

\$ 300 lump sum

Areas to receive liner need to be smooth, dry with all pipes/structures in place with perimeter anchoring ready.

Contractor to supply men to assist NWL tech with liner deployment as needed.

If QA/QC documentation is needed tech rates will apply for QA/QC tech to complete paper work and the submittal fee will be assessed.

Equipment-Included at the above daily rate will be the following:

- | | |
|----------------------|---|
| 1. Welders and cords | 4. Insurance |
| 2. Generator | 5. Misc. hand tools & quality control equipment |
| 3. Hotel | 6. Per Diem |

Materials-Owner or Contractor to determine quantities needed for order prior to shipping:

• 60-mil smooth HDPE liner	TBD sf	\$ 0.56 sf
• HDPE welding rod	1 ea	\$ 115.00 ea
• Pipe boot kit, if required	1 ea	\$ 150.00 ea
• Freight of materials to site		Actual cost + 10%

Special Clarifications Concerning Technicians & Rates:

Technician rate includes wages, per diem, hotel costs, welding tools, and expenses for one day. Rate does not include site specific training beyond 30 mins and at not cost to NWL.

Site specific training (including confined space training, if required) shall be provided to NWL technicians, if required, at no addition cost (daily rate shall be applied). This proposal includes Level D PPE only, gas sensors of any kind are not included in this proposal and will be an additional cost.

The technician rate is not pro-rated. Northwest Linings will not charge for overtime unless the technician is required onsite for up to 60 minutes past an 8 hr day (keep in mind time is computed portal to portal). Hours beyond an 8 hour day will have charges of 1.5x the above hourly rate per technician added to the invoice.

Northwest Linings technicians will be responsible for determining if the site conditions-including weather, moisture and temperature-will allow for proper conditions to complete the assigned task. If the NWL technicians determine that the prevailing conditions are not conducive to completing the work, then they, with the consultation of Northwest Linings office personnel, will determine whether standby time or a return to Kent and applicable charges will apply.

Name of Contractor:

Initial:

Date:

Phone Number:

Email:

STANDARD NWL CLARIFICATIONS & CONDITIONS

Contractor or Owner to provide the following Site Support and related items

Unless otherwise noted in the bid assumes all of the following will apply:

Cleaning and access to areas to be repaired if applicable.

Technicians Rate Estimates: Technicians work at different speeds and work rate is often controlled by the environment and weather related issues. Therefore, the

Site Support Items: Portable toilet, drinking water, parking, staging areas, and telephone (if no cell phone reception).

Safety & Health: Site specific training and health monitoring safety training.

Weather Related Issues: Estimates of man hours required are for work being performed in a dry environment, with temperatures exceeding 50 degrees F. Work under any other conditions, may result in hours of work in excess of three times the estimated number of hours due to the moisture and temperature sensitivity of welding plastic materials.

Sand, Dry Soil, or Pea Gravel for Sand Bags: TBD cubic yard(s) (bags will be provided by NWL and filled and deployed by your onsite laborers).

Waste Disposal: Liner, geotextile, GCL, and geocomposite scraps, roll cores, pallets, wrapping materials, and associated garbage will be placed by Northwest Linings' personnel at an on-site location or in pre-located garbage bins within 300' of the liner installation. Labor to load these materials into a truck or bin, haul them off, or other associated tasks will be the responsibility of the owner or general contractor along with all related costs.

Subgrade Preparation: It is the owner or general contractor's responsibility to provide a smooth and dry subgrade, free of sharp or angular stones, compacted to 90%, and no sharp elevation changes (e.g. cat tracks, ruts from rainfall, etc.). Preparation of the subgrade may require raking, picking up of rocks, compacting, rolling, construction of temporary access road(s), or vegetation removal. This may occur prior to or during deployment of liner or related items such as GCLs, geocomposites, geotextiles, etc. All of the labor, equipment, and related costs of any of these activities will be the responsibility of the owner or general contractor.

Water Removal: Water removal from the subgrade or lined pond area will be the responsibility of the owner or general contractor.

Materials Unloading and Storage: Provide equipment and operator to unload Northwest Linings' geomembrane and other geosynthetic materials from trucks, TBD estimated equipment hour(s). Provide secure and adequate on-site storage for the materials. Dunnage under the Geosynthetic product and tarps over the product may need to be provided depending upon material manufacturer's, Northwest Linings', owner's, and/or engineer's requirements.

Materials Deployment: Provide equipment & operator to help Northwest Linings' crew deploy geomembrane and other geosynthetic materials, TBD estimated equipment days. Equipment shall be a four-wheel drive extend-a-boom forklift or front-end loader with a minimum capacity of 8,000 lbs and capable of accessing the area to be lined through temporary access road or other means.

Construction Items that Penetrate the Liner or to which the Liner is Attached: Owner or general contractor is responsible for completing the installation of all piping, concrete pads, walls, weirs, manholes, plastic embedment, or any other items that the geomembrane will be attached to prior to Northwest Linings mobilizing to the site. Concrete surfaces must be smooth and free of rock pockets and other defects. Form marks and irregularities must be removed or filled in with cement to provide a continuous contact surface. These may or may not be supplied and/or included in Northwest Linings' bid. If supplied-only, they will be itemized and priced in the body of this quotation.

Ballast/Weight to Secure Liner After Installation: Geomembrane liners that are not designed to be left exposed/empty require filling or ballasting shortly after the installation is complete 10-15 days max and kept under ballast at all times during the life of the liner. If the geomembrane liner is left exposed through temperature cycles (day/night, seasonal) for more than 10 days tension/stress/shifting will occur and bridging, stress at structures/pipes, differential wrinkles and tension at seams will cause damage. This will damage the liner at pipe penetration, banding seals, corner areas, seams and any location the liner is fixed to structures that do not move. These are design issues and facility operation issues that Northwest Linings is not responsible for.

Dust Control: Dust can get into the field seams as well as the extrusion-welding bead. Therefore, it is the owner or general contractor's responsibility to maintain a dust-free work environment and minimize the dust in the area where Northwest Lining crews are performing seaming operations in order to provide the best conditions for high-strength field seams.

Anchor Trench: Owner or general contractor is responsible for excavating all perimeter or interior liner anchor trenches prior to Northwest Linings arrival on site. Owner or general contractor must backfill these anchor trenches in a timely manner as directed by Northwest Linings personnel.

STANDARD CONDITIONS TO INCLUDE

Field Seams: Field seams are very sensitive to a variety of outside weather conditions. Since Northwest Linings is responsible for the quality of the field seams, we reserve the right to stop field seaming operation if we decide conditions are marginal.

Old-to-New Field Seams: The welding of old-to-new materials is difficult due to the aging of the old material by dirt or chemical products. This old-to-new seam often will not have consistent tensile or peel strength and/or will not meet specified values. Northwest Linings will not be responsible for obtaining full tensile or peel specified values on old-to-new seams. **These seams will not be under warranty.**

Permits: Owner or general contractor must supply all required permits for the work.

TAXES: Northwest Linings works across the western United States and abroad and is therefore subject to numerous state and local taxes. Therefore, Northwest Linings does not include any of these taxes in our bids. It is up to the Contractor or owner to add taxes to our bid if applicable to this project.

INSURANCE: Northwest Linings standard insurance limits are as follows:

General Liability

Automobile Liability

Each Occurrence	\$5,000,000	Combined Single Limit (each accident)	\$1,000,000
Personal & Adv Injury	\$5,000,000	Excess Liability	\$3,000,000
General Aggregate	\$10,000,000		
Products – Comp/Op Agg	\$5,000,000		

TERMS OF SALE:

Net 30 days—**No Exceptions.** Interest will be charged at 1% per month on unpaid balances over 30 days.

*All material, equipment and freight charges are estimates only.

**Any local rental equipment rented will be at cost plus 10%. This includes items rented to replace one of our pieces of equipment that has broken down.

A MINIMUM \$35.00 INVOICING FEE WILL BE ADDED TO ALL INVOICES

We Propose hereby to furnish technicians, equipment, and materials as listed above and on the attached pages at the applicable rates that apply to that technician, equipment, and/or materials.

State and local taxes and bonding not included.

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above listed items or those items on the attached rate sheets or accompanying letter of engagement involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

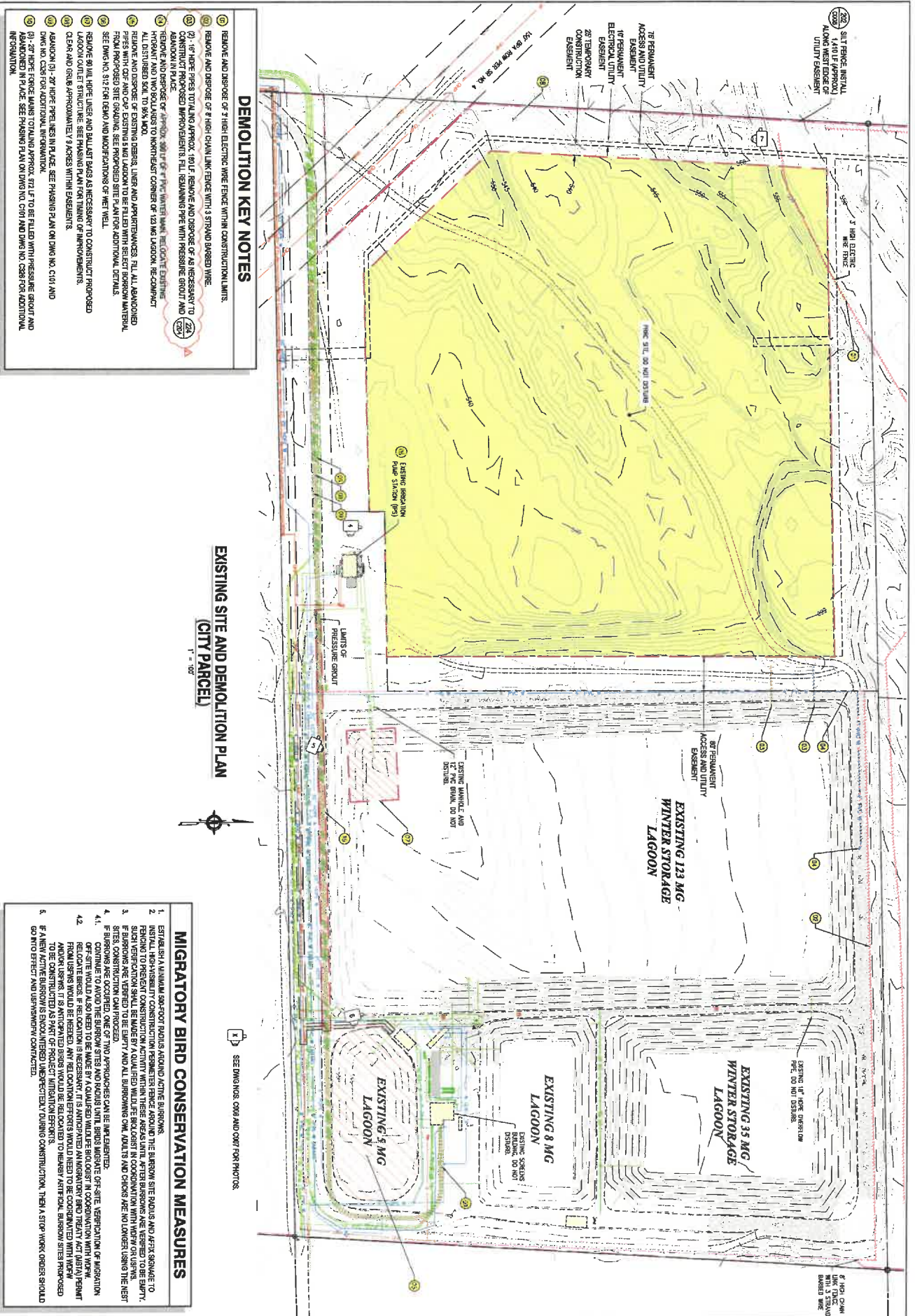
Authorized
Signature: _____

Scott Newton - President

Note: This proposal may be withdrawn by NWL if not accepted within 30 days

Acceptance of Proposal - The above prices, for technicians, equipment, materials and conditions as outlined in the engagement letter and this proposal and rate sheet are satisfactory and are hereby accepted. You are authorized to do the work as directed. Payment will be made on a net 30-day basis as outlined. This proposal will act as the full contract for the scope of work, pricing, terms and conditions and will be signed by the customer; no other document will be used.

Signature: _____
Name: _____
Company: _____
Date: _____



- DEMOLITION KEY NOTES**
- 1. REMOVE AND DISPOSE OF 3" HIGH ELECTRIC WIRE FENCE WITHIN CONSTRUCTION LIMITS.
 - 2. REMOVE AND DISPOSE OF 8" HIGH CHAIN LINK FENCE WITH 3 STRAND BARBED WIRE.
 - 3. 18" HOPE PIPES TOTALING APPROX. 180 LF. REMOVE AND DISPOSE OF AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS. FILL REMAINING PIPE WITH PRESSURE GROUT AND (C20) CONCRETE.
 - 4. REMOVE AND DISPOSE OF APPROX. 500 LF OF 4" PIPES (WATER MAIN, REG. GATE, EXISTING PROPERTY) AND TWO BOLLARDS TO NORTHEAST CORNER OF 123 MG LAGOON. BE COMPACT ALL DISTURBED SOIL TO 8% MOQ.
 - 5. REMOVE AND DISPOSE OF EXISTING DEBRIS, LINES AND APPURTENANCES. FILL ALL ABANDONED PIPES WITH C&P FILL AND C&P EXISTING 8 MG LAGOON TO BE FILLED WITH SELECT BORROW MATERIAL.
 - 6. REMOVE AND DISPOSE OF EXISTING 8 MG LAGOON. SEE PHASING PLAN FOR TIMING OF IMPROVEMENTS.
 - 7. SEE DWG NO. 012 FOR GRAD AND MODIFICATIONS OF THE WELL.
 - 8. REMOVE 8 MG LAGOON. SEE PHASING PLAN FOR TIMING OF IMPROVEMENTS.
 - 9. CLEAR AND GRAB APPROXIMATELY 9 ACRES WITHIN EASEMENTS.
 - 10. ABANDON 01-27 HOPE PIPES IN PLACE. SEE PHASING PLAN ON DWG NO. C101 AND DWG NO. C202 FOR ADDITIONAL INFORMATION.
 - 11. 27" HOPE FORCE MAINS TOTALING APPROX. 872 LF TO BE FILLED WITH PRESSURE GROUT AND ABANDONED IN PLACE. SEE PHASING PLAN ON DWG NO. C101 AND DWG NO. C202 FOR ADDITIONAL INFORMATION.

- MIGRATORY BIRD CONSERVATION MEASURES**
1. ESTABLISH A MINIMUM 500 FOOT BUIR IS AROUND ACTIVE BURROWS.
 2. INSTALL HIGH-VISIBILITY CONSTRUCTION PERIMETER FENCE AROUND THE BURROW SITE. BUIR IS TO REMAIN TO PREVENT CONSTRUCTION ACTIVITY WITHIN THESE AREAS UNTIL AFTER BURROWS ARE VERIFIED TO BE EMPTY.
 3. SUCH VERIFICATION SHALL BE MADE BY A QUALIFIED WILDLIFE BIOLOGIST IN COORDINATION WITH WPAV OR USFWS.
 4. IF BURROWS ARE VERIFIED TO BE EMPTY AND ALL BURROWING OWL ADULTS AND CHICKS ARE NO LONGER USING THE NEST CONTINUE TO AVOID THE BURROW SITES AND BURROW LINT. BUIR'S MARGINS OFF-SITE. VERIFICATION OF MIGRATION OFF-SITE WOULD ALSO NEED TO BE MADE BY A QUALIFIED WILDLIFE BIOLOGIST IN COORDINATION WITH WPAV.
 - 4.1. IF BURROWS ARE OCCUPIED, ONE OF TWO APPROACHES CAN BE IMPLEMENTED:
 - 4.1.1. IF BURROWS ARE OCCUPIED, BUIR'S MARGINS OFF-SITE. VERIFICATION OF MIGRATION OFF-SITE WOULD ALSO NEED TO BE MADE BY A QUALIFIED WILDLIFE BIOLOGIST IN COORDINATION WITH WPAV.
 - 4.1.2. IF BURROWS ARE OCCUPIED, BUIR'S MARGINS OFF-SITE. VERIFICATION OF MIGRATION OFF-SITE WOULD ALSO NEED TO BE MADE BY A QUALIFIED WILDLIFE BIOLOGIST IN COORDINATION WITH WPAV.
 5. IF A NEW ACTIVE BURROW IS ENCOUNTERED UNEXPECTEDLY DURING CONSTRUCTION, THEN A STOP WORK ORDER SHOULD GO INTO EFFECT AND USFWS/WRP CONTACTED.



- | RAIL SCHEDULE | | LINE POST | POST OR RAIL DIA. | POST OR WIRE GAGE |
|---------------------------|-------------|-----------|-------------------|-------------------|
| END, CORNER, & PULL POST | GATE FRAME | 2.575 | 2.875 | |
| | GATE POSTS | 4.5 | | |
| TOP RAIL, AND RAIL BRACES | BOTTOM RAIL | 1.66 | | |
| | BOTTOM WIRE | | 6 | 6 GAGE |



FENCE NOTES

CITY OF PASCO	CHANGE PROPOSAL REQUEST	C-CIV/LNDRCP	X	M-MECH/PLUMB/FP		CPR- 17.2
PWRF PHASE 2: WINTER STORAGE		A-ARCH		E-ELEC/INSTR		
		S-STRUC		MISC.		

CONTRACT TITLE:	PWRF PHASE 2: WINTER STORAGE
PRIME CONTRACTOR:	Tapani, Inc.
DATE RESPONSE REQUIRED:	7/8/2024
SUBCONTRACTOR/SUPPLIER:	
CONTRACT DOCUMENTS AFFECTED BY THIS CPR:	
Specification Sections(s) :	
Drawing Number(s) & Detail:	DWG No. C203, Detail 211

CHANGE REQUESTED:
Please provide a cost for installing reinforced concrete aprons around 12" PVC COW water lift station inlet pipes, 12" HDPE Darigold force main inlet pipes, and 30" HDPE lagoon inlet pipes. See attached drawings for locations and installation details. Cost shall include all labor, material, and equipment necessary for a complete installation.

[7] - 12'L x 8"W x 6"H - 30" HDPE pipes
[4] - 6'L x 6"W x 6"H - 12" HDPE/PVC pipes

Name: Kyle Smith, PE	Date: 7/1/2024
CONTRACTOR'S RECOMMENDATION:	

CHANGE TO CONTRACT PRICE: \$124,048.01	CHANGE TO CONTRACT DAYS: 10
Contractors Name / Signature: Brandon Farmer <i>Brandon Farmer</i>	Date: 07/09/2024
RH2 RESPONSE: Pricing has been reviewed by RH2 and determined to be fair and reasonable.	

Respondent's Name: Tim Cornelius, PE
CITY OF PASCO Endorsement:

Proceed With Change?	Rep Name: Brittany Whitfield
No	Signature: Brittany Whitfield
Yes	Date: 7/15/24

Force Account/ Change Order Worksheet

Date: 7/9/2024
Project Name: PWRP Phase 2
Contract #
Job # 242001
C.O. # CPR 17.2



Description: Inlet Pipe Concrete Aprons

This proposal covers the changes to the project from CPR 17.2 This includes 1.5 hours to prep and 1.5 hours to backfill around each new slab for the crew.

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
Foreman		33	\$ 77.60		\$ 116.41	HRS	\$ 2,560.96
Backhoe (45,000 Gw To 110,000 Gw)		33	\$ 76.09		\$ 114.14	HRS	\$ 2,511.06
Other Trucks - Haul Trucks and Water Trucks		33	\$ 74.55		\$ 111.82	HRS	\$ 2,459.99
General Laborer		33	\$ 66.68		\$ 100.01	HRS	\$ 2,200.29
Labor Sub Total							\$ 9,732.30
Labor Overhead & Profit 15%							\$ 1,459.84
Sick Leave 0%							\$ -
Labor Total							\$ 11,192.14

EQUIPMENT

Equipment #	Equipment Description	Units	Rate			Unit	Total
5040169	Crew Truck	33	\$ 47.37			HRS	\$ 1,563.21
1120082	Caterpillar 321D LCR Excavator	33	\$ 134.00			HRS	\$ 4,422.00
3345037	Caterpillar 745C Haul Truck	33	\$ 218.60			HRS	\$ 7,213.80
Equipment Sub Total							\$ 13,199.01
Equipment Overhead & Profit 15%							\$ 1,979.85
Equipment Total							\$ 15,178.86

MATERIAL

Material Description	Unit Rate			Quantity	Unit	Total
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Material Sub Total						\$ -
Material Overhead & Profit 15%						\$ -
Material Total						\$ -

SUBCONTRACTORS

Subcontractor Description	Unit Rate			Quantity	Unit	Total
NW Liners - 30" Pipe Areas	\$ 2,615.00			7	EA	\$ 18,305.00
NW Liners - 12" Pipe Areas	\$ 1,515.00			4	EA	\$ 6,060.00
						\$ -
						\$ -
Sub Contractors Sub Total						\$ 24,365.00
Subcontractor Overhead & Profit 15%						\$ 3,654.75
Subcontractor Total						\$ 28,019.75

OTHER

Description	Unit Rate			Quantity	Unit	Total
Tapani Structural - (Markup Included in Structural Breakdown)	\$ 61,661.98			1	LS	\$ 61,661.98
Tapani Structural Added Cost from 17.2 - (Markup Included in Structural Breakdown)	\$ 7,995.28			1	LS	\$ 7,995.28
						\$ -
						\$ -
Other Sub Total						\$ 69,657.26
Other Overhead & Profit 0%						\$ -
Other Total						\$ 69,657.26

Stipulations

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

Accepted by: _____	Sub Total	\$	124,048.01
	General Liability Insurance	0.0000%	
	Bond	0.0%	
Date: _____	Total Amount	\$	124,048.01
			This Change increases the time to complete the project by: _____ Day(s)

Force Account/ Change Order Worksheet

Date: 5/22/2024
Project Name: PWRP P2 Winter Storage
Contract # 242001.01
Job # 242001.01
C.O. # 17.1



TAPANI INC.
 Corporate Office
 PO Box 1800
 Battle Ground, WA 98604
 360.687.1148

Description: Inlet Pipe Concrete Apron

Pricing for installing (11 ea.) reinforced concrete apron (2 different sizes) around 12" a PVC inlet pipe, 12" HDPE inlet pipe and 30" HDPE inlet pipes spread out throughout the project site. Pricing includes labor, material, equipment to perform the work. Other to provide "all" embeds called out on Northwest Lining & Geotextile Products drawings.

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
General Carpenter (Foreman)		10	\$ 78.55		\$ 117.83	11	\$ 8,640.97
General Carpenter		10	\$ 77.32		\$ 115.99	11	\$ 8,505.64
Ironworker		6	\$ 91.62		\$ 137.42	11	\$ 6,046.62
Labor Sub Total							\$ 23,193.23
Labor Overhead & Profit 15%							\$ 3,478.98
Sick Leave							\$ -
Labor Total							\$ 26,672.21

EQUIPMENT

Equipment #	Equipment Description	Units	Rate		Unit	Total
5220174	Crew Truck	13	\$ 49.23		11	\$ 7,039.89
Equipment Sub Total						\$ 7,039.89
Equipment Overhead & Profit 15%						\$ 1,055.98
Equipment Total						\$ 8,095.87

MATERIAL

Material Description	Unit Rate	Type	Quantity	Unit	Total
Concrete	\$ 192.00	CY	3	11	\$ 6,336.00
Rebar & Misc Materials	\$ 350.00	EA	1	11	\$ 3,850.00
					\$ -
					\$ -
					\$ -
Material Sub Total					\$ 10,186.00
Material Overhead & Profit 15%					\$ 1,527.90
Material Total					\$ 11,713.90

SUBCONTRACTORS

Subcontractor Description	Unit Rate	Quantity	Unit	Total
Pump Truck	\$ 1,200.00	1	11	\$ 13,200.00
				\$ -
				\$ -
				\$ -
Sub Contractors Sub Total				\$ 13,200.00
Subcontractor Overhead & Profit 15%				\$ 1,980.00
Subcontractor Total				\$ 15,180.00

OTHER

Description	Unit Rate	Quantity	Unit	Total
				\$ -
				\$ -
				\$ -
				\$ -
Other Sub Total				\$ -
Other Overhead & Profit 0%				\$ -
Other Total				\$ -


Stipulations

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

Accepted by: _____	Sub Total	\$ 61,661.98
Date: _____	General Liability Insurance	\$ -
	Bond	\$ -
	Total Amount	\$ 61,661.98

This Change increases the time to complete the project by: _____ Day(s)

Force Account/ Change Order Worksheet

Date:	7/1/2024	 TAPANI INC. Corporate Office PO Box 1800 Battle Ground, WA 98604 360.687.1148
Project Name:	PWRF P2 Winter Storage	
Contract #	242001.01	
Job #	242001.01	
C.O. #	17.2	

Description: Additional 4' Slab for 30" Pipe

Due to the 30" pipe at the slope of pond, it was identified in the field that the concrete pad was not large enough. That an additional 4' would need to be extended down the slope. Making the concrete aprons 8' wide by 12' long now. Pricing below will be for the additional 4' of apron at 7 locations on the project site. Pricing also includes labor for polyethylene and PVC tape to wrap the (2) lower laggon pipe sections only.

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
General Carpenter (Foreman)		1	\$ 78.55		\$ 117.83	7	\$ 549.88
General Carpenter		1	\$ 77.32		\$ 115.99	7	\$ 541.27
Ironworker		2	\$ 91.62		\$ 137.42	7	\$ 1,282.62
General Carpenter	Poly wrapping pipe	4	\$ 78.55		\$ 117.83	1	\$ 314.22
General Carpenter	Poly wrapping pipes	4	\$ 77.32		\$ 115.99	1	\$ 309.30
Labor Sub Total							\$ 2,997.28
Labor Overhead & Profit 15%							\$ 449.59
Sick Leave							\$ -
Labor Total							\$ 3,446.87

EQUIPMENT

Equipment #	Equipment Description	Units	Rate		Unit	Total
5220174	Crew Truck	2	\$ 49.23		7	\$ 689.22
5220174	Crew Truck	4	\$ 49.23		HRS	\$ 196.92
Equipment Sub Total						\$ 886.14
Equipment Overhead & Profit 15%						\$ 132.92
Equipment Total						\$ 1,019.06

MATERIAL

Material Description	Unit Rate	Type	Quantity	Unit	Total
Concrete	\$ 192.00	CY	1	7	\$ 1,344.00
Rebar & Misc Materials	\$ 125.00	EA	1	7	\$ 875.00
Poly wrap materials	\$ 850.00	EA	1	1	\$ 850.00
					\$ -
					\$ -
Material Sub Total					\$ 3,069.00
Material Overhead & Profit 15%					\$ 460.35
Material Total					\$ 3,529.35

SUBCONTRACTORS

Subcontractor Description	Unit Rate	Quantity	Unit	Total
Pump Truck	\$ 1,200.00	0	0	\$ -
				\$ -
				\$ -
				\$ -
Sub Contractors Sub Total				\$ -
Subcontractor Overhead & Profit 15%				\$ -
Subcontractor Total				\$ -

OTHER

Description	Unit Rate	Quantity	Unit	Total
				\$ -
				\$ -
				\$ -
				\$ -
Other Sub Total				\$ -
Other Overhead & Profit 0%				\$ -
Other Total				\$ -

Stipulations

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

Accepted by: _____	Sub Total	\$ 7,995.28
	General Liability Insurance	\$ -
	Bond	\$ -
Date: _____	Total Amount	\$ 7,995.28

This Change increases the time to complete the project by: _____ Day(s)



**NORTHWEST LININGS &
GEOTEXTILE PRODUCTS, Inc.**
21000 77th AVE. SOUTH
KENT, WA 98031
253-872-0244
FAX 253-872-0245

CHANGE ORDER REPORT

Change Order #: TWO

Project: PWRF WINTER STORAGE PROJECT HD60

NWL Project : N24014

General Contractor: TAPANI

Date: 5/30/2024

Work authorized by: TAPANI

Print Name : BRANDON FARMER

I BRANDON FARMER (signature), an authorized representative of TAPANI
authorize the work described as follows to proceed (short description to include time of day, location and names
of personnel - third party engineer or GC rep): _____

ADDITIONAL COST FOR SEVEN 30" PIPE @ \$2,615 / EACH ASSUME 60' LF OF EMBEDMENT PER EACH
(7 TOTAL= \$18,305.)

ADDITIONAL COST FOR FOUR 12" PIPE @ \$1,515 / EACH ASSUME 30' LF OF EMBEDMENT PER EACH
(4 TOTAL= \$6,060.)

A TOTAL OF \$ 24,365.00.

The labor & materials referenced above are outside of the scope of NWL's contract and are considered an added change to the contract. The time required to complete this extra work will extend the days for completion of the work for the original contract.

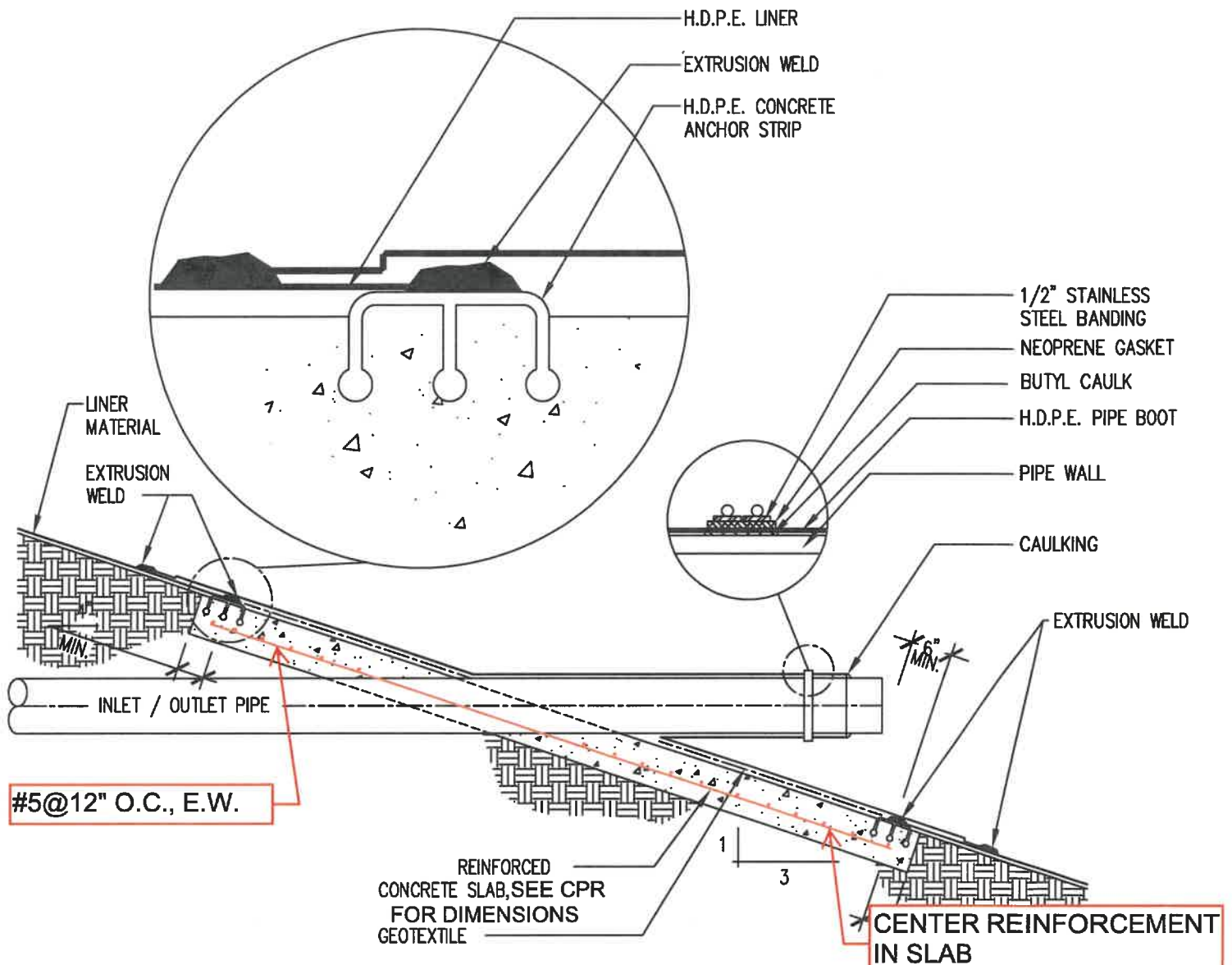
CURRENT CO

CO TOTAL	TWENTY FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS		
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NWL Project Manager LUAI ZUREIKAT G.C. Supervisor _____

Signature Luai Zureikat Signature _____

Date : 5/30/2024 Date _____



NOTES:

ALL CONCRETE SURFACES TO BE STEEL TROWEL FINISHED WITH ROUND AND SMOOTH EDGES

SLOPES STEEPER THAN 3 : 1 SHOULD BE AVOIDED

PIPE BOOT DETAIL

WITH H.D.P.E. EMBEDMENT

NTS

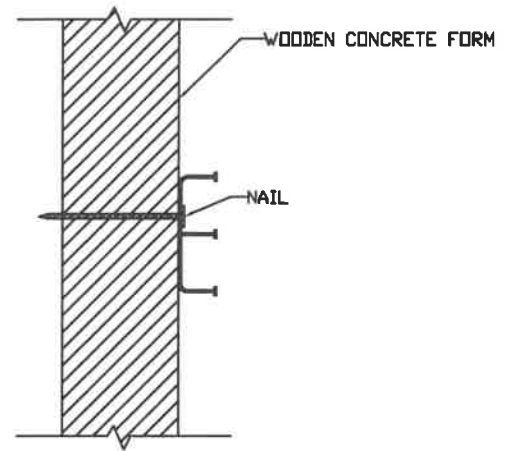
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SHEET NO.	DETAIL		NORTHWEST LININGS & GEOTEXTILE PRODUCTS, Inc.		JOB NAME:				
			www.northwestlinings.com		JOB NO.				
			21000 77TH AVE. SOUTH		DATE:		1 12 04	CHECKED:	
			KENT, WA 98117		BY:			SCALE:	

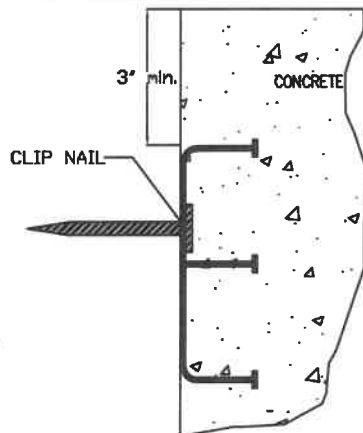
(253) 872-0244 (253) 872-0245 FAX



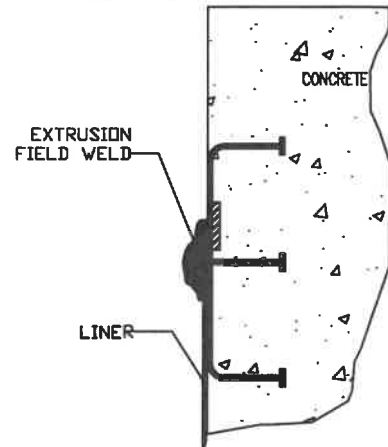
POLYETHYLENE EMBED CHANNEL(PEC)



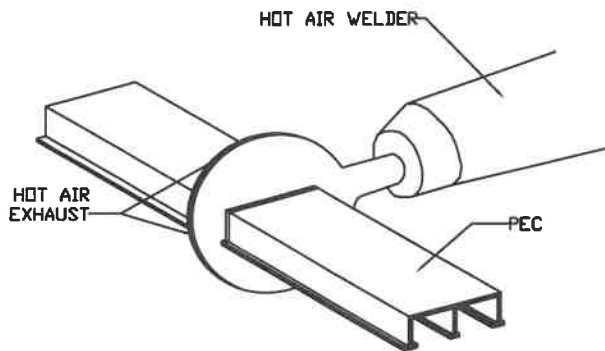
STEP 1. ATTACH PEC TO WOODEN FORM



STEP 2. PEC IN CONCRETE

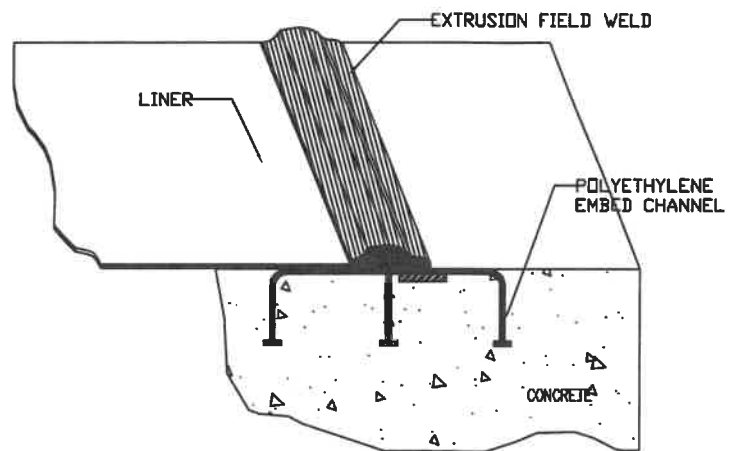


STEP 3. WELD LINER TO PEC



"WELDING MIRROR" IS A PTFE-COATED LEISTER ACCESSORY BUTT WELDING POLYETHYLENE AND POLYPROPYLENE PROFILES.

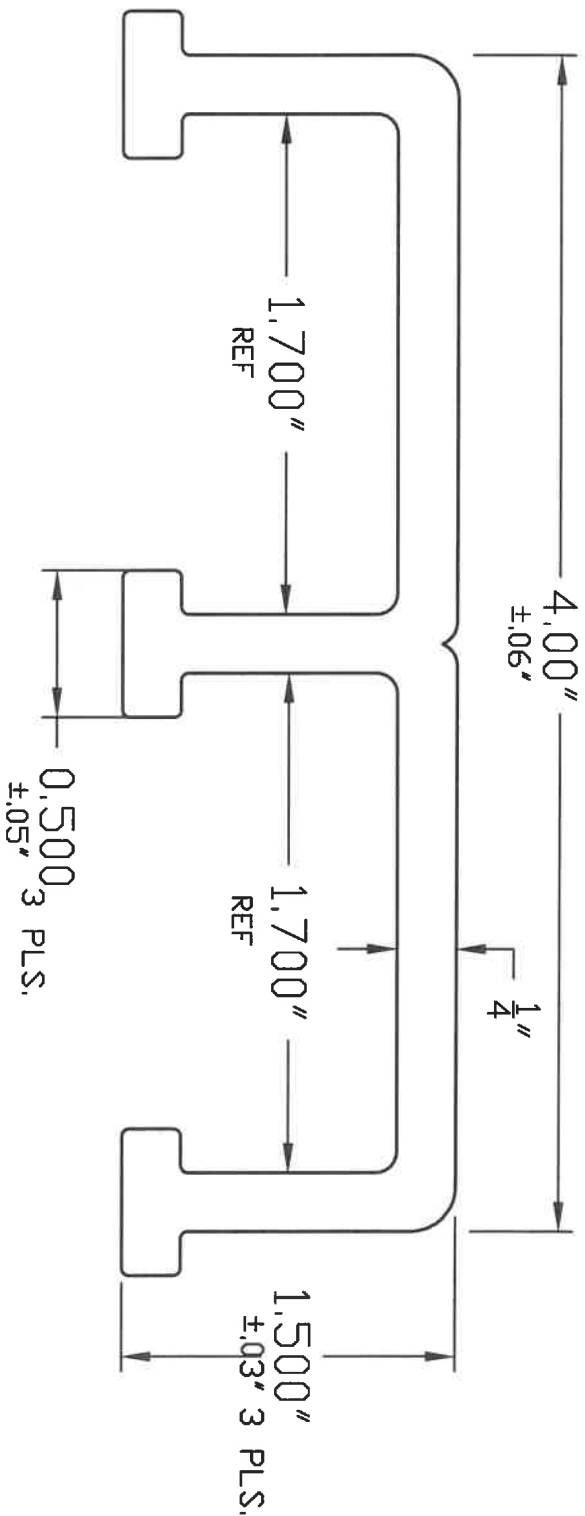
FIGURE 1



POLYETHYLENE EMBED CHANNEL SPECIFICATION

Northwest Linings & Geotextile Products, Inc.(NWL) is not a licensed engineering firm and does not practice engineering or provide engineering services. **NWL does not make any representation or warranties, express or implied, as to any drawings, or the suitability of any of the drawings for a particular use or purpose. Without limiting the foregoing, NWL makes no representation or warranty that the drawings are appropriate for any particular installation.** Only a registered professional engineer who has specialized knowledge of a particular project and the needs and requirements of such project can determine what specific design, engineering or installation detail is best suited for each project.

SHEET NO.	DETAIL 	NORTHWEST LININGS & GEOTEXTILE PRODUCTS, Inc. www.northwestlinings.com 21000 77TH AVE. SOUTH KENT, WA 98128 (253) 872-0244 (253) 872-0245 FAX		JOB NAME:			
				JOB NO.			
				DATE:	1 8 04	CHECKED:	KL
				BY:		SCALE:	



NWL HDPE Permealock Embedment Strip Specifications

Property	Test Method	Units	Minimum
Density	ASTM D 1505	g/cm ³	0.940
Carbon Black Content	ASTM D 4218	percent	2.0
Carbon Black Dispersion	ASTM D 5596	rating	Category 1 or 2
Dimensions			
Length	Nominal value		
Width	10 ft.		
Depth	4.00 in.		
Thickness	1.50 in.		
Nodes	0.25 in.		
Spacing	0.50 in.		
	1.70 in.		

Northwest Linings & Geotextile Products, Inc. (NWL) is not a licensed engineering firm and does not practice engineering or provide engineering services. NWL does not make any representation or warranties, express or implied as to any drawings, or the suitability of any of the drawings for a particular use or purpose. Without limiting the foregoing, NWL makes no representation or warranty that the drawings are appropriate for any particular installation. Only a registered professional engineer who has specialized knowledge of a particular project, and the needs and requirements of such project can determine what specific design, engineering or installation detail is best suited for each project.

SHEET NO.

DETAIL

**NORTHWEST LININGS &
GEOTEXTILE PRODUCTS, Inc.**

www.northwestlinings.com
21000 77TH AVE. SOUTH
KENT, WA. 98032
(253) 872-0244 (253) 872-0245 FAX

JOB NAME:

JOB NO.

DATE: 12 06 05

BY:

CHECKED:

SCALE:

SN

CITY OF PASCO	CHANGE PROPOSAL REQUEST	C-CIV/UNOSCP	X	M-MECH/PLUMB/FP	CPR- 18
PWRF PHASE 2: WINTER STORAGE		A-ARCH		E-ELEC/INSTR	
		S-STRUC		MISC.	

CONTRACT TITLE:	PWRF PHASE 2: WINTER STORAGE
PRIME CONTRACTOR:	Tapani, Inc.
LATE RESPONSE REQUIRED:	6/11/2024
SUBCONTRACTOR/SUPPLIER:	
CONTRACT DOCUMENTS AFFECTED BY THIS CPR:	
Specification Section(s) :	11.40.03 Automated Vehicle Access Gate System
Drawing Number(s) & Detail:	217/C204


CHANGE REQUESTED:
Please provide a cost for supplying 20 access remotes compatible with the submitted automated slide gate access system.

Name: Kyle Smith, PE	Date: 5/28/2024
CONTRACTOR'S RECOMMENDATION:	

CHANGE TO CONTRACT PRICE: \$1,840.00	CHANGE TO CONTRACT DAYS: 0
Contractors Name / Signature: Brandon Farmer <i>Brandon Farmer</i>	Date: 05/28/2024

RH2 RESPONSE:
Pricing has been reviewed by RH2 and determined to be fair and reasonable.

Respondent's Name: Kyle Smith, PE
CITY OF PASCO Endorsement:

Proceed With Change?	Rep Name: Brittany Whitfield
No	Signature: Brittany Whitfield 
Yes X	Date: 6/3/2024



Brandon Farmer <brandonf@tapani.com>

CPR 18

Kane Gardner <kg_fencing@yahoo.com>
Reply-To: Kane Gardner <kg_fencing@yahoo.com>
To: Brandon Farmer <brandonf@tapani.com>

Tue, May 28, 2024 at 2:34 PM

Brandon, \$1,600 for 20 two button transmitters and a liftmaster receiver. We will install and program.

Thank You!!!

Kane Gardner, Owner
KG Fencing, LLC
509.350.0222
kg_fencing@yahoo.com

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LM_Remote_Product_Guide_EN.pdf
2190K

811LMX / 813LMX 892LT / 894LT

Programmable DIP and Learning Remote Controls



Provide convenient access to gated communities, industrial facilities, and commercial sites with the right remote control solution for your application.

PRODUCT GUIDE

Popular Features

Learning Remote Controls

Easy Independent Button Programming allows for each button to be programmed with different frequency and codes.

Eliminate the need for multiple remotes when operating LiftMaster® Garage Door Openers, Gate Operators, Commercial Door Operators or myQ® Accessories.

Cloning capability of existing LiftMaster DIP Switch Remote Controls (61LM and 361LM) or a LiftMaster encrypted DIP Switch remote control (811LM) to any button as well as the 811LMX Programmable DIP in any of the above modes.

Flexible compatibility with direct programming to Security+ 2.0 and Security+ Rolling code technology for security and dependability.

Programmable DIP Remote Controls

Both 811LMX and 813LMX allow up to 4096 unique codes with the 12-position DIP. 813LMX uniquely designed for open/close/stop functionality for commercial door applications.

Compatible with LiftMaster gate operators, commercial door operators and receivers. Can be programmed to the following DIP modes: Security+2.0 Encrypted DIP (default), legacy 315 MHz or legacy 390 MHz.

LiftMaster

POWERED BY myQ.

Specifications

892LT

2-Button Security+ 2.0® Learning Remote Control

894LT

4-Button Security+ 2.0® Learning Remote Control

Compatibility

Code / frequency for direct programming:

- Security+ 2.0® – Default
- Security+® 315 MHz
- Security+ 390 MHz

Code / frequency for cloning 811LMX Programmable DIP (in the below modes):

- 811LM Encrypted DIP Switch
- 361LM DIP Switch 315 MHz
- 61LM DIP Switch 390 MHz

Power

Battery (included): AAA battery

Dimensions

3.2" W x 1.75" H x .07" D

Radio

- Security+ 2.0 (Default)
- Security+ 315 MHz
- Security+ 390 MHz
- Clone Capability: 811LM, 361LM, 61LM, 811LMX

Operating Temperature

-40°F (-40°C) to 149°F (65°C)

Shipping Weights

.16 lbs.

Carton Contents

Remote control, visor clip, instruction manual

Storage / Ship Temperature

-40°F (-40°C) to 185°F (85°C) @ 50% Rh

Warranty

1 Year Limited

811LMX*

- Single Button Programmable DIP Remote Control

813LMX†

- 3-Button OCS (Open/Close/Stop) Programmable DIP Remote Control

Compatibility

Code / frequency for direct programming:

- Encrypted DIP (Default)
- 315 MHz DIP
- 390 MHz DIP

Power

Battery (included): Coin Cell 3V – CR2032 type

Dimensions

3.125" W x 1.75" H

Radio

- Security+ 2.0 Encrypted DIP (Default)
- 315 MHz DIP Switch
- 390 MHz DIP Switch

Operating Temperature

-40°F (-40°C) to 149°F (65°C)

Shipping Weights

.22 lbs.

Carton Contents

Remote control, visor clip, instruction manual

Storage / Ship Temperature

-40°F (-40°C) to 185°F (85°C) @ 50% Rh

Warranty

1 Year

- Replaces 811LM, 361LM, 61LM, 61LMC Remote Controls providing the same functionality
- † Replaces 813LM, 333LM, 33LM Remote Controls providing the same functionality

Visit [LiftMaster.com](https://www.liftmaster.com)

Inquiries

For Sales: 800.282.6225 | For Technical Support: 800.528.2806

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LMACENPGLMXLT 10/21

CITY OF PASCO PWRF PHASE 2: WINTER STORAGE	CHANGE PROPOSAL REQUEST	CIV/INDSCP		M-MECH/PLUMB/FP		CPR- 19
		A-ARCH		E-ELEC/INSTR	X	
		S-STRUC		MISC.		

CONTRACT TITLE: PWRF PHASE 2: WINTER STORAGE

PRIME CONTRACTOR: Tapani, Inc.

DATE RESPONSE REQUIRED: 6/25/2024

SUBCONTRACTOR/SUPPLIER:

CONTRACT DOCUMENTS AFFECTED BY THIS CPR:

Specification Sections(s) :

Drawing Number(s) & Detail: E06

CHANGE REQUESTED:

WG No. E06 shows the radar level transducer and float switch for the IPS splitter box on the east side of the weir. The transducer and float switch need to be on the south wall in the west side of the weir. Please modify the location of these controls and provide any costs associated with this revision per RFI 10. See attached.

Name: Kyle Smith, PE

Date: 6/10/2024

CONTRACTOR'S RECOMMENDATION:

CHANGE TO CONTRACT PRICE: \$2,476.79

CHANGE TO CONTRACT DAYS: None

Contractors Name / Signature: BENJI R TAPANI

Date: 6/11/2024 | 8:04 AM PDT

RH2 RESPONSE:

Pricing has been reviewed by RH2 and determined to be fair and reasonable.

Respondent's Name: Kyle Smith, PE

CITY OF PASCO Endorsement:

Proceed With Change?	Rep Name: Brittany Whitfield
No	Signature: Brittany Whitfield
Yes	Date: 6/24/24



Engineer Initiated Request for information (RFI) No. 10



Owner: **City of Pasco**
 Project: **PWRF Phase 2: Winter Storage**
 Project No: **21298 (City) 21-0236 (RH2)**
 Engineer: **RH2 Engineering, Inc.**
 Contractor: **Tapani, Inc.**

Review Priority: ☐ 1 (five working days) ☒ 2 (ten working days) ☐ 3 (fifteen working days)

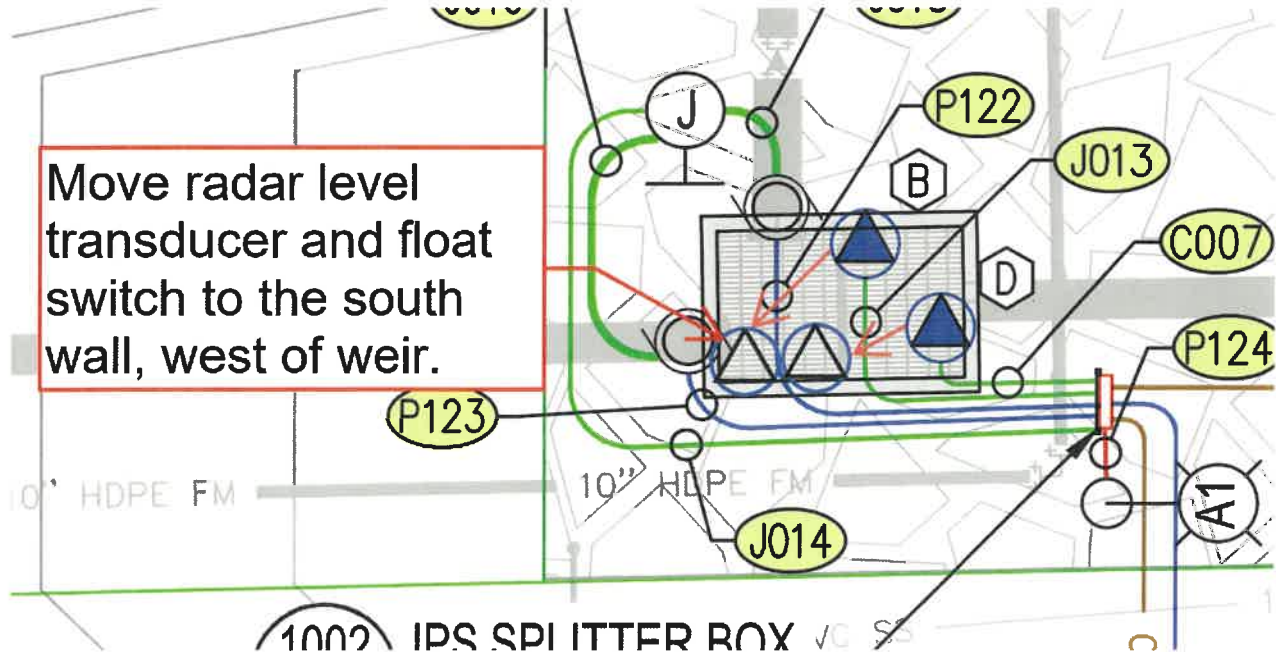
Date of Requested Response (based on review priority): 6/18/2024

Reference Drawing(s): E06 Specification Section(s): N/A

Description of Request:

DWG No. E06 shows the radar level transducer and float switch for the IPS splitter box on the east side of the weir. The transducer and float switch need to be on the south wall on the west side of the weir.

Please modify the location of these controls and provide any costs associated with this revision.



Cost Impact: TO BE PROVIDED

Schedule Impact: TO BE PROVIDED

Comments (If cost or schedule impact, provide reasoning): [Click or tap here to enter text.](#)

Submitted By: T. Cornelius, EIT Company: RH2 Engineering, Inc. Date: 6/4/2024

Contractor's Response:

See the attached cost impact and quote from Silverline for this scope change.

Attachments:

Contractor's Understanding of: Cost Impact: \$2,476.79
text.

Schedule Impact: None

Contractor Name: Tapani, Inc.

Contractor Signature

Date

How Returned to Engineer ☐ Email ☐ Fax ☐ USPS Mail ☒ Sharefile

Date returned to Engineer: Click or tap to enter a date.

Force Account/ Change Order Worksheet

Date: 6/10/2024
 Project Name: PWRP Phase 2
 Contract #
 Job #: 242001
 C.O. #: Owner RFI RFI 10



Description: Owner RFI 10
 See owner RFI 10 for further information

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
Backhoe (45,000 Gw & Under)		4	\$ 75.74		\$ 113.61	HRS	\$ 302.96
General Laborer		4	\$ 66.68		\$ 100.01	HRS	\$ 266.70
Labor Sub Total							\$ 569.66
Labor Overhead & Profit 15%							\$ 85.45
Sick Leave 0%							\$ -
Labor Total							\$ 655.11

EQUIPMENT

Equipment #	Equipment Description	Units	Rate			Unit	Total
1120133	Caterpillar 325F L Excavator	4	\$ 155.13			HRS	\$ 620.52
Equipment Sub Total							\$ 620.52
Equipment Overhead & Profit 15%							\$ 93.08
Equipment Total							\$ 713.60

MATERIAL

Material Description	Unit Rate			Quantity	Unit	Total
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Material Sub Total						\$ -
Material Overhead & Profit 15%						\$ -
Material Total						\$ -

SUBCONTRACTORS

Subcontractor Description	Unit Rate			Quantity	Unit	Total
Silverline	\$ 963.55			1	LS	\$ 963.55
						\$ -
						\$ -
						\$ -
Sub Contractors Sub Total						\$ 963.55
Subcontractor Overhead & Profit 15%						\$ 144.53
Subcontractor Total						\$ 1,108.08

OTHER

Description	Unit Rate			Quantity	Unit	Total
						\$ -
						\$ -
						\$ -
						\$ -
Other Sub Total						\$ -
Other Overhead & Profit 15%						\$ -
Other Total						\$ -

Stipulations

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

Accepted by: _____	General Liability Insurance 0.0000%	Sub Total	\$ 2,476.79
Date: _____	Bond 0.0%		
	Total Amount	\$	2,476.79
This Change increases the time to complete the project by:			Day(s)



Silverline Electric LLC
4121 W Clearwater Ave
Kennewick, WA 99336

Estimate 25141119
Estimate Date 6/6/2024

Billing Address

Tapani Inc.
1904 Southeast 6th Place # PO Box 1900
Battle Ground, WA 98604 USA

Job Address

PWRF - Process Water Reuse Facility
957 East Foster Wells Road
Pasco, WA 99301 USA

Description of work

Move radar level transducer and float switch to the south wall, west of weir. (Reference Engineer Initiated RFI 10)

Service #	Description	Quantity	Your Price	Total
Labor		1.00	\$410.55	\$410.55
120	Material	1.00	\$163.00	\$163.00
120	Manufacturers small order fee on PVC coated rigid	1.00	\$390.00	\$390.00
Sub-Total				\$963.55
Tax				\$0.00
Total Due				\$963.55
Deposit/Downpayment				\$0.00

Thank you for choosing Silverline Electric!

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. In the event of non-payment of any amounts due, the undersigned agrees to pay reasonable interest on all delinquent monies owed and in the event of collection agrees to pay all costs of collection including attorney fees. The Service Provider is not responsible for any cosmetic, equipment or structural damage resulting from the repair or diagnosis of the problem.



City of
Pasco

**Pasco City Council
Workshop Meeting
September 9, 2024**

PWRF Phase 2 Project Update



PWRF Phase 2 Project Update

- **Approximately 79% complete as of August 2024.**
- **Lagoon outlet structures complete with exception of pedestrian bridge and slipmeter installations.**
- **Darigold 106 MG lagoon liner system installation currently complete.**
- **103 MG, 106 MG, and 120 MG lagoon liner installations and leak testing completion by October 2024.**



City of
Pasco

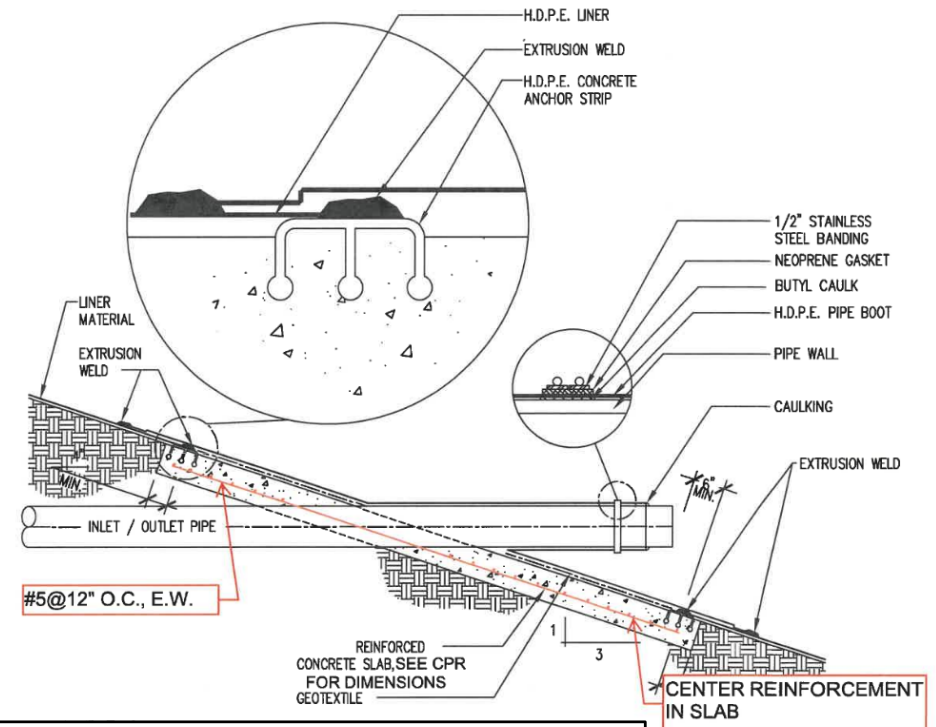
PWRF Phase 2 Construction Costs

Contract	Cost
Construction Contract w/Tapani	\$31,588,247
Change Order No. 1 (PW Director)	\$31,529
Change Order No. 2 (Res. No. 4433)	\$250,835
Change Order No. 3 (Res. No. 4441)	\$264,489
Change Order No. 4 (City Manager)	\$181,171
Change Order No. 5 (Proposed)*	\$171,616
Total Project Cost	\$32,487,886

*No impact to total project budget and fully funded through Ecology Construction Loan

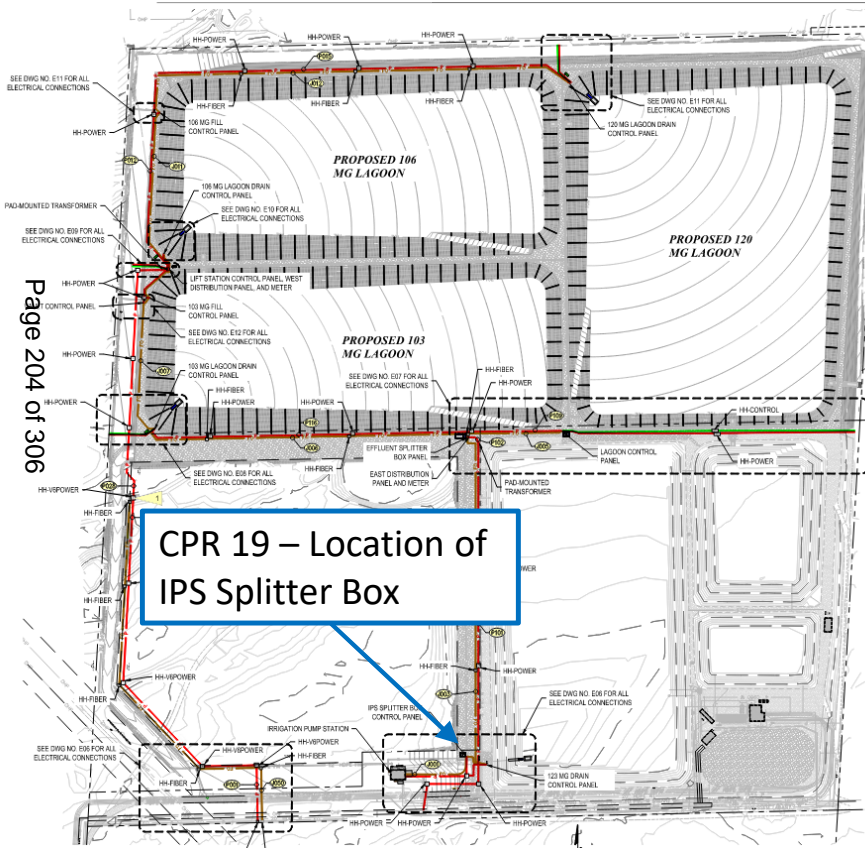
Proposed Change Order No. 5

- CPR 16 - Additional scope for abandoning overflow piping within the existing 123 MG lagoon (Add of \$30.4k).
- CPR 17 - Installation of 11 reinforced concrete aprons around new lagoon inlet pipes to mitigate slope erosion (Add of \$124k).



CPR 17 – Inlet Pipe Apron Slab Installation

Proposed Change Order No. 5



- CPR 18 - Purchase of 20 gate remotes to supplement operation of access gate keypads included in design. (Add of \$1.8k).
- CPR 19 - Relocation of IPS Splitter Box instrumentation to ensure proper function of process water level measurement (Add of \$2.5k).



City of
Pasco

Questions?

AGENDA REPORT

FOR: City Council September 4, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: 2025-2030 Capital Improvement Plan Presentation (5 minutes)

I. REFERENCE(S):

Presentation Slides
[Draft 2025-2030 Capital Improvement Plan](#)
Community Input

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Planning Purposes Only

IV. HISTORY AND FACTS BRIEF:

A Capital Improvement Plan (CIP) is a strategic blueprint outlining planned capital expenditures over a multi-year period, typically five to ten years. It focuses on major infrastructure projects such as constructing and maintaining public buildings, parks, streets, and water/sewer systems. The CIP helps the City of Pasco (City) manage and prioritize these projects, ensuring that critical infrastructure is developed and maintained in a systematic, fiscally responsible manner.

The CIP identifies the capital projects expected to be undertaken each year and the proposed methods of financing. While the CIP provides cost projections for projects, it differs from the capital budget within the biennial budget in several ways:

- Projects slated for early completion in the CIP may be funded with reasonably available resources.

- Inclusion in the CIP signals to funding agencies the City's commitment to completing a project, even if it is not feasible to fund it within the current biennial budget.
- Execution of future CIP projects may depend on grants, bonds, or loans, which could require rate adjustments or other factors outlined in the plan. Approval of the CIP does not obligate the City Council to future actions.
- Cost projections for projects in later years may be revised as staff refines the scope of work.

In summary, most capital projects proposed during the biennium budget process come from the CIP, but not all CIP projects are included in the adopted budget, and budgeted amounts may vary for various reasons.

V. DISCUSSION:

The initial projects list for the 2025-2030 Capital Improvement Plan (CIP) was presented to City Council on August 12, 2024. Staff completed three outreach events (two in-person, one virtual) to educate and receive feedback from the community on the purpose of the CIP, highlight near term high-priority projects, and engage with the community on additional projects. During these events, staff were able to connect with several community members to answer questions, explain projects, and provide information on how projects are identified. In addition, councilmembers had the opportunity to tour high-priority projects. Comments received during these events are included in this packet.

Tonight, staff presents the draft 2025-2030 CIP, which includes an interactive projects map. The CIP includes 135 projects, as proposed the CIP totals \$534.5 million.

- [Draft 2025-2030 CIP](#)
- [Projects Map](#)

The proposed CIP, except where design is complete, reflects planning level cost estimates, which can change with design as more information is discovered in the design process. Also, as a part of the CIP, completed projects were removed, current projects updated to account for new information, and newly identified projects added. As mentioned previously, the adoption of the 2025-2030 CIP does not equate to an appropriation of funds.

The 2025-2030 Capital Improvement Plan (CIP) includes substantial investments in public works infrastructure, with projects prioritized based on anticipated revenue from system users (ratepayers) and secured funding through grants and low-interest loans. These investments focus on upgrading aging infrastructure while balancing the need for system expansion. As a

result, discussions about future utility rates are necessary. Currently, the rate model projects a 9% annual increase for Sewer services over three years starting in 2027. Likewise, Water services will require an 8-10% annual increase to support the proposed plan. These adjustments exceed the typical 3-4% inflation-related increases and will require thorough review by the Council.

In addition, projects such as the Police Headquarters Expansion, West Side Community Center, and Community Park lack dedicated funding, which will need to be obtained through grants or other partnerships. The Council's guidance during goal-setting and throughout the year helps staff prioritize resources for these important projects, even though not all can be fully funded.

In conclusion, staff views these projects as crucial to maintaining the current system and supporting future growth. We will rely on the Council for policy guidance to balance system needs with available resources.

Butterfield Water Treatment Plant (WTP) Improvements (All Phases)

The phased replacement of the Butterfield WTP is a substantial undertaking that will require both time and considerable financial resources. As one of the City's critical infrastructure projects, these improvements are essential for ensuring the long-term reliability and capacity of the water treatment system.

Rivershore Sewer Trunk Line Replacement

This project has recently secured funding for its design phase through the Department of Ecology. Once completed, the replacement of the Rivershore Sewer Trunk Line will significantly improve the City's sewer infrastructure, addressing current capacity and maintenance issues.

Road 76 Overpass

The Road 76 Overpass project is part of the City's ongoing efforts to enhance traffic flow and improve transportation infrastructure. This project is in the early planning stages, with further updates expected as design and funding progress.

Sylvester Street Pedestrian/Bike Overpass

The Sylvester Street Pedestrian and Bike Overpass is fully funded and currently in the beginning stages of design. This overpass will provide a much-needed connection for non-motorized transportation, improving safety and accessibility for pedestrians and cyclists.

Water Conservation

The City is taking significant steps to improve water conservation through the expansion of irrigation systems, incorporating xeriscaping and the

installation of irrigation timers to promote efficient water use.

Thunderbird Parking Lot

Improvements to the Thunderbird Parking Lot are planned to address capacity and maintenance needs. These upgrades will enhance both functionality and aesthetics, ensuring the parking lot meets current demands.

Staff seeks discussion and direction to bring the 2025-2030 CIP for adoption by resolution during an upcoming regular meeting.

Comment cards from Open House sessions

1. "Please Consider Highway access at 48+ Argent. We need more access. Could use the existing underpass" (Pete)
2. "I am the new Grant Navigator w/Benton-Franklin Council of Government. I would love to find time to meet & learn more & how I can be helpful in finding/securing funding." (Kristin Eby)

From: [Maria Serra](#)
To: [Angela Pashon](#); [Alyssa Warner](#)
Cc: [Debby Barham](#)
Subject: FW: Online Form Submittal: Contact the Public Works Director
Date: Friday, September 6, 2024 10:07:12 AM
Attachments: [image001.png](#)

This is another comment related to CIP and my response.

I am hoping we can compile these as attachments for the Council packet when CIP is presented again.

Maria



Maria Laura Serra, PE
Public Works Director
525 North Third Avenue
Pasco, WA 99301
(509) 544-4125
serram@pasco-wa.gov

This email and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act

From: Maria Serra
Sent: Friday, September 6, 2024 10:04 AM
To: quintonstevens@gmail.com
Subject: RE: Online Form Submittal: Contact the Public Works Director

Mr. Stevens,

Thank you for your email and for reaching out with your thoughts!

Intersection improvement projects are typically based on traffic analysis recommendations, which look at both short- and long-term performance. We consider factors such as traffic volumes (motorized and non-motorized), crash data, lifecycle costs (initial capital investment and Operations and maintenance cost for the life of the asset, and any other project constraints like available right-of-way, existing utility corridors, etc. The goal is to find solutions that balance costs and constraints while ensuring safety and efficiency.

You're absolutely right. There are currently two major projects involving roundabouts, and several future improvements have been proposed as signals in the Capital Improvement Plan. The Plan is vastly based on the recommendations of the Transportation System Masterplan (TSMP).

While the Transportation System Master Plan (TSMP) identifies signals in certain locations, it serves as a high-level planning document with a 20-year horizon. It highlights future roadway needs and proposed improvements but leaves detailed analysis to be done when each project moves forward. We do review and verify proposed solutions during the pre-design phase of a project. At that stage, we update traffic data and reassess known constraints to ensure the selected option is still the best fit.

Your comments are being incorporated in the feedback for CIP (from this email). I will ensure this and other feedback received is included in the packet for Council consideration.

If you want to share additional thoughts, in the future, you are always welcome to participate in the public comment section of council meetings as well as take part in listening sessions or open houses

for specific projects of interest. The city's website, and social media channels often post opportunities for comments and involvement (via online survey or events).
Thank you again for your input, and please feel free to reach out with any further questions or comments!



Maria Laura Serra, PE
Public Works Director
525 North Third Avenue
Pasco, WA 99301
serram@pasco-wa.gov

This email and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act

[**NOTICE:** This message originated outside of City of Pasco -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Contact the Public Works Director

To contact the Public Works Director, please complete the form below and click Submit.

If you have a service request, please use the [AskPasco app](#).

Name: Quinton Stevens

Email: quintonstevens@gmail.com

Subject: Roundabouts vs Signalized Intersections

Comment: Hello, I wanted to ask about decision-making regarding intersection improvements, why it seems we choose to go for the more expensive option that requires more operations and maintenance (the signalized intersection) vs implementing more roundabouts instead (can operate for ages without power or maintenance, improves safety due to physical barrier)? I've seen many plans in the CIP for improving intersections by putting signalized intersections in places where a roundabout would make significantly more sense for safety and traffic flow, at least at a glance.

I'd like to advocate for the use of more roundabouts in our city's planning, in lieu of 4-way stops and 4-way signalized intersections. Please let me know where I can go or what I can do to promote this in our city's planning.

I am very pleased to see the roundabout project on the i-182 / Broadmoor interchange, as well as the Road 68 / Court street intersection (though this one seems potentially oversized).

Thank you.

Please note:

Your e-mail and any e-mail response from the City may be a public record under RCW 42.56 and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

Email not displaying correctly? [View it in your browser.](#)

From: [Maria Serra](#)
To: [Angela Pashon](#); [Jesse Rice](#); [Alyssa Warner](#)
Cc: [Debby Barham](#)
Subject: FW: Online Form Submittal: Contact the Public Works Director
Date: Friday, September 6, 2024 9:34:49 AM
Attachments: [image001.png](#)

All,
Sharing below some feedback on CIP.
I sent an email acknowledging receipt but will follow up with responses to his inquiries.
Maria



Maria Laura Serra, PE
Public Works Director
525 North Third Avenue
Pasco, WA 99301
(509) 544-4125
serram@pasco-wa.gov

This email and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, September 4, 2024 4:48 PM
To: Maria Serra <serram@pasco-wa.gov>; Janette Romero <romeroj1@pasco-wa.gov>
Subject: Online Form Submittal: Contact the Public Works Director

[**NOTICE:** This message originated outside of City of Pasco -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Contact the Public Works Director

To contact the Public Works Director, please complete the form below and click Submit.

If you have a service request, please use the [AskPasco app](#).

Name:	Joe Pryce
Email:	jpryce4617@hotmail.com
Subject:	5 YR CIP Budget
Comment:	Maria, unfortunately I was unable to attend the forums regarding

the above. Hopefully, your the one I can forward my input to or at least direct me to the proper department or individual. I was hoping to see more of a robust plan for rivershore development, in particular Chiawana Park and between the cable bridge and train Bridge. Although there is budget items for the levee between rd 52 and 72 for lowering, plus improvements at train Bridge, the levee needs attention as soon as possible. It is very narrow and parts of path are. Rumbling off making it more narrow and potential for serious injuries should a pedestrian fall onto the rocks. I'm sure this is in cooperation with the Corps of Engineers. With all the current anti ipated in Road 100 and Broadmoor area, Chiawana Park could be utilized much like Howard Amon Park with significant expansion and improvements in particular the vacant area between the opposite ends of Park. Also, is there any further discussion about a public dock for fishing/recreation by the cable Bridge? One other point I wanted to bring up is the road 76 overpass. Has there been any thought for an overpass on road 36? This to me makes more sense as to funnel traffic from Desert Plateau area to Court Street and 20th avenue businness corridor to alleviate traffic on Road 68. The Road 76 overpass may compromise more traffic on Road 68. Thanks for your time, I appreciate iate it.

Please note:

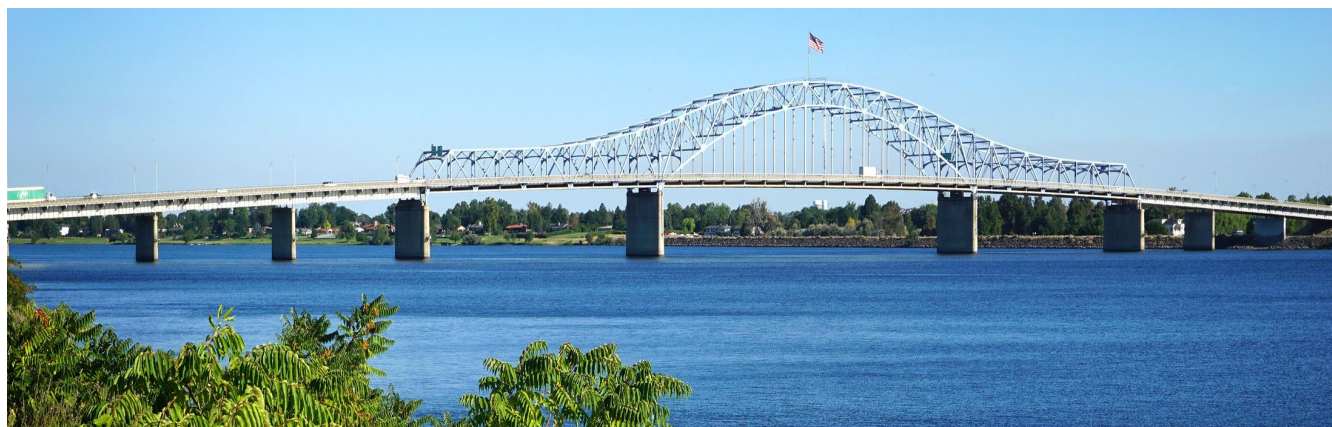
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City of Pasco

Capital Improvement Plan



Draft Version - 9/06/2024

Last updated 09/06/24





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INTRODUCTION



City of Pasco 2025-2030 Capital Improvement Plan



Honorable Mayor and City Council, Pasco residents, business owners/operators, and interested parties:

As proposed the 2025-2030 Capital Improvement Plan (CIP) presents the plan for how major public facility improvements will be implemented over the next six years. As policy makers and professionals, Council and staff have a responsibility to plan. Projects in this document invest in the future of our community and are planned to help guide the City for the next 20 years and promote adopted City Council goals. The City provides for fiscal sustainability and economic vitality of our community through thoughtful, well-prioritized and leveraged investment – using that farther look out to shape near-term decisions.

A CIP is subject to considerable change and should not be considered as an allocation or appropriation of funding. This document provides project overviews, expense summaries, and revenue sources.

BACKGROUND AND SUMMARY

There are many sources that fund CIP Projects including: grants, loans, utility charges, bonded indebtedness, and taxes. These funding sources contribute to the design and construction of projects.

The major categories of projects include:

- General: Public safety and city buildings
- Parks & Recreation: New parks, pools, trails, and sporting facilities
- Transportation: Road widening, replacements and traffic signal improvements
- Utilities: Sewer, stormwater, water, and wastewater expansions and improvements

A project listed in the CIP provides potential funders with greater assurance their investment received adequate review and planning. Projects included in this plan with funding listed in later years may not seem adequate; the inclusion of such projects provides further opportunity for the City to seek additional funding to advance projects.

The investment this plan supports adopted City Council goals, outlines promotes our local economy, provides a roadmap, and enables the City to meet requirements to qualify for participation of most grant and loan programs. This plan focuses on advancing City Council Goals and addressing the needs of current and future needs of our growing community.

Much of the work included won't be seen by users however, the CIP facilitates the lives of our residents and the vitality of our businesses by helping to create an environment where they have more time to focus on what is important to them.



Fund structure

The City is financially organized into separate fiscal and accounting entities known as Funds. Each Fund is a separate division for accounting and budgetary purposes. The Fund Accounting Process allows the City to budget and account for revenues that are restricted by law or policy for a specific use or purpose in accordance with nationally recognized rules of governmental accounting and budgeting.

The City of Pasco budgets and accounts for approximately 39 separate Funds. Each Fund can be viewed as a separate checking account to be used for a specific purpose. All funds of the City fall into one of the following major categories: General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Proprietary Funds, Internal Service Funds and Fiduciary Funds. Following is a brief description of these categories.

General Fund: The General Fund finances most traditional services that the public associates with the City. This includes law enforcement, fire protection, municipal court, parks and recreation, community development and administrative activities. The General Fund is, essentially, a "catch-all" fund for accounting for City operations that are not required to be accounted for in a separate fund. The General Fund receives all of the Property Taxes, except those that are voter approved for the repayment of debt. This is a major fund and must have an appropriated budget.

Special Revenue Funds: The City uses Special Revenue Funds to account for revenues that must be used by law for specific purposes. Examples are the City Street Fund and Arterial Street Fund, which account for Gasoline Taxes received, and can only be used for maintenance and improvements to roads and Streets. The City does not have any Special Revenue Funds classified or presented as major funds for financial reporting purposes. All Special Revenue Funds have appropriated budgets.

Debt Service Funds: The Debt Service Funds are used to account for the accumulation of resources for the repayment of monies borrowed through voter approved general obligation bond sales and the related interest. This fund is not classified or presented as a major fund for financial reporting purposes. This fund does not require legal appropriation, since the authorization of general obligation debt includes the amortization schedule, which serves as a budget for the life of the debt.

Capital Improvements Fund: This Fund accounts for financial resources that are restricted, committed or assigned to expenditures for the acquisition and construction of major capital facilities. Most capital projects are accounted for in this fund. Capital projects related to Enterprise Funds are accounted for within the Enterprise Funds. The City's Capital Projects Fund is known as the Construction Fund and is presented as a major fund for financial reporting purposes. This fund has an appropriated budget for the biennium.

Internal Service Funds: Internal Service Funds are used by the City to account for the financing of goods and/or services provided by one department or fund to another department or fund of the City on a cost reimbursement basis. For example, the City uses the Equipment Rental (ER) Funds to purchase and maintain vehicles used by the various departments and funds. Each department or fund pays rent to the ER Fund to use that equipment. The City does not have any Internal Service Funds classified or presented as major funds for financial reporting purposes. These funds are not subject to budget appropriations.

Fiduciary/Trust Funds: These funds are also referred to as Trust or Custodial Funds and are used to account for assets held by the City on behalf of outside parties, including other governments, or other funds within the City. For example, the Cemetery Trust Fund holds a portion of the proceeds from the sale of gravesites in order to provide ongoing grounds maintenance and care of the facility. The City does not have any Fiduciary Funds classified or presented as major funds for financial reporting purposes. These funds are not subject to budget appropriations.

Financial Policies

The stewardship of public funds is one of the greatest responsibilities given to the officials and managers of the City of Pasco. Therefore, the establishment and implementation of sound financial policies enables the City to protect public interest, maintain public trust and guide the City to meet their objectives. These policies are designed with a long-term approach to achieve financial stability and economic growth. These policies are intended to be applied over periods extending well beyond the current budget period. Long-term stability and growth cannot be accomplished if we allow long-term deficits or choose to support on-going needs through one-time revenues. Financial best practices and fiscal prudence must dictate the City's financial operations and procedures, as well as guide the City to meet its immediate and long-term objectives.

Core Values and Goals

Financial Stability – The City will create financial stability to provide residents with consistent and adequate levels of public services. The City of Pasco is accountable to its citizens for the use of public dollars. All activities supported by the City must function within the limits of its financial resources. With a long-term financial approach in mind, the City will develop and maintain long-term plans, carefully weigh the costs and benefits of development opportunities and adhere to sound debt, reserve and investment policies. Some of the long-term plans in progress or that will be started include the Police and Fire Strategic Plans, Cost Allocation Plan, Comprehensive Economic Plan, Comprehensive Transportation Plan, Downtown Master Plan, and the Land Use Comprehensive Plan.

Accountability and Financial Planning – The City will institute financial planning that ensures City services are provided at the best value and that services are in alignment with the needs and wants of the community.

Environmental and Economic Vitality – The City's financial strategy will support continued investment in the renovation and maintenance of infrastructure, facilities, policies and programs that support a clean and healthy natural environment. The City will strive to provide effective and efficient services to ensure a safe and healthy atmosphere for its residents, businesses, and visitors, while preserving and enhancing its unique cultural and environmental attributes.

Transparency and Engagement – The City will be accountable for producing value for the community by providing planning and report mechanisms that make it clear how the City plans to use its resources to achieve the community vision. The City is committed to engaging its citizens as a partner in formulating plans and delivering services.

Planning and Budgeting

Biennial Budget – The budget is a performance, financing and spending plan agreed to by the Council, City Manager and Department Directors. It contains information and data regarding expected revenues, expected expenditures and anticipated capital projects. The budget is developed using a performance-based, results-oriented approach that incorporates line items, programs and the priorities of the City. The City defines a balanced budget as current biennium revenues (including fund balances) equal to or greater than current biennium budgeted expenditures. A fiscally sound budget will include the following aspects:

- Budget adoption by the Council will be at the fund level. Any changes in appropriations at the fund level will require City Council approval in the form of a scheduled budget amendment.
- Position budgeting will be used as a tool for Council consideration. This will list the actual and proposed full time equivalent (FTE) allocation on a department and fund basis.
- Department and Fund budgets will include overhead and full cost allocation activity.
- Reports on revenues and expenditures will be prepared at least quarterly for the General Fund and made available to the Council. Staff will also make available to Council revenue and expenditure reports on a quarterly basis for all major funds.
- Biennial budgets should provide for design, construction, maintenance and replacement of the City's capital, plant, and equipment consistent with the Capital Improvement Plan.
- The City will develop an analysis of equipment replacement and maintenance needs. This analysis will be to more accurately project the life cycle of the equipment and will attempt to update the results consistent with the budget development process.
- Interfund transfers and/or loans will be completed only after Council approval or inclusion in the adopted budget or subsequent amendment.
- Recurring operating expenditures will be funded by recurring operating revenues. One-time revenues will not be used to support on-going needs, unless otherwise budgeted or approved by Council.
- City-operated utilities should show positive net operating results, unless otherwise budgeted or approved by Council.

Reserve Policies and Goals – Financial best practices dictate that the City should have a reasonable amount of resources in reserve to address unanticipated declines in revenue. Adequate reserve levels are a necessary component of the City's overall financial management strategy and a key factor in external agencies' measurement of the City's financial strength. In general, the City shall support ongoing operations with ongoing revenues, but may use reserves on a one-time basis to support City services pending the development a longer-term financial solution. Reserves help mitigate the effects of an economic downturn or other unanticipated events on revenue growth.

- Provide sufficient cash flow to meet daily financial needs.
- All expenditures drawn from reserve accounts shall require prior Council approval unless previously authorized by the City Council for expenditures within the City's annual budget.
- If reserves fall below required levels as set by this policy, the City must include within its annual budget a plan to restore reserves to the required levels.
- General Fund: Reserves should be maintained to at least 60 days of average operating expenditures, unless otherwise adopted in the budget or otherwise approved by Council.
- The City will review annually the reserve level required to meet cash flow needs.
- Utility Fund and non-major Enterprise funds: Reserves should be maintained at 45 days of operating expenditures, unless otherwise adopted in the budget.
- Debt Service Fund: Reserves should be maintained at an average of one year's debt service payments for all debt, except assessment debt, or all statutorily required reserve funds to guarantee debt service, whichever is more.
- Medical/Dental Insurance Fund: Reserves should be maintained at an amount equal to 16 weeks of budgeted expenses.

Capital Improvement Plan (CIP) – The CIP is a six-year plan for capital and major improvements that support the City of Pasco's current and future population and economy. The City's CIP is a long-range schedule of proposed public facilities, infrastructure and major projects, which includes estimated costs and sources of funding over a six-year period. The CIP is updated annually for the purpose of confirming and/or reorganizing projects on a priority basis and to prepare the Capital Projects Budget. The Council's adoption of the CIP in no way constitutes an appropriation of funds to a specific project.

- The City will make capital improvements in accordance with an adopted Capital Improvement Plan, as budgeted within the current biennial budget.
- The City will determine the most cost-effective financing method for all new projects.
- For each capital project and for each year of the six-year planning period, the CIP shall include an estimate of the cost of construction, an estimate of the annual O&M impact, and anticipated sources of funding.
- The CIP shall be prepared and submitted to the City Council as part the Proposed Biennial Operating Budget.
- Reports on the status of projects included in the CIP shall be prepared and presented to the City Council annually.
- These reports will highlight the status of project construction, scheduling, spending, funding and discuss any significant issues or trends that may affect the ability of the City to stay within budget.



- Equipment Replacement – The City's physical assets, such as vehicles and buildings, represent a significant investment of resources. Timely maintenance and replacement of these assets at the end of their useful lives is necessary. This enhances reliability, quality of public services, and supports safety for the public and employees.
- The City will maintain a comprehensive inventory of its physical assets, including useful life, original purchase date and cost, information on its general condition, and the estimated value of replacement.
- The City will maintain a replacement schedule by physical asset indicating the replacement cost and its corresponding source of funding. The replacement schedule will be reviewed and budgeted as part of the City's biennial budgeting process.
- The City will maintain its physical assets adequately to protect the City's capital investment. Adequate maintenance will further minimize unnecessary future repair and replacement cost.
- Equipment reserve funds shall be maintained at levels sufficient to meet scheduled equipment replacement, ensure safety and to prevent a deterioration in City assets.

Revenue Policies – Service demands require that an adequate revenue stream be maintained. A diversified and stable revenue structure will be maintained to shelter the City from fluctuations in any single revenue source. City funds will be prudently invested to provide for sufficient liquidity to meet cash flow needs and provide interest earnings. The following, in conjunction with the City's Revenue Guide in the Appendices, will serve as guidelines for maintaining a stable revenue stream:

- The City will seek to avoid dependence on temporary or unstable revenues to fund recurring/basic municipal services.
- The City will proactively compete for its fair share of available State and Federal revenues. The City will diligently collect revenue due and ensure compliance with revenue regulations.
- The City will establish all user charges/fees at a level related to the cost of providing the service and within policy parameters established by City Council.
- At least every odd numbered year, the City will review user fees to assess for the effects of inflation and other factors as appropriate. The City will set fees and user charges for Enterprise Funds at a level that fully supports the total direct and indirect cost of the activity, including the cost of annual depreciation of capital assets.

Expenditure Policies – The City shall authorize only those ongoing operating expenditures that may be supported by ongoing operating revenues. Before the City undertakes any agreements or purchases that would create fixed or ongoing expenses, the cost implications of such shall be analyzed and reviewed.

- Emphasis shall be placed on improving productivity, workplace innovation and program evaluation, as well as alternative means of service, rather than adding to the work force.
- The City shall invest in technology and other efficiency tools to ensure high productivity.
- Enterprise Fund expenditures shall be fully supported by their own rates, fees and charges and not subsidized by the General Fund without authorization of the City Council. The Enterprise Funds shall pay their share of overhead costs and services provided by the General Fund.

Debt Policies – The City recognizes that prudent use of its credit can facilitate construction of essential capital improvements and services, while sharing the costs of those improvements between current and future beneficiaries. The intent of the Council is that the City shall manage its long-term debt in a manner designed to utilize its credit to optimize City services, while balancing debt levels and annual debt service obligations. The following policies are intended to apply to all forms of debt.

Short-term Debt and Internal Debt

- Short-term debt is defined as a period equal to or less than one year.
- The City may use short-term debt to cover temporary cash flow shortages.
- The City may issue Interfund loans (internal debt) rather than outside debt to meet short-term cash flow needs. This includes "one-day" loans from the General Fund for year-end fund balance reporting. All Interfund loans with terms of three months or more will be subject to Council approval by ordinance or resolution and will bear interest.

Long-term Debt

- Long-term debt is defined as a period of more than one year.
- Long-term debt service payments will not exceed the expected life of a project.
- The City will determine whether self-supporting bonds (such as special assessment improvement district bonds) are in the City's best interest when planning to incur debt to finance capital improvements.
- Prior to the decision to issue general obligations debt, which is an obligation against the general taxing authority of the City, the feasibility of alternative methods of financing using special assessments, fees/charges and special revenue debt, should first be determined.

General Accounting, Auditing and Financial Reporting Policies – The City of Pasco recognizes the need for ensuring accountability for the collection, management and expenditure of all public funds under its jurisdiction. Strong accounting practices and financial reporting is essential in ensuring compliance with governing laws, ordinances and procedures. Further, this allows for timely and accurate reporting to City officials, City Council and the public.

- The City will establish and maintain a high standard of internal controls and accounting practices.
- The accounting system will maintain records on a basis consistent with accepted standards for local government accounting and the State of Washington Budgeting, Accounting, and Reporting Systems (BARS).
- Annual financial reports will present a summary of financial activity by major types of funds. Such reports will be available via the City's website.
- The annual financial report shall conform to Generally Accepted Accounting Principles (GAAP) and be in the form of a Comprehensive Annual Financial Report (CAFR) as described by the Government Finance Officers Association (GFOA).
- A fixed asset system will be maintained to identify all City assets, their location, and condition.
- The City will strive to maximize the return on its investments with the primary objective of preserving capital and use prudent investment practices as detailed in the City's Investment Policy.
- The criteria for managing the City's investment portfolio shall be: a) to maintain liquidity to meet the City's cash needs, b) to minimize potential market risks, and c) to maximize investment returns.
- The City will deposit all funds within 24 hours of receipt as required by the State Constitution.

The City will ensure that City records are audited annually, which will result in the issuance of a financial opinion. The results of such audit are to be available to the public via the City's website.

BUDGET OVERVIEW



How debts are incurred

Cities use various type of financing tools to pay for large infrastructure projects like water and sewer systems, fire and police stations, parks, etc. Much like a private citizen, the City has a credit rating that indicates its ability to pay back the borrowed funds. Existing debt levels and future needs, as well as statutory limits on borrowing (see Debt Capacity section), dictate the City's ability to issue new debt.

Below are some of the major financing tools available to the City to fund large infrastructure projects:

Bonds: The City Council may authorize the City Manager to sell bonds to raise revenue for capital improvements. Those bonds are sold on the open market in exchange for cash payments, essentially functioning as a loan for the City. In selling and managing bonds, the City seeks the advice of both a bond counsel and an outside financial advisor. Interest rates on bond payments are based on market conditions and the City's bond rating. Private rating agencies set the City's credit rating. The City's current bond rating for General Obligation is AA2, based on the ratings issued by Moody's Rating in July 2024 and AA1 for Revenue Bonds based on rating issued by Moody's Rating in February 2024.

Unlimited Tax General Obligation (UTGO) Bonds: One of the most common methods of financing capital improvements for local governments is through the issuance of municipal bonds known as "Unlimited Tax General Obligation Bonds" or "UTGO Bonds." The voters within the local government must approve UTGO Bonds. UTGO Bonds are secured by and payable out of annual property taxes, above and beyond general property taxes, unlimited as to rate or amount. In other words, a local government is obligated to levy excess property taxes at whatever rate is necessary to repay the UTGO Bonds. Further, UTGO Bonds constitute a general obligation of the local government, and, as such, the full faith, credit and resources of the local government are pledged for their repayment.

The approval process requires local government voters to approve the bond ballot proposition at a properly conducted election. UTGO Bonds must be approved by 60% of the qualified voters within the local government. In addition, the total number of voters casting ballots at the election cannot be less than 40% of the number of votes cast in the last state general election. Further, a local government may only place a bond ballot proposition before its voters twice in any calendar year.

Voted indebtedness for cities may not exceed 2.5% of Assessed Value (AV) for general municipal purposes (any outstanding non-voted, or councilmanic debt is counted against this 2.5%), 2.5% for certain utility purposes, and 2.5% for certain parks, open space and economic development purposes. The total amount of voted and non-voted debt may not exceed 7.5%. The City has significant bonding capacity, with voted indebtedness being 0% in 2019. The City currently doesn't have any UTGO bonds outstanding. The last UTGO bonds issued by the City were in 1999 to fund a library and a fire station.

Limited Tax General Obligation (LTGO) Bonds: Limited Tax General Obligation Bonds are also called "councilmanic" bonds or non-voted debt. These bonds may be issued by a vote of the legislative body and require a majority support. Because the voters have not been asked to approve a tax increase to pay for the principal and interest, existing General Fund revenues must be pledged to pay the debt service on a LTGO Bond. The City issued \$39 Million of LTGO bonds in 2024 to fund projects in the Tax Increment area in the northwest part of town.

Revenue Bond: Another debt financing option to finance projects for any City enterprise, which is self-supporting like utilities, is Revenue Bonds. Payment comes from user fees; so the debt is not backed by the full faith and credit of the City. Investors consider these somewhat less secure than general obligation bonds as well.

Grants and Loans: Some of the funding for larger City capital projects comes from grants and loans made by Federal and State agencies. Almost all federal funds are 'passed through' a State Agency filter. Some of the major agencies involved in funding grants and loans are the Transportation Improvement Board (TIB), Washington State Recreation and Conservation Office (RCO), Water Resources Program, and the Department of Ecology. Parks and Transportation projects are the largest benefactors of such grants and loans to the City of Pasco. These funding options are typically of lower interest and can be obtained by either Governmental or Enterprise Funds.

On-Going Revenue: Revenue is created by services like water, sewer, and taxes, etc. These revenues are used to fund capital projects in their respective areas. The City follows the applicable regulation around Special Revenue Funds, Enterprise Funds and General Funds.

Local Improvement District (LID): A Local Improvement District (LID) is a method by which a group of property owners can share in the cost of infrastructure improvements. LIDs can be used to help finance improvements including:

- Street overlays, repair, and construction;
- Street lighting;
- Utility expansion (Water, Sewer, Stormwater, Irrigation);

- Overhead power conversion to underground;
- Street beautification and revitalization projects; and
- Park construction and improvements.



CAPITAL IMPROVEMENTS



Capital Improvement Map

The CIP is a long-range schedule of proposed public facilities, infrastructure and major projects over a six-year period. The proposed projects address needs such as enhancing programs and services to meet growth needs, maintain aging infrastructure and support economic development across the city. The following link contains an interactive map displaying all proposed projects within the upcoming six-year period along with a list of projects by category. Capital Improvement Plan Map [↗](#)

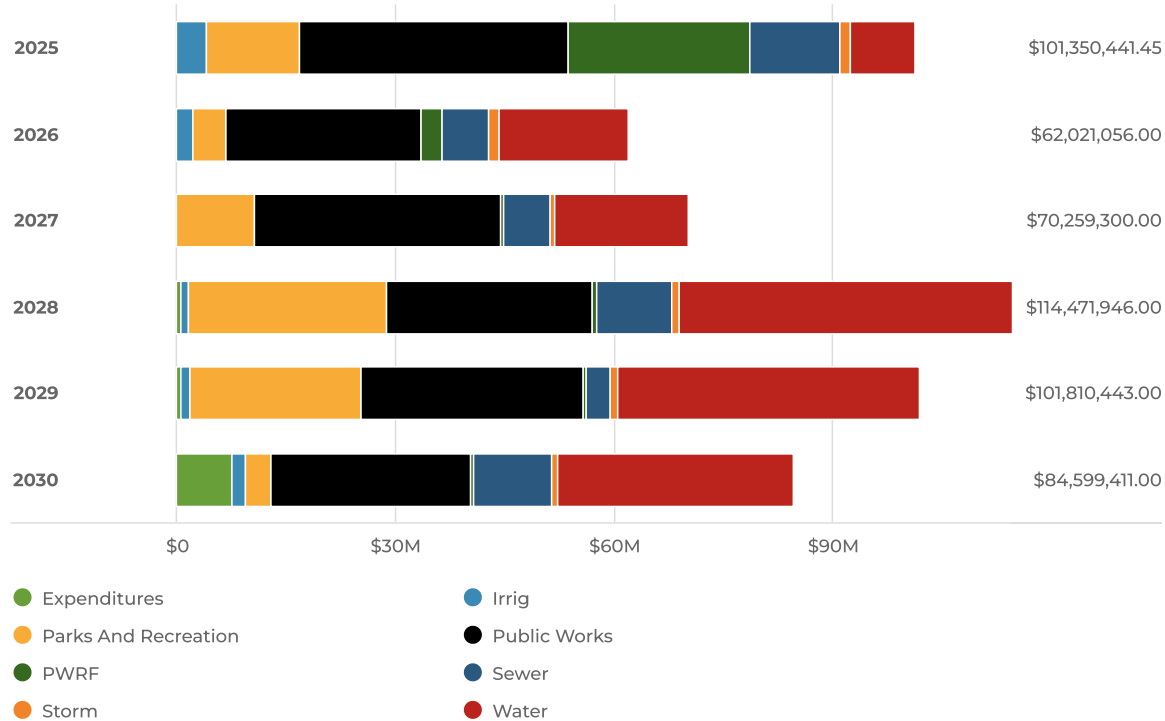


Capital Improvements: Multi-year Plan

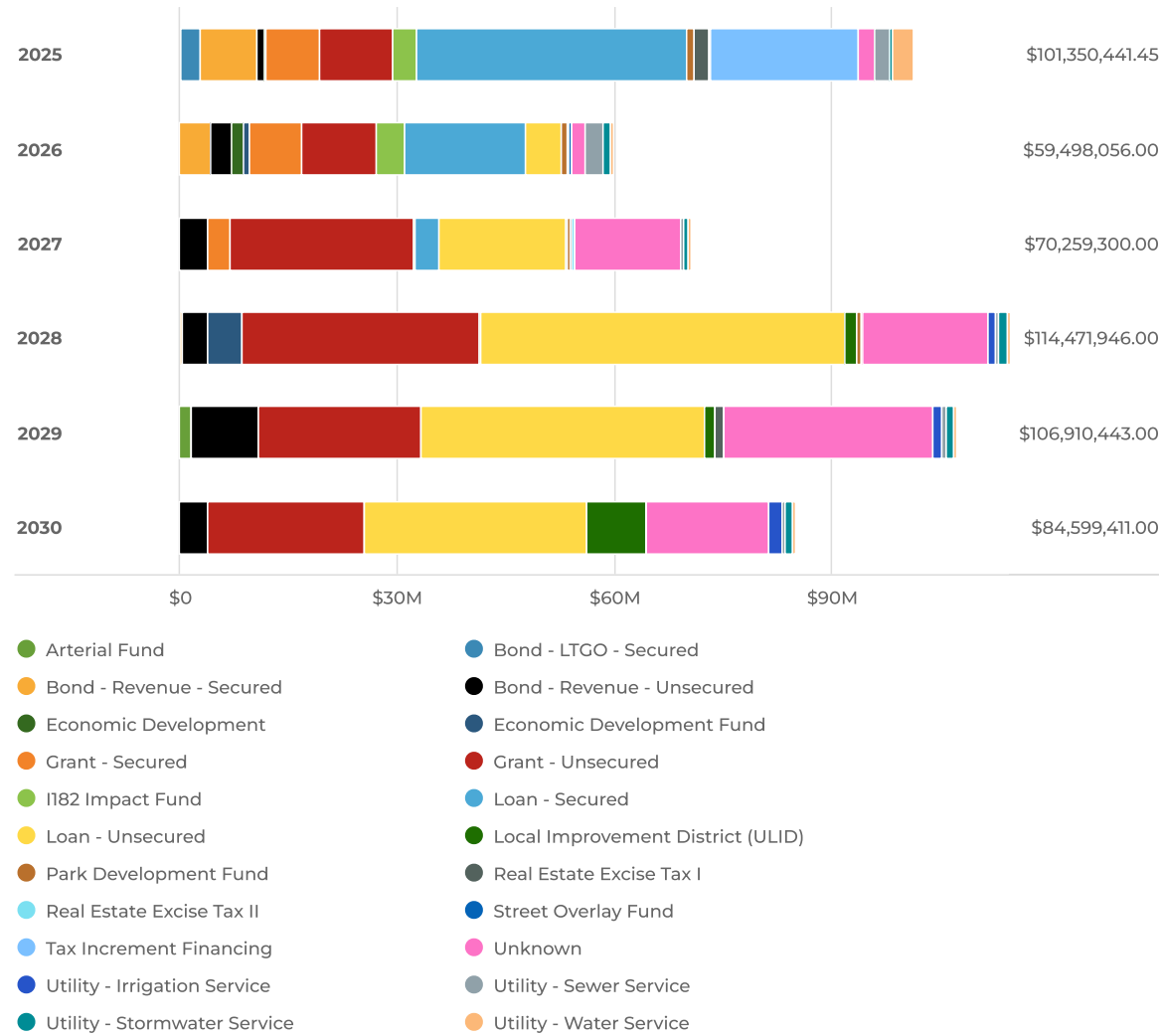
Total Capital Requested
\$534,512,597

135 Capital Improvement Projects

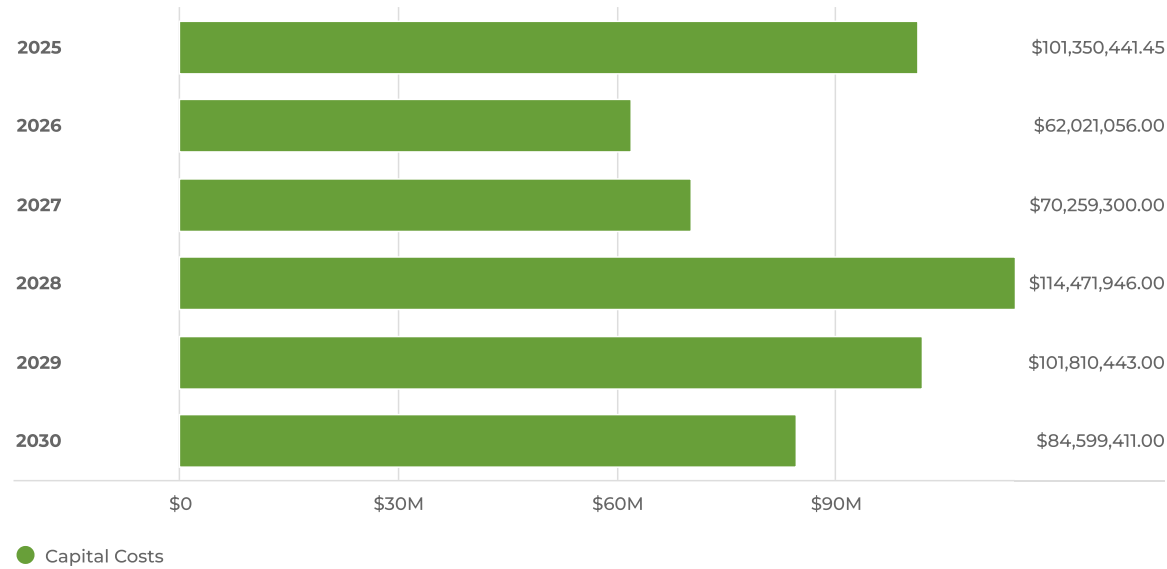
Total Funding Requested by Department



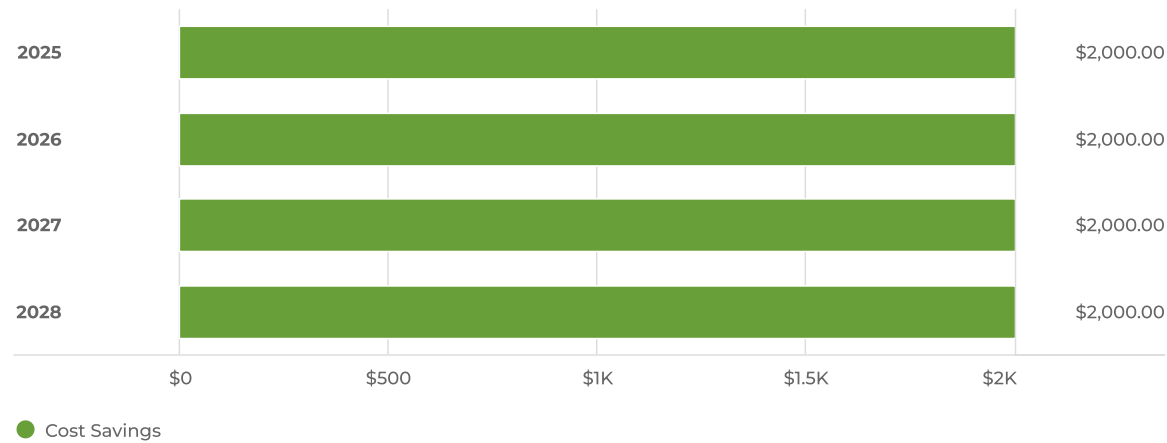
Total Funding Requested by Source



Capital Costs Breakdown



Cost Savings & Revenues



Expenditures Requests

Itemized Requests for 2025-2030

Police Department Headquarters Expansion

\$8,500,000

The City of Pasco is experiencing rapid population growth, which in turn has required staff expansion throughout all City departments. It is recognized that additional physical space is needed to accommodate such growth within the Police...

Total: \$8,500,000



Public Works Requests

Itemized Requests for 2025-2030

Ainsworth Ave Pavement Preservation

\$2,082,000

The overlay and re-striping of Ainsworth Street/Avenue (SR397) will be conducted from 10th Avenue to the west and S Oregon Avenue to the east. These improvements will enhance the road surface and visibility, ensuring a smoother and safer commute...

Argent Rd Widening (Phase 4) - Rd 36 to Rd 44

\$5,900,000

Phase 4 of urban road improvements to Argent Road, extending from Road 36 to Road 44, includes widening the street to a three-lane section, enhancing illumination, upgrading stormwater facilities, and adding curbs, gutters, sidewalks, and other...

Argent Rd/Rd 88 and Sandifur Pkwy/Rd 90 Pedestrian Crossings

\$1,122,048

Implement curb extensions, bulb-outs, advance stop bars, and a median refuge island to enhance pedestrian safety. This project includes reduced curb radii, new stop signs, marked crosswalks with rectangular rapid flashing beacons (RRFB), lane...

Burden Blvd/Madison Ave Intersection Improvements

\$2,170,000

This project will install a traffic signal at the intersection of Burden Blvd and Madison Ave. This project will include necessary ADA improvements to ensure accessibility for all users, enhancing the overall safety and functionality of the...

Burden Blvd/Rd 60 Intersection Improvements

\$2,170,000

Enhancements at the intersection of Burden Blvd and Road 60 will include the installation of a traffic signal to improve traffic control and flow. Additionally, the project will incorporate necessary ADA improvements to ensure the intersection is...

Burden Rd/Rd 44 Intersection Improvements

\$2,170,000

Enhancements at the intersection of Burden Rd and Road 44 will include the installation of a traffic signal to improve traffic control and flow. Additionally, the project will incorporate necessary ADA improvements to ensure the intersection is...

Burns Rd Extension - Missing Link

\$7,850,000

The Burns Road Extension project will extend Burns Road from Road 68 to Rio Grande Lane. It will also include intersection improvements at the intersection of Road 68 and Burns Road, with the installation of a traffic signal or roundabout. This...

Burns Rd Extension to Glade Rd

\$8,800,000

The Burns Road Extension project aims to extend Burns Road from the approximate alignment of Road 44 to Glade Road. This extension will provide a crucial connection on the north side of the city, facilitating better cross-city travel. The project...

Burns Rd/Broadmoor Blvd Intersection Improvements

\$1,500,000

The Burns Rd/Broadmoor Blvd Intersection Improvements project involves installing a traffic signal at the intersection of Burns Road and Broadmoor Blvd. This project will also include the construction of sidewalks and any necessary ADA...

Clark St Improvements

\$1,760,000

The Clark Street Improvements project involves adjusting the roadway configuration to enhance safety and usability for all users. This will include vehicle travel lanes, bike lanes, improved lighting, and bulb-outs at crossing locations to...

Columbia St Improvements

\$1,580,000

The Columbia Street Improvements project aims to adjust the roadway configuration to enhance safety and usability for all users. This includes adding vehicle travel lanes, bike lanes, improved lighting, and bulb-outs at crossing locations to...



Commercial Ave/Kartchner St. Intersection Improvements	\$2,400,000
Installation of a traffic signal at the intersection of Commercial Avenue and Kartchner Street, where the US 395 NB On/Off Ramps are located. This project will also include necessary ADA improvements to ensure accessibility for all users.	
Court St /Rd 68 Intersection Improvements	\$100,000
The project involves construction of a roundabout at the intersection of Road 68 and Court Street, along with pedestrian improvements, to enhance traffic flow and safety in the area. This project is in its closeout phase, ensuring all final...	
Court St Improvements - Ped/Bike	\$6,110,000
Improve Court Street from Road 96 to Harris Road by adding bike and pedestrian facilities along with permanent traffic calming features. These enhancements aim to create a safer and more accessible route for cyclists and pedestrians.	
Court St Safety Improvements	\$450,000
The reconfiguration of Court Street from Road 40 to Road 68 will transform it into a three-lane road, featuring one lane in each direction and a center two-way-left-turn lane. This project also includes the addition of designated bike lanes in...	
Court Street/Rd 60 Intersection Improvements	\$1,950,000
The installation of a traffic signal at the intersection of Court Street and Road 60 will be undertaken to enhance safety and traffic management. Necessary ADA improvements will also be included to ensure accessibility for all users.	
Franklin County Irrigation District Canal Bicycle/Pedestrian Pathway	\$2,800,000
Construction of a multi-use pathway along the piped irrigation canal from Road 100 to Road 76. This pathway will provide a dedicated space for both cyclists and pedestrians, enhancing connectivity and promoting non-motorized transportation options...	
Harris Rd/Crescent Rd Overpass	\$4,000,000
Construction of an overpass over I-182 to connect Harris Road and Crescent Road. This overpass will enhance connectivity between the communities located north and south of I-182, providing an alternative route and alleviating traffic congestion at...	
I-182/Broadmoor Blvd I/C Improvements - Eastbound	\$100,000
The project will enhance the eastbound exit from I-182 by adding a deceleration lane and exit loop ramp leading to a new roundabout at Broadmoor Blvd (Rd 100). This upgrade aims to improve traffic flow and reduce congestion at the interchange.	
I-182/Broadmoor Blvd I/C Improvements - Westbound	\$450,000
This project will construct a new multi-lane roundabout at the I-182 westbound ramp terminal at Broadmoor Blvd on the north side of I-182. The new roundabout will enhance the flow of traffic exiting the highway and improve overall traffic...	
I-182/Broadmoor Blvd I/C Multiuse Pathway/Bridge	\$11,180,000
The project will construct a pedestrian/bicycle bridge with a multi-use pathway across I-182 on the west side of the existing overpass, between ramp terminals. This new bridge will provide a safe and convenient route for non-vehicular traffic,...	
James St Improvements	\$1,950,000
Reconstruction of two lanes of traffic along James Street will be undertaken. Additionally, pedestrian facilities may be provided on one side of the roadway to enhance pedestrian access and safety.	
Lewis St Corridor Improvements - 2nd Ave to 5th Ave (Phase 1)	\$9,128,000
The Lewis Street Corridor Improvements project will integrate enhancements made by the overpass project with those from the Peanuts Park improvement project. The scope includes ADA improvements, crosswalks, widened sidewalks, streetlights,...	



Lewis St Corridor Improvements - 5th Ave to 10th Ave (Phase 2)	\$5,100,000
The second phase of the Lewis Street Corridor Improvements will incorporate ADA improvements, crosswalks, widened sidewalks, streetlights, re-striping, and streetscape enhancements between 5th Avenue and 10th Avenue. To minimize disruptions to...	
Lewis St Overpass	\$100,000
This project involves the construction of a new overpass between 2nd Ave and Oregon Ave on Lewis St. The new overpass will replace the existing underpass, which was originally built in 1973. The project is currently in the closeout phase, ensuring...	
Lewis St Pavement Preservation	\$5,146,000
Mill and overlay the entire existing pavement area. The work includes cutting and patching failed areas (alligator cracking and spalling), taper milling at curved edges, and then overlaying with Hot Mix Asphalt (HMA). This process ensures...	
Lewis Street Underpass Demolition	\$3,000,000
The Lewis Street underpass cap will be demolished to a depth of 6 feet. Post-demolition backfill will adhere to BNSF requirements to ensure compliance and stability.	
Lewis Street/Heritage Blvd Intersection Improvements	\$2,400,000
A traffic signal will be installed at the intersection of Lewis Street and Heritage Boulevard, along with necessary ADA improvements to ensure accessibility.	
Rainier Ave/Kartchner St Intersection Improvements	\$2,400,000
A new traffic signal will be installed at the intersection of Rainier Avenue and Kartchner Street, at the location of the US 395 SB On/Off Ramps. The project will include necessary ADA improvements to ensure accessibility for all users.	
Rd 100 Widening	\$8,575,000
This project aims to expand the Road 100 corridor to a 3-lane section, extending from W Court St to Chapel Hill Blvd. The widening process will include intersection improvements, such as the addition of turn lanes, to enhance traffic flow and...	
Rd 40 E Extension	\$930,000
This project involves extending Road 40 E as a one-lane northbound roadway north of A Street to connect to E Lewis Place. This extension will eliminate a dead-end road at East Lewis Place. The project scope includes signal adjustments, striping,...	
Rd 40 East Pathway	\$1,850,000
This project involves constructing a multi-use pathway along Road 40 E from "A" Street to Sacajawea Park E. The pathway will be located on the east side of E Road 40, providing a safe and accessible route for pedestrians and cyclists.	
Rd 68 Widening - Chapel Hill Blvd to Argent Rd	\$5,500,000
This project will widen Rd 68 to 5 lanes from Chapel Hill Blvd to Argent Rd. The scope of the project includes adding additional lanes to accommodate increased traffic flow and improve overall roadway capacity.	
Rd 76 Improvements	\$2,000,000
This project will install a traffic signal at the intersection of Wrigley Drive and Road 76 and include any necessary ADA improvements. The scope includes evaluating and implementing intersection improvements at Rd76/Wrigley Drive and...	
Rd 76 Overpass	\$30,759,000
This project aims to extend Road 76 north from Chapel Hill Blvd to Burden Blvd by constructing an overpass across I-182, thereby connecting communities situated on the north and south sides of the existing interstate. Integral to this initiative...	
Road 108 Extension - Sandifur Pkwy to Harris Rd	\$3,330,000
This project involves the construction of a two-lane road extending from Harris Road to Sandifur Parkway. This infrastructure development is a key component of the broader strategic initiative to support economic growth in the area.	



Sacajawea Heritage Trail Levee Lowering	\$3,250,000
This project involves lowering the levee and re-installing a wider pathway for pedestrians and bicyclists along the Sacajawea Heritage Trail, extending from Road 52 to Road 72.	
Sandifur Pkwy Extension - Broadmoor Blvd to Rd 108	\$8,050,000
This project will extend Sandifur Parkway from the vicinity of Road 103 to Road 108. Provisions for future traffic signals will be included at the intersection of Sandifur and Road 105, and a roundabout will be constructed at the intersection of...	
Sandifur Pkwy/Broadmoor Blvd Intersection Improvements	\$7,500,000
This project will enhance the intersection of Sandifur Parkway and Broadmoor Boulevard, including widening Broadmoor Boulevard up to Burns Road. Additionally, plans include provisions for a future traffic signal at Buckingham Drive.	
Sandifur Pkwy/Convention Dr Intersection Improvements	\$2,310,000
The Sandifur Parkway and Convention Drive Intersection Improvements project aims to install a new traffic signal to manage the increasing traffic flow effectively. This project will include essential ADA improvements, ensuring the intersection is...	
Sandifur Pkwy/Rd 76 Intersection Safety Enhancements	\$2,031,000
The Sandifur Parkway and Road 76 Intersection Safety Enhancements project will transform the current two-way stop-controlled intersection into either a roundabout or a signalized intersection. This upgrade includes vital safety features such as...	
Sandifur Pkwy/Rd 84 Intersection Improvements	\$2,250,000
The Sandifur Parkway and Road 84 Intersection Improvements project focuses on installing a new traffic signal to manage the growing traffic effectively. This upgrade includes essential ADA improvements to ensure the intersection is accessible to...	
Shoreline Rd Realignment	\$3,250,000
The Shoreline Road Realignment project involves repositioning Shoreline Road from Shoreline Court to Burns Road. This realignment is planned to coincide with the construction of a new park to the west of the proposed roadway. By moving the road...	
South 4th Ave Festival Street Improvements	\$1,080,000
The South 4th Avenue Festival Street Improvements project will transform South 4th Avenue, from Lewis Street to Columbia Street, into a vibrant Festival Street. This project involves revising the roadway configuration and installing sidewalk...	
Sylvester St Overpass Pedestrian/Bicycle Access	\$3,810,000
The Sylvester Street Overpass Pedestrian/Bicycle Access project will create a dedicated overpass for pedestrians and cyclists, featuring a sidewalk with a curb, ADA curb ramps, and a shared-use path/trail. This project will facilitate the safe...	
Sylvester Street Safety Improvements	\$100,000
The Sylvester Street Safety Improvements project will re-stripe Sylvester Street from Road 54 to North 3rd Avenue. Proposed enhancements include the addition of bicycle lanes, pedestrian improvements, and intersection adjustments. These upgrades...	
W 'A' St/6th Ave Pedestrian Crossing	\$592,000
The W 'A' Street and 6th Avenue Pedestrian Crossing project will enhance pedestrian safety by installing Rectangular Rapid Flashing Beacons, curb extensions, illumination, signage, pavement markings, and curb ramps. These improvements aim to...	
Total: \$183,035,048	



Parks And Recreation Requests

Itemized Requests for 2025-2030

A Street Sports Complex Phase 2

\$3,180,000

Phase 2 of the A Street Sports Complex would introduce additional sports fields and courts, a playground, and a permanent restroom, storage, and concession building. The project would also expand the parking lot, provide additional access to the...

A Street Sports Complex Phase 3

\$3,700,000

Phase 3 of the A Street Sports Complex would add essential amenities based on community needs. Enhancements may include additional parking, field lighting, sports courts, turf and grass sports fields, bleachers, and food truck pads. These upgrades...

Big Cross Mountain Bike Trails

\$250,000

This project would install a mountain bike skills course at Big Cross in an unused area along Road 36. The course would feature a variety of designed obstacles connected by trails, catering to beginners and intermediate riders. By providing a...

Burden Blvd. Soccer Complex Improvement - Phase 2

\$4,200,000

Building on the recommendations from the regional sports facility feasibility study conducted by Visit Tri-Cities, this project would focus on further development and implementation of key improvements. Potential enhancements include field...

Burden Blvd. Soccer Complex Improvements - Phase 1

\$1,800,000

This project would involve the installation of the main field at the Burden Blvd Soccer Complex. This upgrade would provide a durable, high-quality playing surface, enhancing the overall experience for athletes and reducing maintenance needs. The...

City Hall Generator

\$467,000

This project involves installing purchased emergency generator for City Hall. The generator will ensure continuous operations during power outages, enhancing the city's resilience and preparedness by providing reliable power for essential services...

City-Wide Trail Connection and Trail Improvement

\$600,000

This project aims to install new trail connections and refurbish existing trails throughout the city's network. The ongoing identification of improvement areas focuses on addressing gaps in connectivity between neighborhoods, schools, and...

Dog Park New Construction - W A St & S 17th Ave

\$150,000

This project proposes utilizing land near the current and proposed animal shelter, close to the Pasco Little League park area along the river and the trailhead at Riverview Park for a dog park. The dog park would feature separate areas for large...

Foster Wells Sports Complex

\$3,200,000

This project involves purchasing and developing approximately 20 acres of land into a multi-use sports complex. This complex would feature a variety of sports fields, courts, and trails designed to meet the community's evolving needs. By creating...

Franklin County Irrigation District Trail New Construction Phase 1 & 2

\$500,000

A non-motorized multi-use ADA trail would be constructed along the Franklin County Irrigation District (FCID) property, spanning from Court St to Road 100 and from Road 100 to Road 84. These sections, where the FCID has recently covered their...



GESA Stadium Parking Lot Refurbishment	\$4,600,000
To meet economic development standards and improve our facilities, both aesthetically and functionally, enhancements to the Gesa Stadium Parking Lot are proposed. This project includes repaving the parking lot and developing it for commercial use,...	
Highland Park Improvements (Goal Posts & Restroom/Storage Building)	\$372,642
This project will replace the temporary storage containers at Highland Park with a centrally located, permanent restroom and storage building that meets ADA accessibility standards. The building will be positioned between the three football fields...	
Highland Park South Side Update	\$100,000
A new section of sidewalk would be installed along E Adelia Street on the south side of the park, along with a small retaining wall, access stairs to the park, and an ADA path up to the visitor section bleachers. The project would also include...	
Irrigation Clock Conversion Replacement - City Wide	\$1,000,000
This project would upgrade irrigation clocks to a new smart, water conservation system. This advanced system allows for centralized control, reducing staff time and travel. It can also adapt to weather changes, adjusting water schedules to...	
Land Purchases - Parks	\$1,500,000
Aligned with the Parks, Recreation, and Open Space Masterplan (PROS), this project aims to identify and purchase land for future parks, recreation, and city development needs. By securing land now, the City will ensure that our growing community...	
Lighted Pickleball Complex - Broadmoor Area	\$1,560,000
Pickleball, the official sport of Washington State, is rapidly growing in popularity in the Tri-cities. This project envisions a lighted pickleball complex featuring 8 to 20 courts with fencing, shade, and seating. The community has requested this...	
Marina Dock B Replacement	\$2,310,000
Design and construct a replacement for Dock B at the Pasco Marina. The original dock was lost due to storm damage. This project will restore the dock to ensure the marina continues to serve the community's recreational needs effectively.	
Martin Luther King Center Renovation/Expansion - E Columbia St & S Wehe Ave	\$7,730,000
The Martin Luther King Community Center would be updated and expanded to better serve the community. The expansion may include new offices, community rooms, and a library, creating a more comprehensive facility. This development would provide...	
Memorial Park Conversion of Play Fields Refurbishment	\$950,000
The softball fields at Memorial Park are outdated and do not meet current standards, with non-functional lights on the lighted field. Many teams currently use the fields for practice and are in need of lighted spaces for evening sessions. The...	
Memorial Pool - Bubble Cover & Improvements	\$1,208,623
This project involves the installation of a foundation and the purchase of a climate-controlled air dome "bubble" to enable year-round use of Memorial Pool. The project will also include the acquisition of a removable bulkhead, allowing the pool...	
Neighborhood Skate Spots	\$50,000
During the Pasco Parks, Recreation, and Open Space (PROS) Plan community input session, a skate park emerged as a community amenity of interest. Using the PROS plan for guidance on site placement and exploring the possibility of piloting smaller...	
Park Security/Pathway Lighting Pilot - Various Parks	\$175,000
Solar security lighting would be installed in one or more parks in the city where none currently exists. This pilot project aims to test the efficiency and durability of solar-powered lighting for park security. By enhancing safety with...	

Pasco Specialty Kitchen Building Expansion	\$3,700,000
This project would involve the purchase of the building just south of the Pasco Specialty Kitchen (PSK) and expand the kitchen facilities in the future. This expansion would provide additional space for local entrepreneurs and culinary...	
Peanuts Park North Refurbishment	\$150,000
Peanuts Park North would be transformed to mirror the vibrant and welcoming atmosphere of Peanuts Park South and Farmer's Market. This project would introduce new hardscape elements and features to create an open, user-friendly space. The focus...	
Playground update and Pour-in-place conversion program Replacement - Parks Throughout City	\$1,030,000
This project would systematically replace playgrounds that are over 20 years old and upgrade woodchips to pour-in-place fall protection. These improvements would demonstrate pride in our parks, allow for modern play equipment, create safer play...	
Police HQ Generator	\$414,000
This project involves installing purchased emergency generator for Police Headquarters. The generator will ensure continuous operations during power outages, enhancing the city's resilience and preparedness by providing reliable power for...	
Rd 54 Erwin Park	\$1,070,000
The city-owned property at Road 56 and Sylvester Street is designated for a future park, with planned amenities focusing on exercise and recreation. This development would transform the area into a dynamic hub, providing a vital connection to the...	
Regional Wayfinding and City Gateways	\$500,000
Phase II would complete the design and construction of city gateway monument signs, implementing the 2018 Visit Tri-Cities conceptual plan for regional enhancement. These monument signs would serve as welcoming landmarks at key entry points to the...	
Road 48 - Central Pasco Community Park	\$7,200,000
The City has acquired 20 acres of land off Road 48 to develop a comprehensive community park in Central Pasco. This proposed park would feature courts, playfields, walking paths, playgrounds, pavilions, a spray park, and restrooms. The development...	
Sacajawea Trail BNSF Crossing	\$3,250,000
This project would connect the existing trail on the west side of the tracks to Schlagel Park on the east by constructing a trail that passes under the BNSF railroad tracks. This trail would extend through Schlagel Park and continue along the...	
Sacajawea Trail Levee Lowering - Rd 52 to Rd 72	\$3,250,000
This project would refurbish the Sacajawea Trail by removing the existing path between Rd 52 and Rd 72 and lowering the levee height along this section. The plan includes replacing the trail with a 12-foot-wide path, ensuring it matches the rest...	
Shoreline Drive Park	\$60,000
This project will start with a study and the development of a concept plan for a new park in west Pasco, potentially along Shoreline Drive. In the subsequent years, the necessary land will be purchased, and the park will be developed on the far...	
Signature Community Park	\$7,600,000
This project involves purchasing and constructing a Signature Community Park to best serve public needs. A Community Park, defined as 20-40 acres, would include amenities such as parking, playgrounds, restroom facilities, walking trails, picnic...	
Sun Willows Pro Shop and Restaurant Replacement	\$1,075,000
This project proposes to update and replace the pro shop and restaurant at Sun Willows Golf Course. These improvements would provide modern facilities and better services, enhancing the overall experience for golfers and visitors. This initiative...	



Sylvester Park Enhancements**\$150,000**

Building on the recent addition of mini soccer courts, this project would update the restrooms, add a picnic shelter, resurface the basketball courts, replace the old perimeter fencing around the courts, and install lighting for evening play...

Thunderbird/Farmer's Market Parking Lot**\$250,000**

This project will convert the old Thunderbird Hotel parcel into a parking lot area. The project includes installing fencing, lighting, landscaping, gates, and necessary drainage and paving. The new parking lot will provide additional parking next...

West Side Community Center**\$13,000,000**

A new community center could be constructed on the western half of Pasco, providing a versatile space for programming, rentals, meetings, events, and general community use. This facility would offer a hub for various activities and gatherings,...

Xeriscape Boulevards, Facilities & Parks**\$150,000**

This program would implement xeriscaping across city facilities, parks, and boulevards. Xeriscaping involves landscaping with native plants, rocks, and other materials that require minimal or no irrigation, reducing water usage and maintenance...

Total: \$82,452,265

Sewer Requests

Itemized Requests for 2025-2030

9th & WA Lift Station Improvements

\$1,000,000

The 9th & WA Lift Station Improvements project includes a comprehensive condition assessment for the wet well, wet well coating, and the construction of a new wet well if needed. Additionally, the project involves land acquisition if required...

Annual Sewer Upsizing Program

\$2,654,190

The Annual Sewer Upsizing Program is an ongoing initiative aimed at addressing the city's sewer system needs by enabling the upsizing of sewer lines related to private developments or other capital projects. This program is essential for...

CSP #18 - Sylvester St Sewer Upsize - Rd 60 to 44

\$10,000

This project involves upsizing approximately 5,400 linear feet of the existing 36" diameter gravity main with a new 48" gravity main along Sylvester St between Road 60 and Road 44, as identified in CSP #18. An alternative alignment may involve...

CSP #23 - Washington St Sewer Upsize - 15th Ave to 9th & Washington Lift Station

\$10,000

This project involves upsizing approximately 2,500 linear feet of the existing 36" diameter gravity main with a new 48" gravity main along Washington St between approximately 15th Ave and the 9th and Washington Lift Station, as identified in CSP...

CSP#14 - Court St Sewer Main Upsize - Rd 100 to Rd 110

\$4,818,000

The CSP#14 - Court St Sewer Main Upsize project involves upsizing approximately 5,100 linear feet of the existing 18-inch diameter gravity main to a new 30-inch gravity main along Court Street between Road 110 and Road 100. An alternative...

CSP#15 - Court St Sewer Main Upsize - Rd 97 to Rd 88

\$3,730,000

The CSP#15 - Court St Sewer Main Upsize project involves upsizing approximately 3,100 linear feet of the existing 24-inch diameter gravity main to a new 42-inch gravity main along Court Street between Road 97 and Road 88. An alternative alignment...

CSP#17 - USACE Easement Sewer Main Upsize - Rd 72 to Rd 60

\$4,225,000

The CSP#17 - USACE Easement Sewer Main Upsize project involves replacing 4,400 linear feet of the existing 36-inch diameter gravity main with a new 54-inch gravity main between Road 72 and Road 60. This upgrade is in line with recommendations from...

CSP#20 - USACE Easement Sewer Main Upsize - Rd 36 West of US 395

\$2,825,000

The CSP#20 - USACE Easement Sewer Main Upsize project involves upsizing approximately 2,900 linear feet of the existing 36-inch diameter gravity main to a new 54-inch gravity main. This work will be conducted within Road 36 and within private...

CSP#21 - USACE Easement Sewer Main Upsize - Rd 28 to US 395

\$1,525,000

The CSP#21 - USACE Easement Sewer Main Upsize project involves upsizing approximately 1,800 linear feet of the existing 30-inch diameter gravity main to a new 54-inch gravity main. This work will be conducted within private easements between US...

Maitland Lift Station Improvements

\$1,000,000

The Maitland Lift Station Improvements project involves replacing all valves and preparing a bypass plan for use during operation and construction. Additionally, this project includes purchasing a new 75HP pump, along with all necessary electrical...

Riverview West Sewer Lift Station

\$1,865,000

To support development within the West Riverview area at an appropriate density, the construction of a sanitary sewer lift station is needed. This project will facilitate the development within this sub-basin area, enabling properties to be served...



Road 68 Lift Station	\$2,000,000
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Based on additional planning analysis to support a future Comprehensive Sewer Plan amendment, the construction of a sanitary sewer lift station is needed to serve the unsewered Riverview East areas. The construction of this lift station and force...

Wastewater Treatment Plant (WWTP) Improvements (Phase 2)	\$10,200,055
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The Wastewater Treatment Plant (WWTP) Improvements project is the second phase of the WWTP Improvements as recommended by the WWTP Facility Plan. This phase focuses on solids treatment and water disinfection, as well as the completion of the...

Wastewater Treatment Plant (WWTP) Improvements Phase 3	\$1,000,000
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The Wastewater Treatment Plant (WWTP) Improvements Phase 3 project is part of a multi-phase effort to enhance the facility's operations. This phase may include upgrades to secondary treatment, depending on the recommendations of the Wastewater...

Wastewater Treatment Plant (WWTP) Improvements Phase 4	\$1,000,000
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The Wastewater Treatment Plant (WWTP) Improvements Phase 4 project is part of an ongoing effort to enhance the facility's operations. This phase may include upgrades to secondary treatment and the implementation of anaerobic digestion processes,...

West UGA Expansion Sewer LID	\$11,701,000
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The West UGA Expansion Sewer LID project aims to support development within the portion of the City's UGA Expansion Area west of Road 68 at an appropriate density. This involves constructing sanitary sewer trunk mains and a sewer lift station as...

Total: \$49,563,245

PWRF Requests

Itemized Requests for 2025-2030

PWRF Farm Well 8 Replacement

\$990,000

The PWRF Farm Well 8 Replacement project involves drilling a new irrigation well to replace the existing farm well, which has reached the end of its useful life. This upgrade is essential to maintain the reliability and efficiency of the...

PWRF Foster Wells Lift Station Improvements

\$6,000,000

The PWRF Foster Wells Lift Station Improvements project aims to address corrosion issues caused by process water from contributing processors. This involves replacing the existing header at the Foster Wells Lift Station and adding a second header...

PWRF Irrigation System - Farm Upgrades

\$17,000,000

The PWRF Irrigation System - Farm Upgrades project will expand the City-owned farm circle land treatment system (LTS). This includes increasing the capacity of the industrial pump station and extending/enlarging the irrigation distribution system...

PWRF Lab and Office

\$950,000

The PWRF Lab and Office project will construct a new office building to provide adequate workspaces and restrooms for staff. This building will also include a laboratory equipped with the necessary equipment and appurtenances to facilitate on-site...

PWRF Pretreatment Improvements (Phase 2) Winter Storage

\$5,000,000

The PWRF Pretreatment Improvements (Phase 2) Winter Storage project involves constructing three lined ponds to add 330 million gallons of winter storage capacity for process wastewater from existing and anticipated future industrial food...

Total: \$29,940,000



Storm Requests

Itemized Requests for 2025-2030

Infiltration Improvements Program

\$2,850,000

The Infiltration Improvements Program addresses infiltration capacity issues throughout the city, as flooding is identified and/or reported and prioritized. The program aims to reduce flooding of streets and prevent early damage to pavement,...

Schlagel Park Stormwater Main Replacement

\$680,520

The Schlagel Park Stormwater Main Replacement project involves replacing aging stormwater pipes along the western portion of Schlagel Park. The existing pipeline, which is 42 inches in diameter, has sustained damage over approximately 430 feet due...

Stormwater Pipe Relining (Phase 1)

\$1,415,000

This project includes the relining of existing aging stormwater pipelines at five critical locations. Specifically, it will address 302.5 linear feet of 15-inch pipe on 8th Ave from W Margaret to W Park, 958 linear feet of 15-inch pipe on W Park...

Stormwater Pipe Relining (Phase 2)

\$600,000

This project will reline or repair the stormwater pipes at four critical locations. It includes relining 348 linear feet of 30-inch concrete pipe under 1st Avenue between W. Lewis and W. Columbia, relining 842 linear feet of 18-inch pipe tributary...

Sylvester Pipe Repair - 5th Ave to 10th Ave

\$841,000

The Sylvester Pipe Repair - 5th Ave to 10th Ave project involves repairing or replacing the damaged stormwater conveyance system along Sylvester Street between 5th Avenue and 10th Avenue. Pipeline inspection identified fractures in the existing...

Total: \$6,386,520



Water Requests

Itemized Requests for 2025-2030

Alton Street Water Main Extension - Wehe Ave to Alley East of Owen Ave	\$490,000
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This project will involve constructing approximately 1,000 linear feet of 8" ductile iron water main along Alton St, stretching from Wehe Ave to the alley east of Owen Ave. As part of the project, one fire hydrant will be installed at the...

BWTP Project 1 - Electrical Building	\$8,536,364
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). Upgrades under this project scope include electrical power utility feed modifications, a standalone...

BWTP Project 11 - Ozone	\$38,940,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). The scope of improvements for this phase includes the design and construction of a new ozone...

BWTP Project 16 - Intake Screens	\$1,530,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). The scope of improvements for this phase may include the assessment and replacement of the existing...

BWTP Project 3 - Raw Water Pump Station	\$6,295,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). Improvements include raw water pump station capacity and electrical system upgrades for the...

BWTP Project 5 - Chemical Building	\$19,610,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). Improvements include a completely new chemical facility providing space and equipment for all...

BWTP Project 6 - Filters	\$26,960,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). The scope of improvements for this phase includes the design and construction of a new filter complex...

BWTP Project 8 - Flocculation Basins	\$11,750,000
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This project provides the capital improvements related to upgrades needed to maintain operability at the Butterfield Water Treatment Plant (WTP). The scope of improvements for this phase includes the design and construction of two new flocculation...

Land - Plant Expansion	\$1,000,000
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This project involves the purchase of land adjacent to the existing raw water intake structure and backwash settling basins located south of W. Washington Street along the Columbia River. The acquisition of this land is crucial for supporting...

Rd 103 Water Main Extension - Maple Dr to Willow Way	\$255,150
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This project will construct approximately 825 linear feet of 8" ductile iron water main along Rd 103, connecting the water mains on Maple Dr and Willow Way. The construction aims to improve the overall water distribution system by creating a loop...



Rd 60 Water Main Replacement - Court St to W Pearl St	\$1,365,000
This project will replace approximately 3,000 linear feet of deteriorating 6" thin wall PVC water line with a more robust system consisting of approximately 1,400 linear feet of 12" ductile iron pipe along Road 60 and 1,600 linear feet of 12"...	
Rd 76 Water Main Replacement - Wernett Rd to W Court St	\$960,000
This project aims to replace approximately 1,700 linear feet of outdated 4" and 6" thin wall irrigation class PVC water lines with more durable 8" and 12" ductile iron pipes. Additionally, new fire hydrants will be installed to enhance fire...	
Reservoir Storage Tank - Zone 2	\$22,000,000
This project will design and construct a new 3 to 4 million gallon (MG) water storage tank in Pressure Zone 2. The new tank aims to enhance the water storage capacity of the area, ensuring sufficient water supply to meet the demands of the community.	
Richardson Rd Water Main Replacement - Rd 92 to Rd 96	\$485,100
The water main in Richardson Road between Road 92 and Road 96 is currently not connected and is made up of undersized thin wall PVC pipe. This project will involve the installation of approximately 1,800 feet of 8" water main, eliminating three...	
Riverhaven Street Water Main Extension - Rd 36 to Rd 40	\$440,000
This project will construct approximately 1,400 linear feet of 8" ductile iron water main along Riverhaven St from Rd 36 to Rd 40. The dead-end water mains at the southern end of these streets will be connected to the new water main, creating a...	
Road 49 Water Main Replacement - Replace 2in with 8in South of Sylvester	\$1,000,000
This project will replace the aging water main that runs along Road 49, south of Sylvester Street. The current 2-inch diameter main will be upgraded to an 8-inch diameter main to enhance the water supply infrastructure.	
Seismic Improvements - Various Facilities	\$3,500,000
This project will perform seismic assessment and necessary seismic retrofits of the water treatment facilities, pump stations, storage tanks, and other assets as recommended in the 2020 Risk and Resiliency Assessment. The goal is to enhance the...	
Star Lane Water Main Replacement - Rd 100 to Rd 97	\$325,000
This project will upsize an existing 2" water line with an 8" water main and install fire hydrant(s) to service this area. The replacement will cover the stretch of Star Lane between Road 100 and Road 97. The existing 2" water line has been...	
West Pasco Water Treatment Plant Expansion (Phase 2) - 12MGD	\$2,549,340
This project will provide the necessary improvements to increase treatment capacity at the West Pasco Water Treatment Plant (WPWTP) to 12MGD. To achieve firm capacity at 12MGD, three phases of projects are needed, with a fourth phase allowing for...	
West Pasco Water Treatment Plant Expansion (Phase 3 & 4) - Firm Capacity & 18MG	\$14,094,320
The project aims to provide the necessary improvements to reliably achieve a firm capacity of 12MGD at the West Pasco Water Treatment Plant (WPWTP). To reach firm capacity, three phases of projects are required, with a fourth phase enabling the...	
Zone 2 PRVs (Hillsboro & Capital)	\$2,000,000
This project involves modifying two existing pressure reducing valves (PRVs) to reconfigure the water supply feed from Zone 3 to Zone 2 in the east Pasco industrial area. The reconfiguration will include the modification of the Hillsboro PRV and...	
Total: \$164,085,274	



Irrig Requests

Itemized Requests for 2025-2030

Drill New Irrigation Well

\$4,175,000

The Drill New Irrigation Well project involves installing new irrigation wells at the existing First Place, Linda Loviisa, and I-182 sites to increase source capacity. This project will also replace undersized transmission pipes at each location...

Irrigation System Expansion

\$6,375,245

The Irrigation System Expansion project aims to enhance irrigation service throughout the service area primarily through the City's irrigation system. Due to the current system's limited capacity as of spring 2021, an additional source of supply...

Total: \$10,550,245



APPENDIX



Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.



Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short-term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the

"surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking body of a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of

the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.



AGENDA REPORT

FOR: City Council September 4, 2024
TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/9/24
FROM: Darcy Buckley, Finance Director
Finance
SUBJECT: First Budget Presentation: Utilities (25 minutes)

I. REFERENCE(S):

Introduction of 2025 - 2026 Water Sewer Utility Biennial Budget

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Water Sewer Utility Fund 2025-2026 Biennial Budget

IV. HISTORY AND FACTS BRIEF:

The Water/Sewer Utility Fund was established in 1954. Included in the fund are unique utility systems providing potable water, municipal sewer, irrigation water, process water reuse treatment and stormwater services. For each utility system within the fund, separate accounting records are maintained to record each systems' expenses, revenues, assets, liabilities, deferred inflows, deferred outflows and fund balances. This accounting practice, and the resulting reporting, are necessary to support calculation of distinct rates for each individual service and avoidance of one utility's rate payers subsidizing costs belonging to another utility.

City staff performs ongoing analysis based on each utilities' accounting elements and activity both throughout the year and as part of the budget process. Additionally, rate analysis is performed routinely by way of specialized consultation.

Upon adoption, the budget authorizes and provides a framework for managerial control of financial operations.

V. DISCUSSION:

All cities in Washington State must prepare a comprehensive entity-wide budget. Like any good plan, the budget serves as a roadmap to guide decision making. The key components of a budget include:

1. Establishment of anticipated expenditure levels while ensuring adequacy of revenue resources,
2. Review of capital needs, both replacement in nature as well as construction of new infrastructure,
3. Projection of cash flow sufficiency.

Utility Fund budgeting is a joint effort of Finance Department, Public Works Department, and the City Manager's Office. As part of this process, past activity and current trends have been reviewed. A comparison has been completed against expectations of existing rate studies to ensure that the proposed budget is a fiscally responsible one.

The City has faced challenges in addressing deferred maintenance for its water and sewer systems while also preparing for the substantial ongoing and future growth. Significant investments in infrastructure shows in the capital expenditures. Staff has mitigated high rate increases to ratepayers by targeting grants and low-interest loans. In last five years, City has received over \$185 million in low-interest loans and grants, saving the utility system over \$100 million in interest payments over 30 years of standard debt repayment schedule.

This biennial budget period includes the final Council approved rate increases identified in rate studies concluded in 2021. Irrigation and stormwater rates have not been increased since 2022. An irrigation rate study initiated in 2023 is nearing completion and will be presented to Council. Cost of service study for Process Water Reuse Facility is complete follow intensive review and collaboration with Processors and City staff. Included in the 2025-2026 Biennial Budget are dollars allocated for renewal of water, sewer and stormwater rate studies. Ensuring that rates support the cost of service is a requirement for the City. City will be unable to receive potential low interest loans or be able to issue debt if the rates are inadequate to support expenses.

The focus of this presentation is rate-funded expenditures including operational costs like labor, supplies, services, and existing debt service. Council is in the process of reviewing Capital Improvement Plan and the approval of that plan will inform the capital budget for the utilities.



City of
Pasco

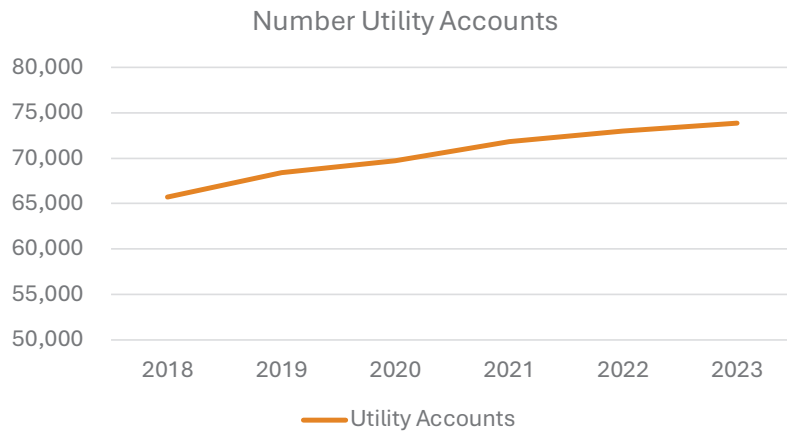
Pasco City Council Meeting **September 9, 2024**



City of Pasco Utilities

- Financial activity accounted for separately by system of service
 - Prohibits rate payers of one utility from subsidizing costs of another utility
- Combined fund enhances marketability of debt
- Combined fund shares risk of liability among all rate payer

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	Water	Stormwater	Sewer	Irrigation	PWRF
Customer Accounts	23,223	21,893	19,677	9,047	7

Rate History

- Analysis with consulting firm evaluates cost of service and revenue requirements over an extended time frame. Allows for consistency of rates.
 - Stormwater and Irrigation studies occurred in 2015
 - Final study-enacted rate increase occurred in 2022
 - Irrigation rate study will be coming to Council in the coming 2 months
 - Water and Sewer studies occurred in 2021
 - PWRP cost of service study completed in 2024

Description	2022	2023	2024	2025	2026
Water	6.5%	6.5%	6.5%	5.0%	5.0%
Sewer	0.0%	0.0%	4.0%	4.0%	4.0%



City of Pasco Utility Fund Budget & Assumptions

- ❖ Presentation includes preliminary budget figures
 - ❖ Focused on operational, rate revenue supported expenditures
 - ❖ Only non-CIP capital is reflected
- ❖ Utility Fund 2025/2026 Operational Budget requires final review
 - ❖ Inclusion of various items will impact finalized budget, including Capital Improvement Plan (CIP) spending and capital supporting revenues.
 - ❖ Impact of water treatment agreements and code amendments will be added
- ❖ Labor related budget, composed of wages and benefits, include the following assumptions:
 - ❖ 2025 Positional step increases based on performance appraisal process
 - ❖ 2025 Collectively bargained contractual agreements
 - ❖ Estimated cost of living adjustment in 2026 that will be revised
- ❖ Proposed budget excludes estimated significant repairs and maintenance. Budget amendment will be requested if necessary, in future.



Pasco Fund Financial - Operational

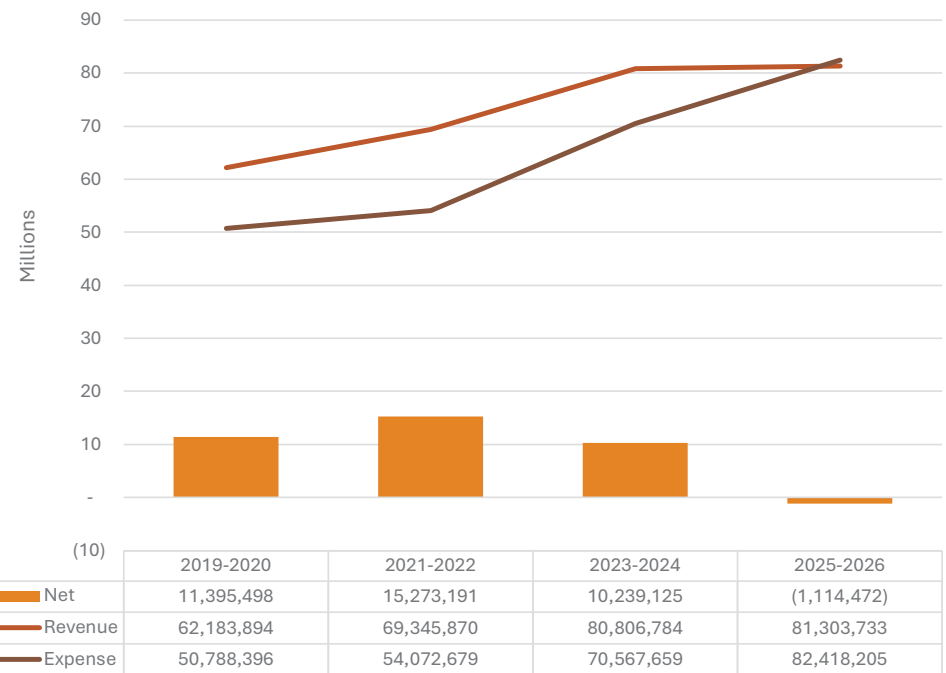
Revenue Sources:

- ❖ Charges for services
- ❖ Fines
- ❖ Miscellaneous, major contribution from interest earnings

Expense Drivers:

- ❖ Labor
- ❖ Supplies
- ❖ Services
- ❖ Large scale maintenance
- ❖ Debt service, including principal and interest

Utility Revenue and Expense History (Operational Costs)



Fund Financial – Capital

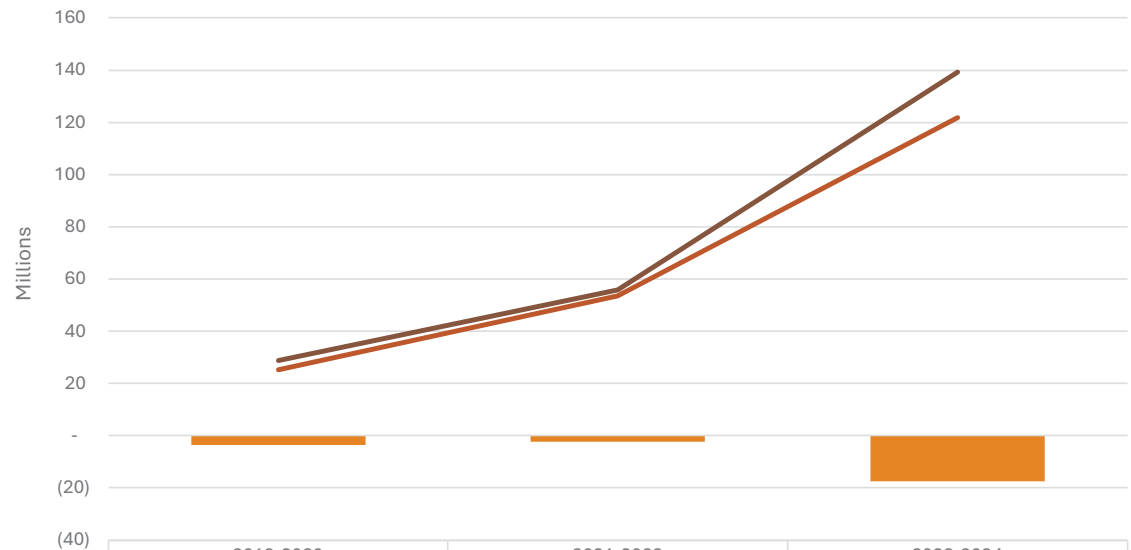
Revenue Sources:

- ❖ Connection Fees
- ❖ Grants
- ❖ Debt Proceeds

Expense Drivers:

- ❖ Capital Projects

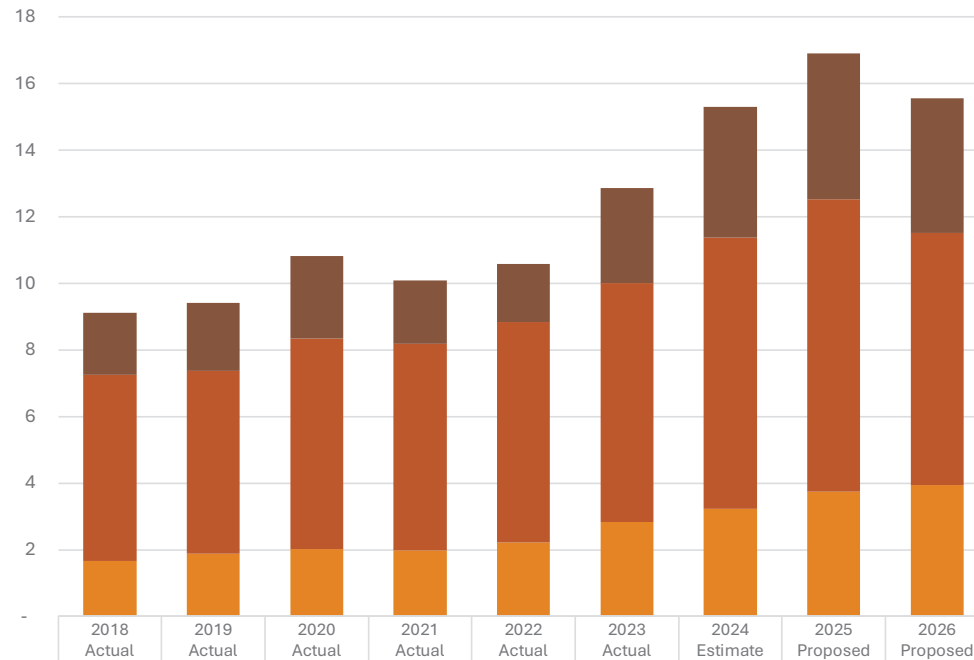
Utility Capital Revenue and Expense History



	2019-2020	2021-2022	2023-2024
Net	(3,636,205)	(2,304,647)	(17,388,816)
Revenue	25,181,228	53,565,230	121,898,223
Expense	28,817,433	55,869,877	139,287,039

Water System

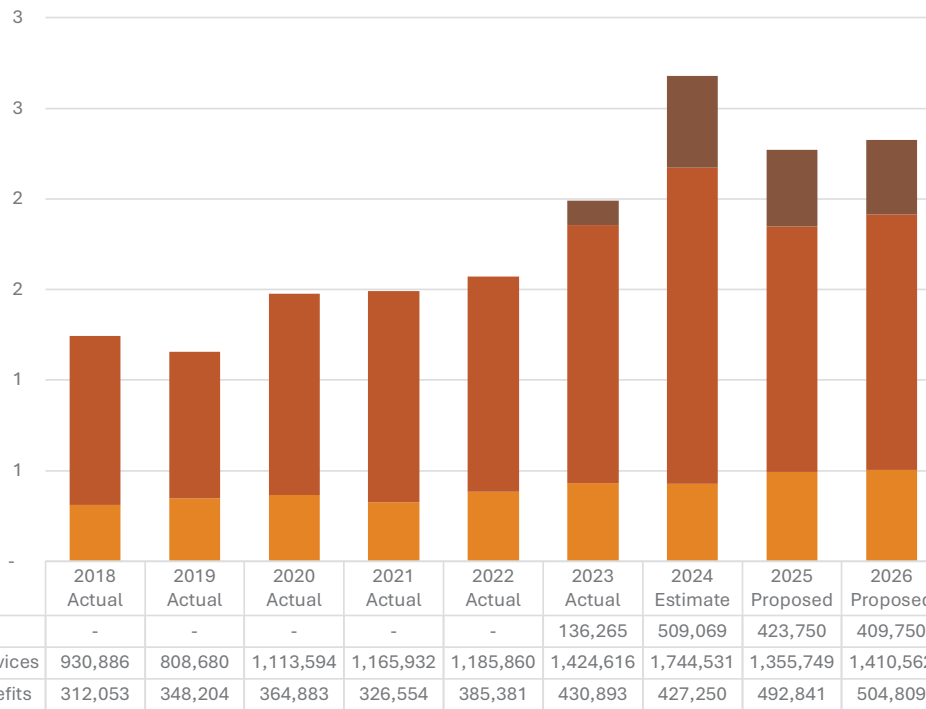
Water Operational Cost History



- Supplies - deferred maintenance at various facilities, reflects increase cost of inventory items
- Services –
 - Security at intakes,
 - WTP controls replacement
 - Intertie to SCADA
 - Raw water injection vault
- Debt service –
 - 2023 bond issuance (Broadmoor Area)
 - low-interest loans that are reimbursement based.

Irrigation System

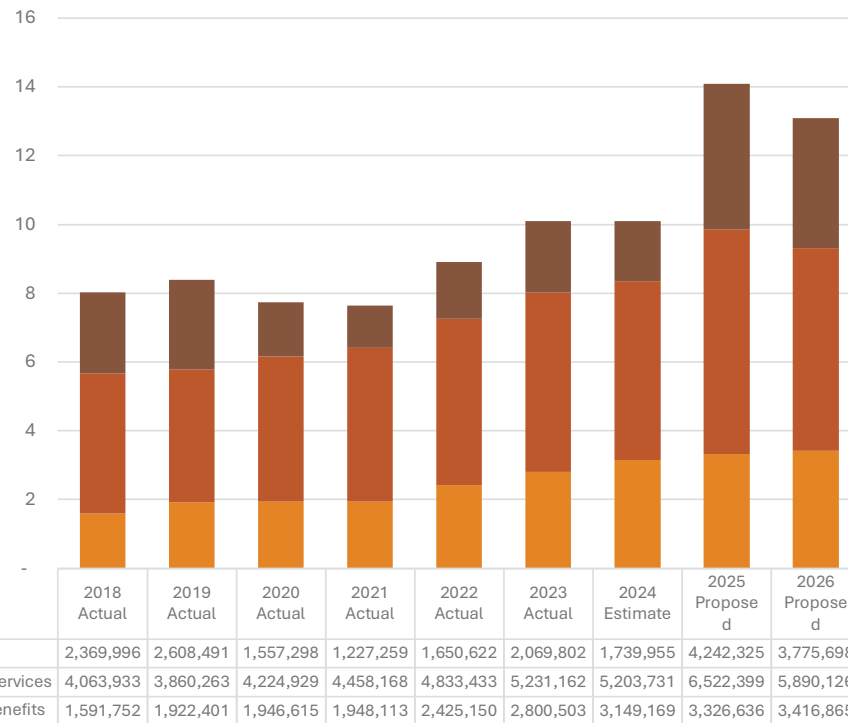
Irrigation Operational Cost History



- Supplies - spending on mussel abatement efforts
- Services - rehabilitate two wells (\$315K)
- Debt service - 2023 bond issuance
 - Proceeds primarily for system supply expansion in Broadmoor Area

Sewer System

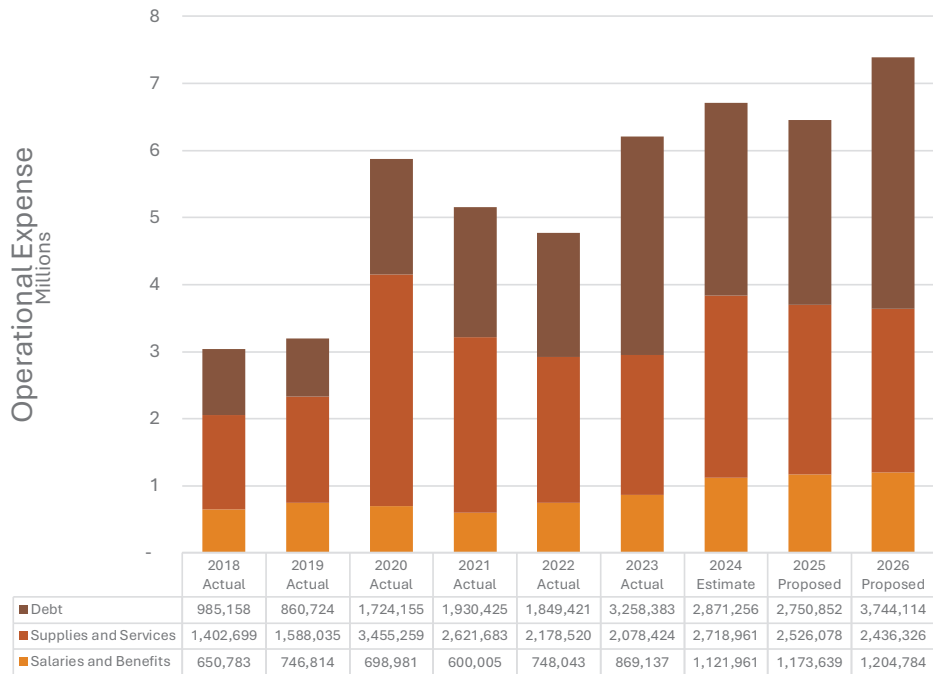
Sewer Operational Cost History



- Supplies – reflects addition of three lift stations, increasing cost of chemicals, replacement of pumps and switches as obsolete
- Services - large scale maintenance and improvements of aging facilities,
 - Increased electricity cost
 - Rehabilitation related to clarifier, gas storage membrane, RAS pumps, etc.
- Debt service - repay low-interest loans that are reimbursement based
 - 2023/2024 budget anticipated accelerated schedule of loan draw

Process Water Reuse Facility

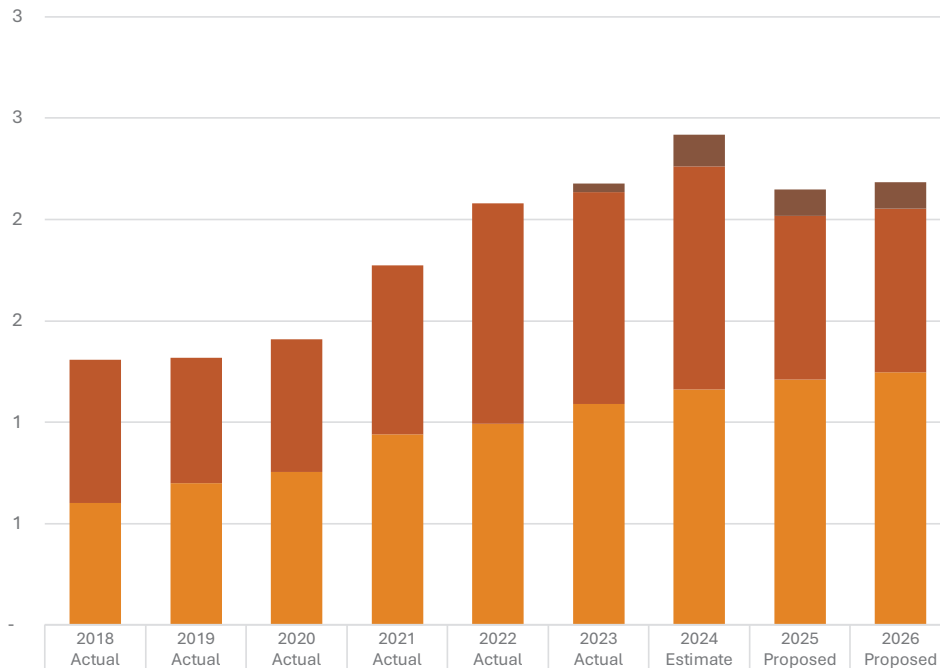
PWRF Operational Cost History



- For comparison, budgetary changes related to operations upon the addition of Phase Three, Burnham service are not reflected.
- Supplies decrease based on 2024 cost experience.
- Services - planned replacement of fresh water well and repair of piping.
- Debt service –
 - 2023 bond issuance
 - low-interest loans that are reimbursement based.
 - 2023 refinance of past issuance will allow lower necessary reserve.

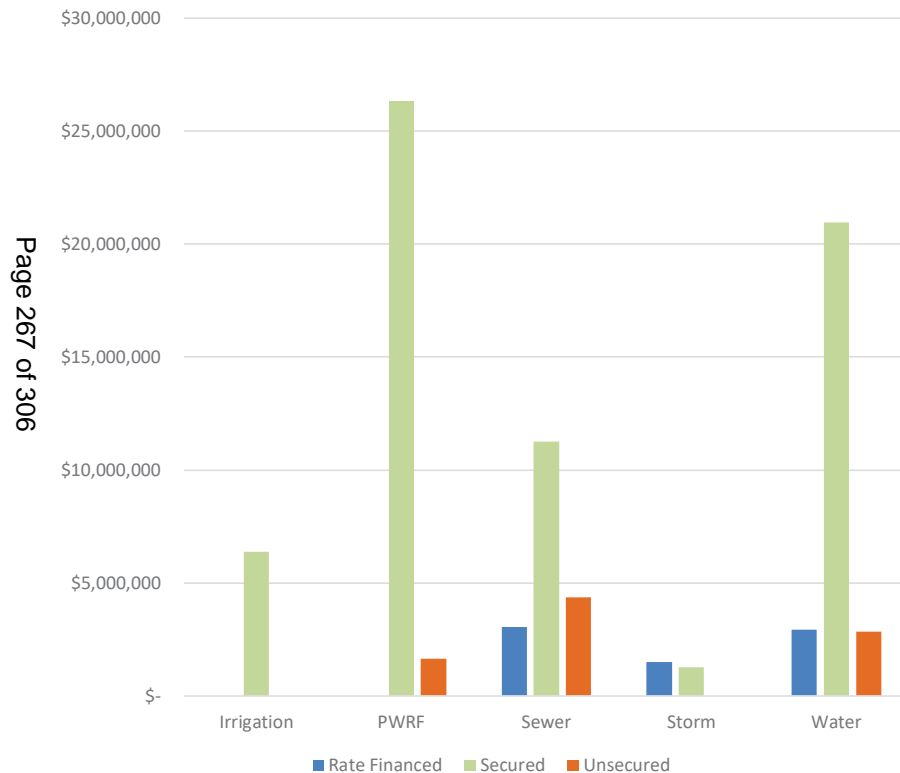
Stormwater System

Stormwater Operational Cost History



- Supplies - slightly lower in new biennium based on 2024
- Services- lower in new biennium based on 2024
 - Prior biennium included budget for partnering with developers on projects, as well as creation of a masterplan.
- Debt service –
 - 2023 bond issuance
 - Improvements in Broadmoor Area
 - Other needed infrastructure improvements

Capital Budget Considerations 2025-2026



- Elements included in proposed Capital Improvement Plan (CIP) for years 2025 and 2026
- Rate study included project financing to replace a portion of depreciating assets
- Of secured funding, 82% is from low-interest loans ranging between 1% - 1.75%. Remaining supported by bond proceeds received
- Pursuit to secure funding for those projects identified as unsecured will continue

Important Steps

APPROVED CAPITAL IMPROVEMENT PLAN PROJECTS
FOR THE YEARS 2025-2026 ADDED TO BUDGET

PWRF BUDGET UPDATE BASED ON CODE AND
WATER TREATMENT AGREEMENT COMPLETION

IRRIGATION RATE STUDY NEARING COMPLETION –
FUTURE COUNCIL PRESENTATION

2025/2026 BUDGET MUST BE APPROVED BY
COUNCIL NO LATER THAN DECEMBER 31, 2024

Questions?



City of
Pasco

Pasco City Council Meeting **September 9, 2024**

AGENDA REPORT

FOR: City Council August 29, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Ordinance - Amending PMC Section 3.40.070 Time of Payment of
Impact Fees (5 minutes)

I. REFERENCE(S):

Draft Ordinance

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

None.

IV. HISTORY AND FACTS BRIEF:

Impact fees are essential one-time charges imposed by local governments on new development projects to fund new or expanded public facilities, addressing the increased demand generated by the development. In Pasco, these fees are collected specifically for traffic mitigation, parks, and public school facilities, ensuring that capital projects related to the new developments not only benefit those developments but also serve the broader community.

Following the 2015 passage of ESSB 5923 by the Washington State Legislature, which mandated cities and counties to defer the collection of residential impact fees, the Pasco City Council enacted Ordinance No. 4307 in 2016. This ordinance established a deferral system for the City, providing developers with a structured mechanism to delay payment of impact fees.

In 2023, the Council further expanded this system through Ordinance No. 4688, broadening eligibility beyond single-family homes to include various housing types, thus enhancing the accessibility and applicability of the deferral system.

V. DISCUSSION:

This proposed ordinance to extend the deferral system to include commercial and industrial projects is a strategic move that will significantly enhance Pasco's economic development landscape. By allowing these types of projects to utilize the deferral system, we can reduce upfront costs for developers, making it more financially feasible to initiate large-scale commercial and industrial developments. The fees are deferred until the issuance of the certificate of occupancy or final inspection. That ensures the payments will be received before the projects are in operation/occupied.

Staff recommends approving the proposed ordinance to extend the deferral system to include commercial and industrial projects.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON,
AMENDING PASCO MUNICIPAL CODE SECTION 3.40.070 “TIME OF
PAYMENT OF IMPACT FEE”.**

WHEREAS, the Washington State Legislature adopted the Growth Management Act, which authorizes the collection of impact fees on development activity to provide necessary public facilities that serve new growth and development; and

WHEREAS, the Washington State Legislature adopted ESB 5293 in 2015 for counties, cities, and towns that collect impact fees to adopt a fee deferral process single-family detached and attached residential construction, which allows applicants to pay impact fees near the end of the construction process rather than at the beginning; and

WHEREAS, the Pasco City Council adopted Ordinance No 3719 in March 2005 establishing impact fees, including a process for deferring impact fees for single-family residences; and

WHEREAS, the Pasco City Council adopted Ordinance No. 4688 in November 2023 updating the deferral process for single-family detached and attached residential construction; and

WHEREAS, the City has decided to expand the deferral process to encompass commercial and industrial construction as it is expected to stimulate local economic growth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That Section 3.40.070 entitled “Time of Payment of Impact Fee” of the Pasco Municipal Code is hereby amended and shall read as follows:

3.40.070 Time of Payment of Impact Fee.

- (1) All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable development permit is available for issuance.

The impact fee as initially calculated, after issuance of a development permit, may be recalculated at the time of payment if the development is modified or conditioned in such a way as to alter the trip generation rate for the development.

No development permit shall be issued until the impact fee is paid, except ~~that~~ when developers ~~of residential subdivisions, short plats, or planned unit developments may~~ defer payment until building permits are issued for the lots within the subdivision, short plat, or planned unit development.

A developer may obtain a preliminary determination of the impact fee before application for a development permit upon providing the Director of Community and Economic Development with the information necessary for processing the application.

Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

- (2) Deferral of Impact Fees. For each ~~residence~~ construction permit for which any impact fee deferral is applied for, an administrative fee set in Chapter 3.35 PMC must simultaneously be paid to the City due to the increased burden placed on City staff for processing, recording and monitoring such deferrals.
- (a) A separate application must be submitted for each ~~residence-being constructed~~ construction permit. Each applicant, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals for twenty (20) construction building permits. The Community & Economic Development Director is authorized to grant additional deferrals beyond the standard entitlement of twenty (20). If the City at any time collects impact fees on behalf of one or more school districts for which the collection of impact fees could be delayed, the City must consult with the district or districts about ~~the~~ additional deferrals. The City must give additional weight to recommendations of each applicable school district regarding the number of deferrals. If the City disagrees with the recommendations of one or more school districts, the City must provide the district or districts with a written rationale for its decision.
- (b) The period of deferral expires at the earliest of:
- (i) The time of final inspection by the City;
 - (ii) The time of issuance of a certificate of occupancy by the City;
 - (iii) The time of closing or the first transfer of the property occurring after the issuance of the applicable building permit; or
 - (iv) Eighteen months after the building permit is issued by the City.
- (c) Final inspection and a certificate of occupancy will not be conducted or

issued until payment in full of the impact fees is made. For the first transfer of the property, the impact fees shall be paid at closing if they have not been previously paid. Unless an agreement to the contrary is reached between the buyer and the seller, the payment of impact fees due at closing of a sale must be made from the seller's proceeds. In the absence of an agreement to the contrary, the seller bears strict liability for the payment of the impact fees.

- (d) The applicant for impact fee deferral must grant and record in favor of the City an impact fee lien in the amount of the deferred impact fee. The lien must be in a form signed, dated and approved by the City Attorney, and signed by all owners of the property and persons or entities holding any interest in the property, with all signatures acknowledged as required for a deed, and recorded among the appropriate land records of Franklin County. Proof of such recording shall be submitted to the City before a building permit may be issued. The lien must specify that it is binding on all successors in title after the recordation. The lien may specify that it is subordinate to one mortgage for the purpose of construction upon the same real property granted by the applicant for impact fee deferral. A mortgage, deed of trust or other financing mechanism shall be limited to the property upon which construction ~~of one single-family residence~~ will occur. A lien not paid when due shall bear interest at the statutory rate. A lien shall become due at the expiration of the deferral date.
- (e) If impact fees are not paid in accordance with this section, the City may institute foreclosure proceedings in accordance with Chapter 61.12 RCW. If the City of Pasco does not institute foreclosure proceedings for unpaid school impact fees within 45 days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid school impact fees.
- (f) After full payment of impact fees, and upon written request of the person paying said fees containing the name and address of the requester together with a copy of a proposed lien release form, the City, upon approval by the City Attorney, shall sign a lien release and deliver it to the person paying said fee either in person or by first-class mail. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.
- (g) An annual report shall be prepared by the Department of Community and Economic Development Department evaluating and summarizing the impact(s) of the deferral program.

[Ord. 4688 § 1, 2023; Ord. 4307, 2016; Ord. 3719 § 1, 2005; Code 1970 § 3.132.060.]

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance should be held to the invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause phrase or word of this Ordinance.

Section 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; reference to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This Ordinance shall take full force and effect five (5) days after approval, passage and publication as required by law.

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 2024.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

AGENDA REPORT

FOR: City Council September 4, 2024

TO: Adam Lincoln, City Manager City Council Workshop
Meeting: 9/9/24

FROM: Ken Roske, Police Chief
Police Department

SUBJECT: AXON Officer Safety Plan Contract Renewal Presentation (15 minutes)

I. REFERENCE(S):

Presentation
AXON Contract Renewal Quote 10 Year Budgetary Estimate

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Captain Brian Vaught will be presenting on the AXON Officer Safety Plan Contract Renewal.

III. FISCAL IMPACT:

For the upcoming biennium budget, if the Pasco Police Department accepts the proposed 10 year AXON Officer Safety Plan Contract Renewal, the rate will be \$506,136 annually including taxes, and begin to increase in the following biennium.

IV. HISTORY AND FACTS BRIEF:

In 2016, the Pasco Police Department (PPD) embarked on a strategic initiative to enhance transparency and accountability by exploring the deployment of body-worn cameras (BWC) for its officers. This move was a natural progression for a department that had already experienced two decades of success with patrol vehicle dash cameras. Recognizing the advancements in technology and the growing demand for transparency in law enforcement, the PPD began a comprehensive evaluation of potential vendors and developed a policy framework for implementing a BWC program.

By 2018, after thorough consideration, the PPD identified Axon as the industry leader in body-worn camera technology. The department adopted Axon's products, launching the BWC program in early 2019, as an early pioneer of BWC in police departments across the country. The implementation of this

technology marked a significant milestone for the department, proving invaluable not only in evidence collection but also in bolstering public trust through increased transparency. However, the program's success also highlighted the growing need for cloud-based evidence storage, as the volume of video data quickly approached the limits set in the initial contract. This prompted a reevaluation of the department's storage needs, ultimately leading to the proposal of an enhanced Officer Safety Plan, which promised unlimited evidence storage and higher-resolution video capabilities.

The PPD's partnership with Axon extended beyond BWCs to include the Taser Conducted Electrical Weapon (CEW) program, which the PPD had first implemented in 2007. With Axon's technological advancements, the department faced the need to upgrade to the Taser 7 model, which offered seamless integration with the BWC system, ensuring automatic recording during critical incidents. This upgrade was part of a broader effort to unify the department's digital evidence management, transitioning from the Watch guard in-car video system to the Axon Fleet Camera System. This integration aimed to streamline the storage and processing of digital evidence, thereby reducing the potential for errors in public records requests.

The Axon Evidence.com platform became central to the department's operations, enabling the secure storage and sharing of digital evidence with legal stakeholders. The platform's features, including Axon Citizen and Axon Capture, further empowered officers to collect and manage digital evidence efficiently. The Axon Interview system also modernized the department's interview rooms, linking them directly to the Evidence.com database for real-time viewing and streamlined data management.

The current Axon contract represents a significant investment in the PPD's future. It encompassed a holistic approach to officer safety, evidence management, and public transparency, ensuring that the PPD remained at the forefront of law enforcement technology and public accountability. This contract was not merely a continuation of existing practices but a forward-looking strategy to enhance the PPD's operational capabilities and maintain its leadership in digital evidence management and public trust.

V. DISCUSSION:

The PPD is negotiating a new contract with Axon, aiming to integrate advanced technologies that will enhance officer safety and operational efficiency. Central to this new contract is upgrading the Taser 10, which offers improved accuracy and effectiveness in de-escalation scenarios. This move reflects the department's commitment to equipping its officers with state-of-the-art tools to manage confrontations safely and effectively.

In addition to the Taser 10, the PPD plans to implement the Fleet 3 in- car camera system, which will provide high-definition video capture with enhanced features such as automatic license plate recognition. This system is expected to improve transparency and accountability in police operations significantly. Another critical component of the contract is the Draft 1 artificial intelligence report assistant, designed to streamline report writing by providing officers with AI-driven suggestions, thereby reducing administrative burdens and allowing more time for community and data-driven policing strategies.

The contract also includes unlimited third-party storage and the integration of the Fusus real-time crime center. The former ensures that all data, including video and audio recordings, can be securely stored without limitations, ensuring cost mitigation of storage. At the same time, the latter offers a platform for real-time crime monitoring and coordination, enhancing the department's ability to respond swiftly to incidents in real time. Additionally, Axon VR training will provide immersive, scenario-based training for officers, promoting better decision-making in the field, while reducing training costs.

Moreover, the new contract will feature Axon Auto Transcription and Axon Community Request. Axon Auto Transcription will automate the transcription of recorded interviews and interactions, reducing administrative tasks for officers. The Axon Community Request feature will significantly enhance the department's ability to engage with the public by allowing officers to easily collect digital evidence from the community through a custom-built portal. This portal enables citizens to submit photos, videos, and other relevant information directly to the police, with all submissions managed and stored securely through Axon Evidence. This addition is a key step in fostering a more collaborative relationship between the police and the public, empowering the community to play an active role in public safety without jeopardizing personal data on their phones.

Locking in the Axon contract for 10 years offers a significant financial advantage by securing current pricing and avoiding the average annual increase of 4%. Over the course of a decade, this means substantial savings compared to the alternative of renegotiating or renewing at future, higher rates. By locking in now, the City ensures cost stability and predictability, protecting the PPD from rising costs while maintaining access to essential technology and services. This long-term commitment is a strategic investment in both fiscal responsibility and operational efficiency.

Together, these upgrades reflect the Pasco Police Department's forward looking approach to law enforcement, focusing on technology-driven solutions to enhance service delivery, transparency, and public trust.

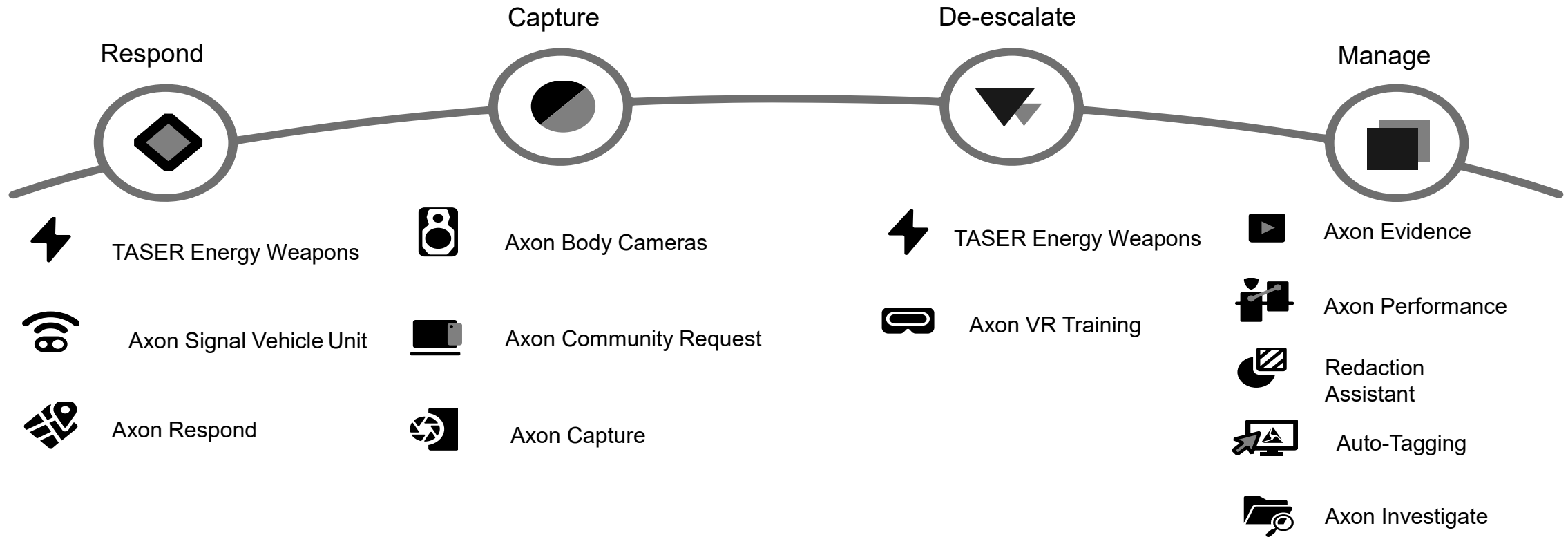


City of
Pasco

Pasco City Council Meeting

September 9, 2024

Officer Safety Plan



Officer Safety Plan

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TASER 10	Auto Tagging
Axon Body 4 and Respond +	Channel Services
Draft 1	My 90
Axon Records	Unlimited 3 rd Party Storage
Axon Standards	Axon VR Training
Axon Evidence	Axon Auto Transcribe
Axon Performance	Third Party Video Playback
Axon Community Request	Axon Investigate
Redaction Assistant	Fusus

OSP 10+ discount

~33%

Total 10-year savings
for 112 officers

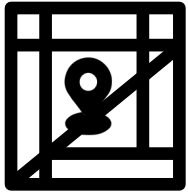
\$3,376,084.24

In savings

Axon Respond +



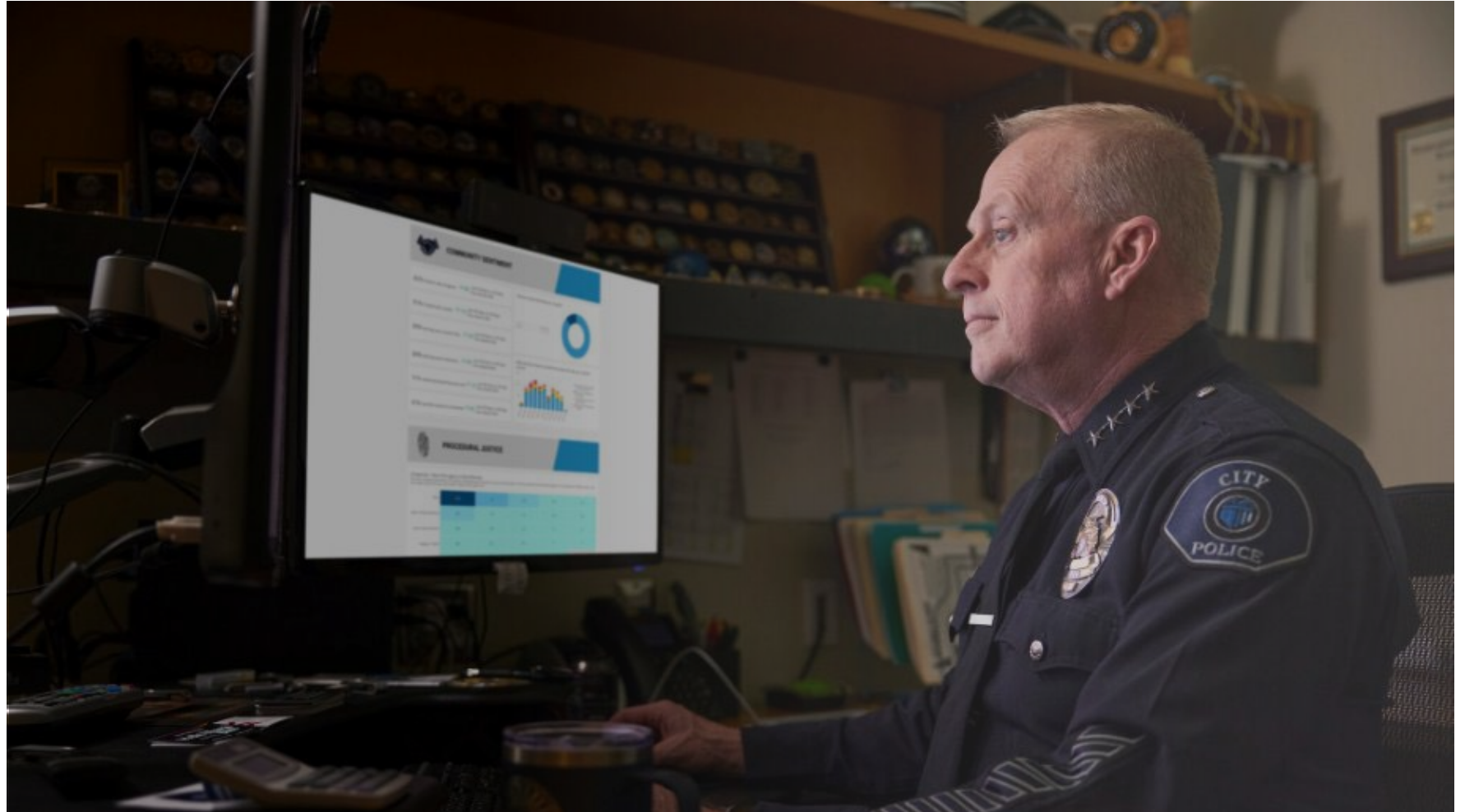
Live-
streaming



Live maps



Remote
evidence
upload



TASER 10



45-foot maximum range

10 individually targeted probes

Any-probe connect

Audible and visual warning alert

Integration with Axon VR

Enhanced weather resistance



Dual-View Camera

- Wide-angle and narrow-view cameras
- Edge AI processing in camera
- 12x digital zoom
- Can be mounted in front or rear windows



Interior Camera

- Color camera in light conditions
- Infrared illumination for night view
- Knee-to-head occupant visibility
- Can be used for transport and side windows



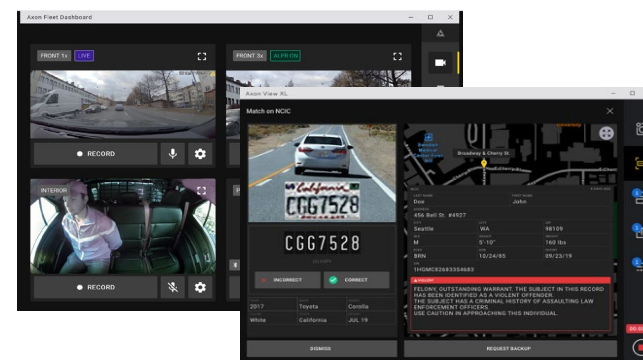
Hub

- Powers and handles data transmission from cameras
- Stores all evidence securely
- Automatic wireless upload through Cradlepoint router (LTE, WiFi)
- 240GB and 1.8TB SSD storage options



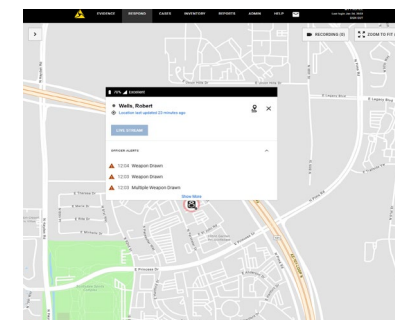
Exterior Camera

- Reliable exterior footage capture
- Rugged durability to withstand the elements
- Flexible mounting options



Dashboard App

- Available for Windows and Android (DeX)
- Interface for control, preview and tagging evidence for Fleet and BWC
- ALPR hotlist notification and response



Real-Time Connectivity

- Alerts
- Live maps of vehicle location
- Live-streaming

Fleet 3 Integrated ALPR

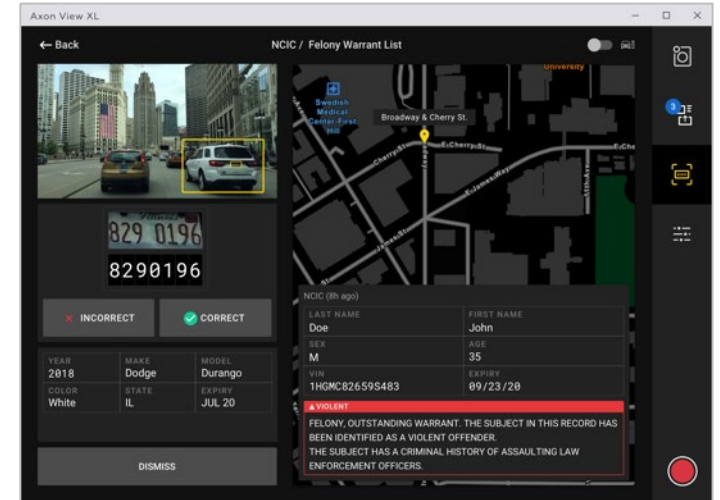
8X more plate reads for the same spend

Full-featured mobile ALPR

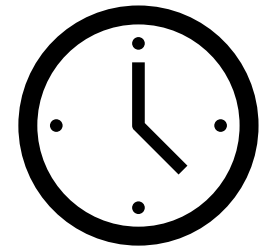
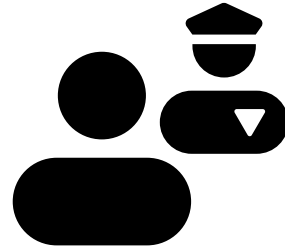
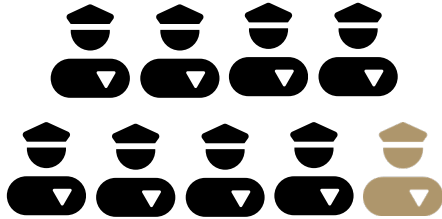
Deep search integrations with Flock Safety fixed ALPR system

Key features

- 3+ lanes covered by a single RGB camera
- Alerting: receive notifications for specific plates
- Toggle alerts on/off for specific categories, configurable retention
- Ethical design framework with security and privacy controls
- Paper plates and covered plates (Flock)



Draft One Report Writing



FORCE MULTIPLY YOUR OFFICERS

For every 8 officers who save an hour per shift on paperwork, your agency gains the equivalent of an **extra 8-hour shift** in the field.

INCREASE AND IMPROVE CALLS FOR SERVICE

More time for responding to calls where officers are **motivated to record all interactions** and speak with clarity to community members.

GENERATE HIGHER QUALITY REPORTS

Grammatically correct drafts with **concise summaries** for supervisors, the justice system and other key reviewers.

REDUCE BURNOUT AND TURNOVER

Officers will spend less time on paperwork and **more time doing meaningful work**, like keeping communities safe.

Axon Community Request



Individual invitations



Public portals



Triage tools



Secure audit trails



Axon Evidence integration



FUSUS Realtime Crime Center

INTELLIGENCE ASSETS

Single or Multi-Jurisdictional

City Assets



Aircraft Video Feeds



Fire Service



Vehicle Location
Services



fusus **CORE**

NVRs, DVRs & Doorbell Cameras
Dynamic & Covert Assets
Intelligent Store & Forward
AI At The Edge
Edge Storage



Body Cameras



Ambulance Service



Roadway ALPR



Roadway & City
IP Cameras:
Fixed & PTZ Cameras



Public Transport



In-Car ALPR Cameras

Community Assets



Residents



Schools & Universities



Workplaces



Government Buildings



Retail/Shops



Local Amenities



Hotels



Community Partners
(Charity Centers,
Youth Groups)



City of
Pasco

Pasco City Council Meeting

September 9, 2024



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-588250-45532.693MD

Issued: 08/28/2024

Quote Expiration: 09/28/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 186872

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Pasco Police Dept. - WA 215 W Sylvester St Pasco, WA 99301-5350 USA	Pasco Police Dept. - WA 215 W Sylvester St Pasco WA 99301-5350 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Dufford Phone: 7074802550 Email: mdufford@axon.com Fax:	WILLIAM PARRAMORE Phone: 5097278529 Email: parramorew@pasco-wa.gov Fax: (509) 545-3423

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Quote Summary

Program Length	120 Months
TOTAL COST	\$6,275,972.56
ESTIMATED TOTAL W/ TAX	\$6,748,552.72

Discount Summary

Average Savings Per Year	\$337,608.42
TOTAL SAVINGS	\$3,376,084.24

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$470,213.56	\$35,474.01	\$505,687.57
Jan 2026	\$470,697.96	\$35,437.91	\$506,135.87
Jan 2027	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2028	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2029	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2030	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2031	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2032	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2033	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2034	\$666,882.63	\$50,208.60	\$717,091.23
Total	\$6,275,972.56	\$472,580.16	\$6,748,552.72

Quote Unbundled Price:	\$9,652,056.80
Quote List Price:	\$7,686,269.60
Quote Subtotal:	\$6,275,972.56

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$13,563.00)	(\$13,563.00)	(\$1,207.11)	(\$14,770.11)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$49,681.00	\$49,681.00	\$4,421.61	\$54,102.61
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	120	\$549.65	\$390.20	\$333.17	\$3,918,079.20	\$297,439.42	\$4,215,518.62
Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	120	\$262.52	\$248.53	\$174.44	\$1,130,371.20	\$77,179.58	\$1,207,550.78
A la Carte Hardware									
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8			\$18.60	\$0.00	\$0.00	\$0.00	\$0.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	4			\$3,286.23	\$0.00	\$0.00	\$0.00	\$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4			\$64.00	\$0.00	\$0.00	\$0.00	\$0.00
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3			\$132.00	\$132.00	\$396.00	\$35.25	\$431.25
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3			\$243.31	\$243.31	\$729.93	\$64.97	\$794.90
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3			\$397.51	\$397.51	\$1,192.53	\$106.13	\$1,298.66
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3			\$685.49	\$685.49	\$2,056.47	\$183.03	\$2,239.50
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5			\$243.31	\$243.31	\$1,216.55	\$108.28	\$1,324.83
50298	AXON INTERVIEW - CAMERA - OVERT DOME	5			\$992.92	\$992.92	\$4,964.60	\$441.85	\$5,406.45
H00001	AB4 Camera Bundle	5			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	120		\$3,363.00	\$12.50	\$81,000.00	\$7,206.59	\$88,206.59
H00001	AB4 Camera Bundle	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$36.83	\$8,839.20	\$786.69	\$9,625.89
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	120		\$31.50	\$28.67	\$13,759.20	\$1,224.57	\$14,983.77
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	120		\$124.80	\$124.80	\$119,808.00	\$0.00	\$119,808.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	120		\$78.76	\$69.31	\$815,071.88	\$72,541.39	\$887,613.27
ProLicense	Pro License Bundle	20	120		\$48.47	\$48.02	\$115,248.00	\$10,257.07	\$125,505.07
A la Carte Services									
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
100682	AXON INTERVIEW - PSO - SITE VISIT	4			\$1,750.00	\$1,750.00	\$7,000.00	\$0.00	\$7,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$1,068.00	\$13,068.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	36		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	29	\$4.40	\$4.40	\$255.20	\$22.71	\$277.91
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	36	\$7.75	\$7.75	\$837.00	\$74.50	\$911.50
50448	AXON INTERVIEW - EXT WARRANTY	4	60	\$29.29	\$29.29	\$7,029.60	\$625.63	\$7,655.23
Total						\$6,275,972.56	\$472,580.16	\$6,748,552.72

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	6	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	5	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	98	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	98	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1960	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	590	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	89	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	9	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	98	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	17	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	01/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	54	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	54	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	72048	AXON FLEET 3 - SIM INSERTION - ATT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/01/2025
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	01/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	01/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	01/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	01/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	5	1	01/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	01/01/2025
A la Carte	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8	1	01/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	01/01/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	790	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	290	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	780	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	101	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	23	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	790	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	290	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	780	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	101	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	23	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	01/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	54	1	01/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	98	1	07/02/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	07/02/2032

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	23	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	101	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	10	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	23	1	01/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	101	1	01/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	10	1	01/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	54	1	01/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	01/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100801	AXON RECORDS - OSP LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	98	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	108	02/01/2025	01/31/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	02/01/2025	01/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	02/01/2025	01/31/2035
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	02/01/2025	01/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	02/01/2025	01/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/01/2025	01/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	02/01/2025	01/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	98
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	98

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	54
A la Carte	100682	AXON INTERVIEW - PSO - SITE VISIT	4
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	23	02/01/2025	01/31/2035
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	02/01/2025	01/31/2030
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	02/01/2025	01/17/2027
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	02/01/2025	01/31/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	02/01/2025	01/17/2027
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	02/01/2025	01/31/2028
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	02/01/2025	06/30/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	98	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	98	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	17	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	54	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	54	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/01/2026	01/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	215 W Sylvester St	Pasco	WA	99301-5350	USA
2	215 W Sylvester St	Pasco	WA	99301-5350	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$84,777.85	\$5,788.47	\$90,566.32
Fleet - Annual Payment 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$6,072.98	\$540.49	\$6,613.47
IR - Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,031.94	\$91.84	\$1,123.78
IR - Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$662.94	\$59.00	\$721.94
IR - Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$8,985.56	\$0.00	\$8,985.56
IR - Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	4	\$527.22	\$46.92	\$574.14
OSP - Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$50,798.61	\$4,521.07	\$55,319.68
OSP - Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$52.17	\$4.64	\$56.81
OSP - Annual Payment 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$244,190.61	\$18,537.60	\$262,728.21
OSP - Annual Payment 1	ProLicense	Pro License Bundle	20	\$7,182.72	\$639.26	\$7,821.98
OSP - Annual Payment 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$1.68	\$0.00	\$1.68
Upfront Hardware + PSO	100682	AXON INTERVIEW - PSO - SITE VISIT	4	\$7,000.00	\$0.00	\$7,000.00
Upfront Hardware + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$1,068.00	\$13,068.00
Upfront Hardware + PSO	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$1,192.53	\$106.13	\$1,298.66
Upfront Hardware + PSO	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$729.93	\$64.97	\$794.90
Upfront Hardware + PSO	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	\$1,216.55	\$108.28	\$1,324.83
Upfront Hardware + PSO	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$2,056.47	\$183.03	\$2,239.50
Upfront Hardware + PSO	50298	AXON INTERVIEW - CAMERA - OVERT DOME	5	\$4,964.60	\$441.85	\$5,406.45
Upfront Hardware + PSO	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	\$396.00	\$35.25	\$431.25
Upfront Hardware + PSO	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$255.20	\$22.71	\$277.91
Upfront Hardware + PSO	85055	AXON BODY - PSO - FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	5	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$49,681.00	\$4,421.61	\$54,102.61
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$13,563.00)	(\$1,207.11)	(\$14,770.11)
Total				\$470,213.56	\$35,474.01	\$505,687.57

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$84,777.83	\$5,788.47	\$90,566.30
Fleet - Annual Payment 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$6,072.98	\$540.49	\$6,613.47
IR - Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,031.94	\$91.84	\$1,123.78
IR - Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$662.94	\$59.00	\$721.94
IR - Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$8,985.60	\$0.00	\$8,985.60
IR - Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	4	\$527.22	\$46.92	\$574.14
OSP - Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$61,961.48	\$5,514.57	\$67,476.05
OSP - Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$63.63	\$5.66	\$69.29
OSP - Annual Payment 2	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$297,851.17	\$22,611.22	\$320,462.39
OSP - Annual Payment 2	ProLicense	Pro License Bundle	20	\$8,761.12	\$779.74	\$9,540.86
OSP - Annual Payment 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.05	\$0.00	\$2.05
Total				\$470,697.96	\$35,437.91	\$506,135.87

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 3	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 3	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 4	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 4	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 5	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 5	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 6	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 6	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 6	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 6	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 7	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 7	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 7	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 7	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 7	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 8	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
IR - Annual Payment 8	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 8	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 8	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 8	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 9	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 9	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 9	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 9	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 9	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.26	\$128,302.20
Fleet - Annual Payment 10	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.71	\$9,369.09
IR - Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.12	\$1,592.04
IR - Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.56	\$1,022.72
IR - Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 10	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.50	\$813.40
OSP - Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.21	\$95,602.22
OSP - Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.06	\$98.21
OSP - Annual Payment 10	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.43	\$454,041.07
OSP - Annual Payment 10	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.75	\$13,517.77
OSP - Annual Payment 10	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.60	\$717,091.23

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-316163, Q-339622, Q-363861, Q-392391, Q-395673, Q-401400, Q-458554, Q-527253, Q-548482, Q-254526

Agency is terminating those contracts effective 2/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$36,117.77

100% discounted BWC Camera Hardware and Fleet Camera hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-254526, Q-316163, Q-339622, Q-363861, Q-392391, Q-395673, Q-401400, Q-458554. All Fleet and BWC TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Quotes Q-588250, Q-573765, Q-573791, Q-57380, and Q-573816 are contingent upon the execution of each other.

Signature

Date Signed

8/28/2024



2024-2025 City Council Goals

QUALITY OF LIFE

Promote a high-quality of life through quality programs, services and appropriate investment and re- investment in community infrastructure.

FINANCIAL SUSTAINABILITY

Enhance the long-term viability, value, and service levels of services and programs.

COMMUNITY TRANSPORTATION NETWORK

Promote a highly functional multi-modal transportation system.

COMMUNITY SAFETY

Implement targeted strategies to reduce crime through strategic investments in infrastructure, staffing, and equipment.

ECONOMIC VITALITY

Promote and encourage economic vitality.

CITY IDENTITY

Identify opportunities to enhance City of Pasco identity, cohesion, and image.

2024-2025

METAS DEL CONCEJO MUNICIPAL

CALIDAD DE VIDA

Promover una alta calidad de vida a través de programas, servicios y inversión apropiada y reinversión en la comunidad infraestructura comunitaria.

SOSTENIBILIDAD FINANCIERA

Promover viabilidad financiera a largo plazo, valor, y niveles de calidad de los servicios y programas.

RED DE TRANSPORTE DE LA COMUNIDAD

Promover un sistema de transporte multimodal altamente funcional.

SEGURIDAD DE NUESTRA COMUNIDAD

Implementar estrategias específicas para reducir la delincuencia por medios de inversiones estratégicas en infraestructura, personal y equipo.

VITALIDAD ECONOMICA

Promover y fomentar vitalidad económica.

IDENTIDAD COMUNITARIA

Identificar oportunidades para mejorar la identidad comunitaria, la cohesión, y la imagen.