



AGENDA

City Council Workshop Meeting

7:00 PM - Monday, March 9, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

Page

1. **MEETING INSTRUCTIONS for REMOTE ACCESS** - Individuals, who would like to provide public comment remotely, may continue to do so by filling out the online form via the City's website (www.pasco-wa.gov/publiccomment) to obtain access information to comment. Requests to comment in meetings must be received by 4:00 p.m. on the day of this workshop.

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 1-332-249-0718 and use access code 393 271 316#.

Audio equipment available for the hearing impaired; contact the 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.)

2. **CALL TO ORDER**
3. **ROLL CALL**
 - (a) **Pledge of Allegiance**
4. **VERBAL REPORTS FROM COUNCILMEMBERS**
5. **EXECUTIVE SESSION**
 - (a) **Discussion with legal counsel about current or potential**

litigation per RCW 42.30.110(1)(i) (10 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.

- 3 - 21 (a) **Water Use Efficiency Program Element of the Water System Plan (10 minute staff presentation)**
Presentation by Ryan Withers, PE, RH2 Engineering, Inc, the consultant for the Water System Plan update.
- 22 - 36 (b) **Comprehensive Plan - Economic Development Element Discussion (10 minute staff presentation)**
- 37 - 58 (c) **Q Ordinance - Amending the Zoning Classification of certain real property located north of W. Agate St., south of W Pearls St., west of N. 6th Ave and east N. 5th Ave, in Pasco, Franklin County, Washington from C-1 (Retail Business) to R-1 (Low Density Residential) (5-minute Staff Presentation)**
- 59 - 87 (d) **Resolution - Franklin County Conservation District - Annexation and Shrub Steppe Mitigation ILA (5 minute staff presentation)**
- 88 - 117 (e) **Resolution - Broadmoor TIF AREA - Amendment No. 6 with PBS for Engineering Services (5 minute staff presentation)**

7. MISCELLANEOUS COUNCIL DISCUSSION

8. EXECUTIVE SESSION

- (a) **To consider site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) (7 minutes)**

9. ADJOURNMENT

10. ADDITIONAL NOTES

- 118 - 119 (a) **Adopted Council Goals (Reference Only)**

AGENDA REPORT

FOR: City Council

TO: Harold Stewart, City Manager

City Council Workshop
Meeting: 3/9/26

FROM: Maria Serra, Director
Public Works

SUBJECT: Water Use Efficiency Program Element of the Water System Plan

I. ATTACHMENT(S):

Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Presentation by Ryan Withers, PE, RH2 Engineering, Inc, the consultant for the Water System Plan update.

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

Background

The Water Use Efficiency (WUE) Rule was implemented as part of the 2003 Municipal Water Law. It exists to help reduce the demand that growing communities place on our State's water resources. This rule applies to all municipal water suppliers and requires that the suppliers meter all service connections, maintain less than 10% distribution system leakage, maintain a WUE program, and evaluate WUE measures.

Impact (other than fiscal)

The WUE program is an essential element within the Water System Plan, which is currently under development for completion in 2027.

V. DISCUSSION:

Recommendation

No formal action is requested at this time. Staff requests Council's feedback

regarding proposed measures and goals.

Constraints (time or other considerations)

The WUE goals must be updated every 10 years as part of Water System Plan updates.

Next Steps

Based on Council's input, the project team will confirm measures for moving forward. A public forum will be held in May of 2026 and staff will return for City Council to adopt WUE goals at a meeting in summer of 2026.

Alternatives

- Council may suggest additional measures for consideration.

City of Pasco



Water Use Efficiency Program Introductory Presentation

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Ryan Withers, PE **RH2**

Water Use Efficiency (WUE) Rule

- Implemented as part of the 2003 Municipal Water Law
- Goal is to help reduce the demand growing communities place on our State's water resources
- Applies to all municipal water suppliers



WUE Rule Requirements

- Meter all service connections
- Maintain less than 10% distribution system leakage
- Maintain a WUE Program
- Evaluate WUE measures



WUE Program

- Identify measures to implement
- Identify goals for reduced water usage



Why Conserve?

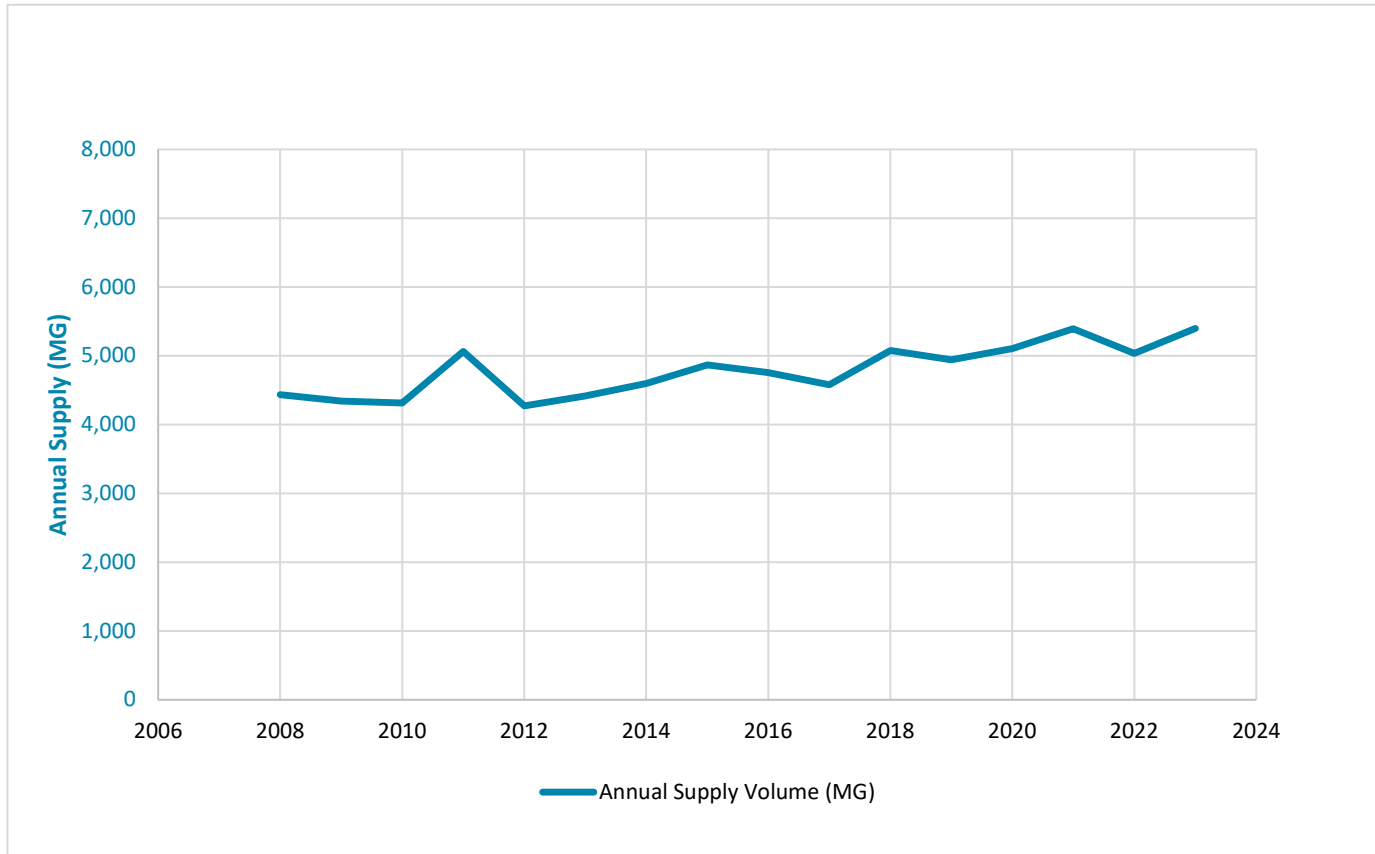
- Limited and expensive water rights
- Extend existing supply capacity
- Less water use = lower water bills



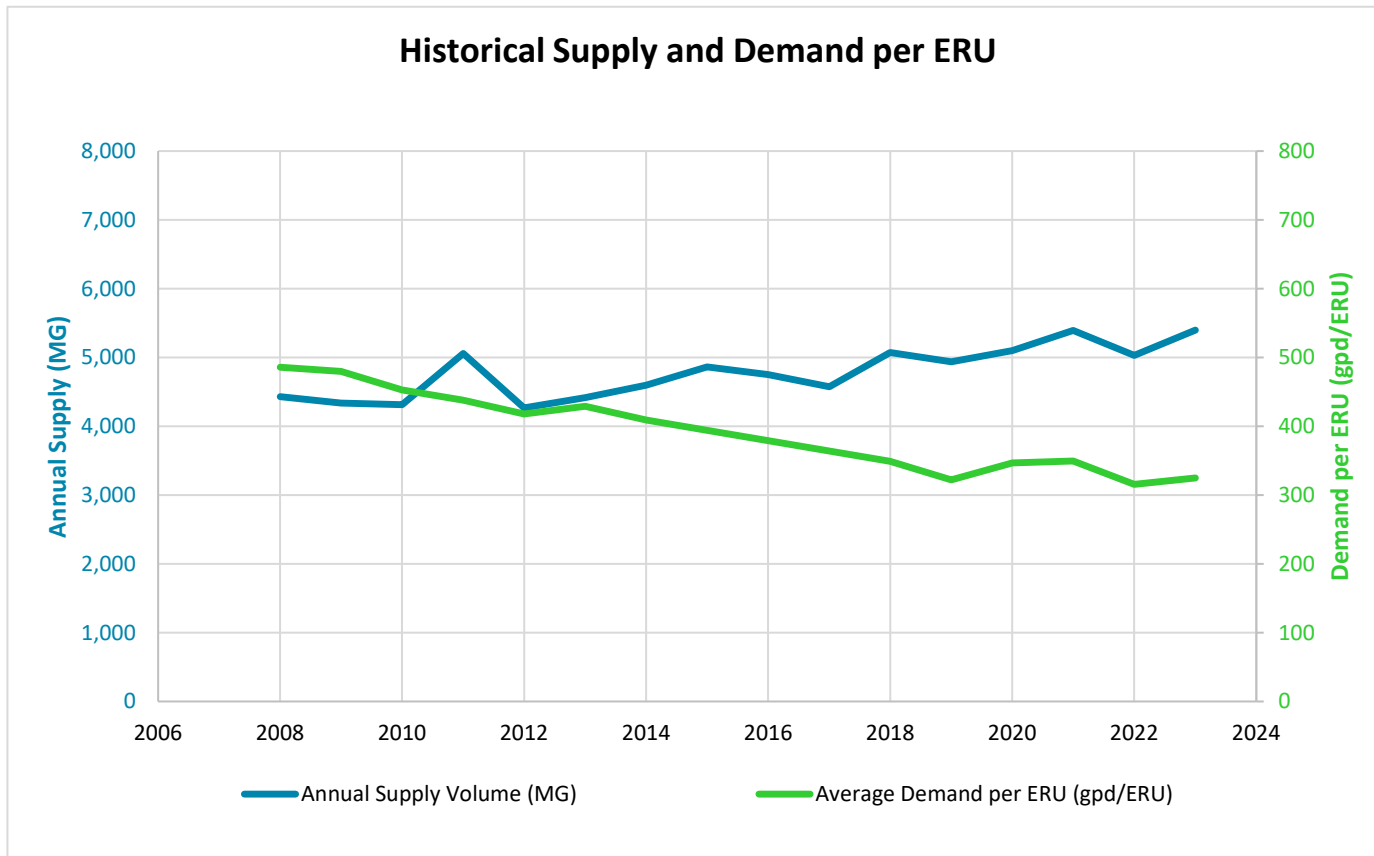
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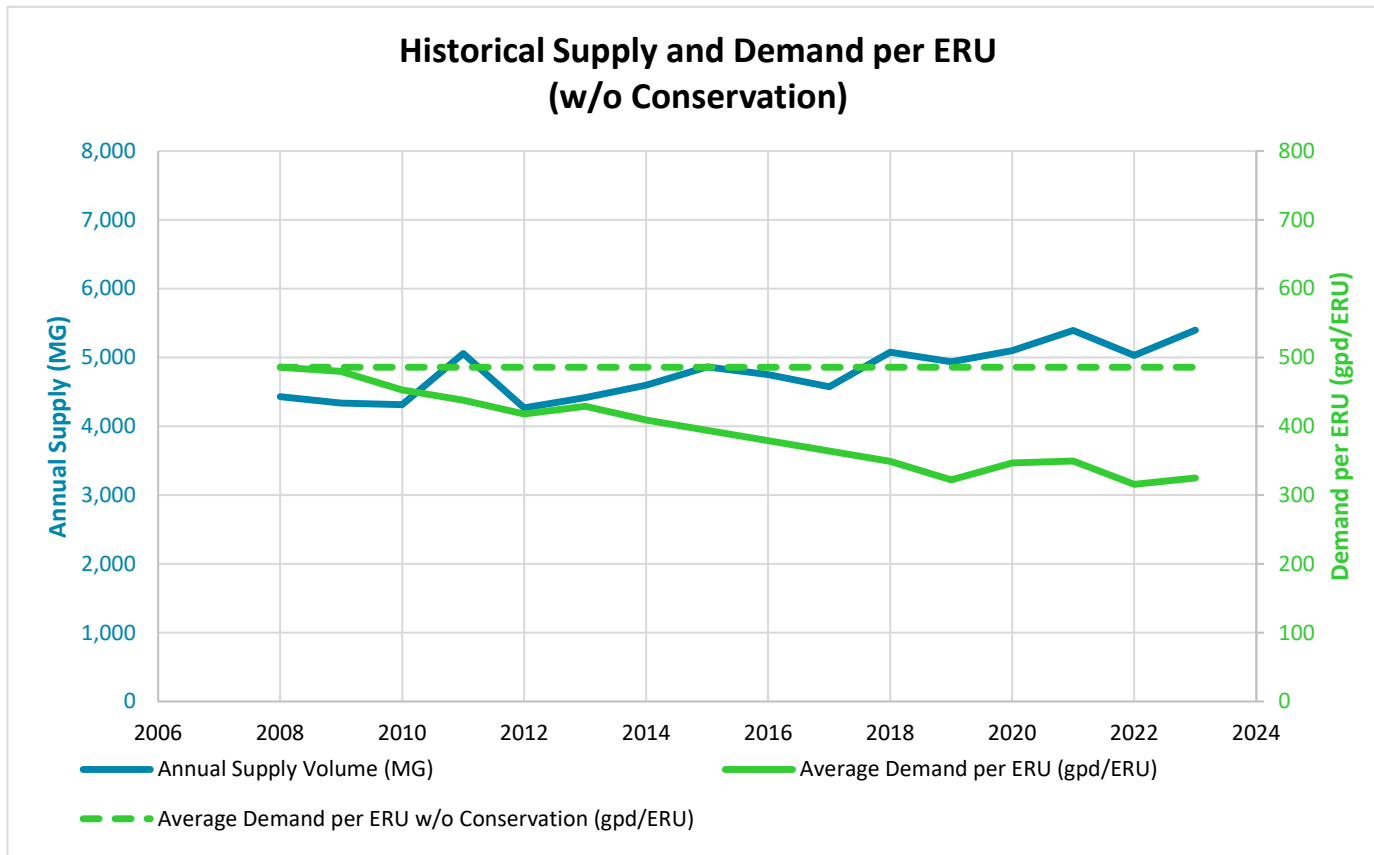
Historical Supply and Demand Patterns



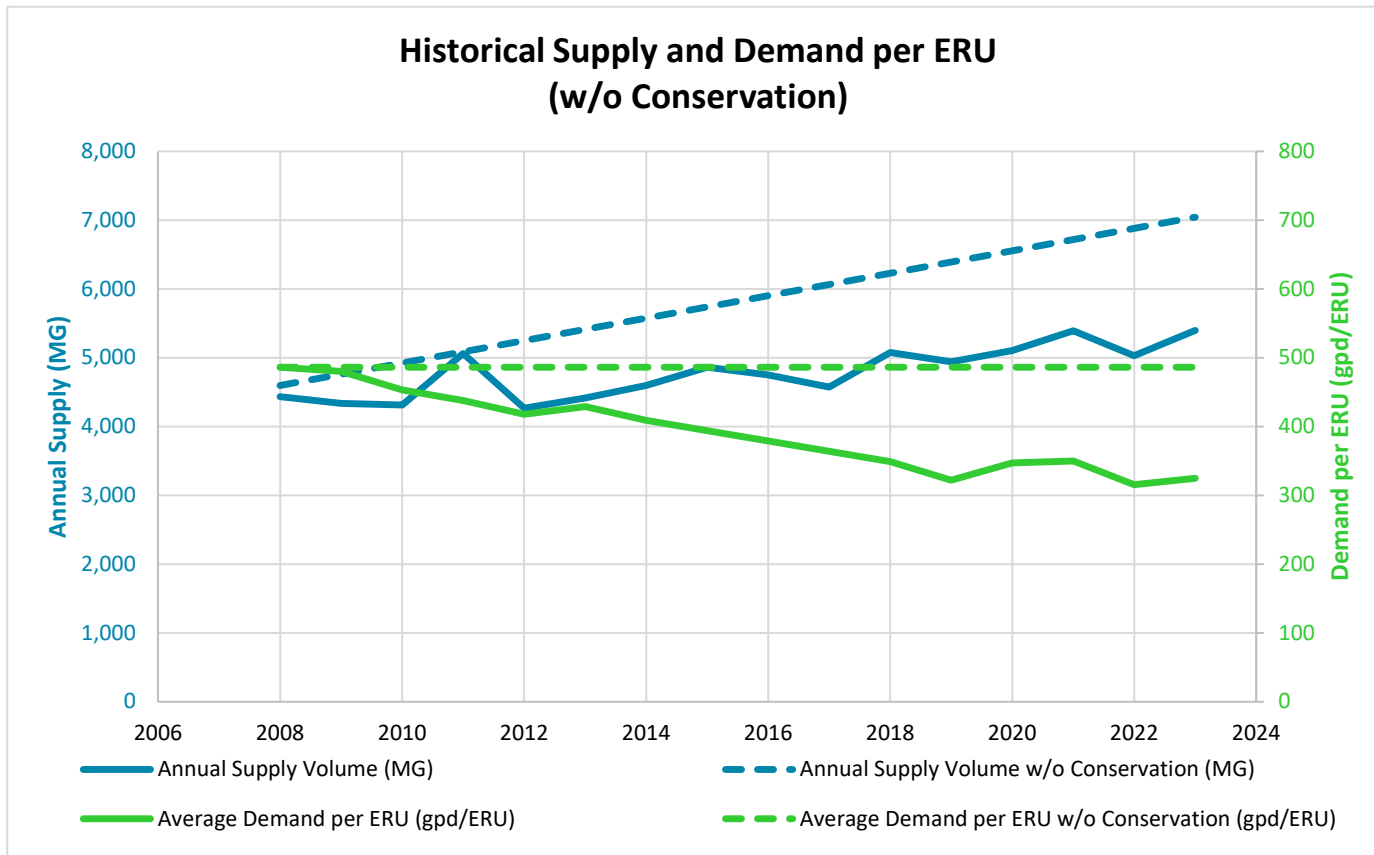
Demand per ERU



Demand per ERU



Demand per ERU



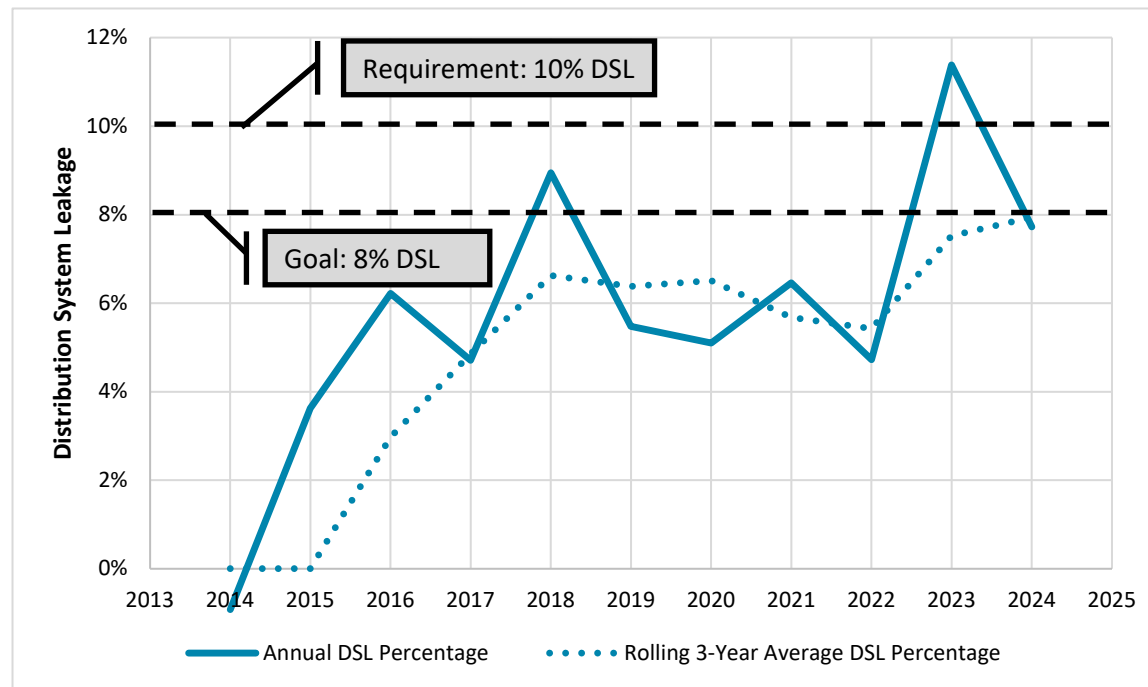
Previous WUE Program

- Presented in City's 2019 WSP
 - Complies with DOH's WUE requirements
 - Implement smart meters
 - Maintain 470 gpd/ERU
 - Update the large water user audit program
 - Encourage xeriscaping
 - Offer plumbing retrofit kits
 - Perform water conservation education
 - Maintain 8% or less distribution system leakage (DSL)



Distribution System Leakage

- Goal: 8% or less
- DOH Requirement: 10% or less



2026 WUE Program

- Recommended Measures
 - Water conservation education (Conservation District and Annual Consumer Conservation Report)
 - Water bill showing consumption history
 - Notify customers about suspected leaks
 - Continue providing free low-flow plumbing fixtures
 - High efficiency showerheads
 - Bathroom faucet aerators
 - Toilet leak detection tablets and tank banks
 - Voluntary lawn watering calendar



2026 WUE Program

- Considered, but not recommended measures
 - Mandatory lawn watering calendar
 - Water main leak detection
 - Tiered rate structure



WUE Goals

- Proposed 2026 WUE Goals
 - Reduce average day demand per ERU from 330 gallons to 300 gallons by 2036
 - Would result in 2 MGD of reduced water use
 - Maintain distribution system leakage of 10% or less



WUE Program Next Steps

- Consider Council feedback
- Update WUE measures and goals
- Hold public forum to solicit feedback (May 2026)
- City Council to adopt WUE goals at future meeting (summer 2026)
- Submit annual WUE performance reports to DOH
- Update WUE goals every 10 years as part of Water System Plan updates



Questions?



AGENDA REPORT

FOR: City Council February 9, 2026

TO: Harold Stewart, City Manager City Council Workshop
Meeting: 3/9/26

FROM: Haylie Matson, Director
Community & Economic Development

SUBJECT: Comprehensive Plan - Economic Development Element Discussion

I. ATTACHMENT(S):

Powerpoint

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

No direct fiscal impact from this discussion.

IV. HISTORY AND FACTS BRIEF:

The existing Economic Development Element establishes economic development as an ongoing City priority focused on supporting business growth, infrastructure investment, and regional partnerships. The element emphasizes maintaining adequate commercial and industrial land supply, encouraging redevelopment, promoting tourism and downtown revitalization, and coordinating with partners such as the Port of Pasco and Tri-Cities economic development organizations. It also highlights the importance of infrastructure, transportation access, and the Tri-Cities Airport in supporting long-term economic growth.

While the existing Economic Development Element focuses on business recruitment, infrastructure coordination, land supply, and regional partnerships, recent engagement identified opportunities to strengthen the element by addressing economic diversification and higher-wage job growth, retail leakage, infrastructure capacity constraints, healthcare access, tourism and recreation-based economic activity, permitting efficiency, and Pasco's long-term economic identity as a growing regional city.

As part of the Comprehensive Plan periodic update, the City is updating its Economic Development Element to ensure policies align with Pasco's growth, infrastructure capacity, workforce needs, and long-term economic vision.

To inform this work, the City has gathered input through multiple engagement efforts, including:

- Internal staff coordination meetings
- Meetings with the City's Comprehensive Plan consultants
- Planning Commission discussions
- Stakeholder conversations
- Public outreach conducted as part of the Comprehensive Plan update

The themes below reflect common topics and priorities identified through these discussions. These themes are anticipated to be addressed in the updated Economic Development Element and future implementation strategy.

Impact (other than fiscal)

Updating the Economic Development Element will help align land use, infrastructure planning, and economic development priorities with Pasco's long-term growth and community vision, while providing policy guidance for future business development and investment decisions.

V. DISCUSSION:

The following themes were identified through internal coordination, consultant engagement, Planning Commission discussion, and public outreach conducted as part of the Comprehensive Plan update process. These themes are intended to guide development of policies within the Economic Development Element and inform future implementation priorities.

Economic Diversification and Higher-Wage Jobs

Diversifying Pasco's economy and supporting higher-wage employment opportunities emerged as a key theme during the engagement process. While agriculture and food processing remain foundational to the local economy, there is interest in supporting growth in sectors such as advanced manufacturing, aerospace, healthcare, and professional services. Workforce development partnerships and investments in facilities such as the AIM Center were identified as important components of this effort.

Retail Development and Commercial Land Supply

Retail and commercial development has not kept pace with population growth, contributing to retail leakage to neighboring communities. Preserving adequate commercial and industrial land capacity is important to supporting future job creation, tax base stability, and long-term economic resilience.

Infrastructure Capacity and Economic Growth

Infrastructure planning continues to be closely tied to economic development. Key considerations for future industrial and commercial growth include power capacity, water rights, wastewater capacity, and transportation systems. Electrical substation capacity in Franklin County has been identified as a regional constraint that may affect future development opportunities.

Healthcare Access and Regional Services

Healthcare access was identified as both an economic development and quality-of-life consideration. While Pasco has experienced growth in clinics and outpatient services, long-term planning discussions have identified the potential need for expanded regional hospital capacity, particularly on the west side of the city as population continues to grow.

Tourism, Recreation, and Downtown Revitalization

Tourism and recreation represent opportunities to strengthen Pasco's economic identity. Sports tourism, event-based economic activity, and improved connections between recreation facilities, commercial districts, and the Columbia River have been identified as potential areas of focus. Planning Commission discussion also emphasized the Columbia River as a major community asset that could be more prominently incorporated into the City's economic development vision. Implementation of the Downtown Master Plan remains an important component of strengthening the downtown business environment.

Permitting Efficiency and Customer Service

Pasco's permitting efficiency and customer service were consistently identified as competitive advantages. Continued improvements to online permitting systems, payment options, and internal coordination remain important tools for supporting business investment and development activity.

Defining Pasco's Economic Identity and Vision

As Pasco continues to grow, engagement conducted through the Comprehensive Plan update highlighted the importance of clearly defining the City's long-term economic identity and vision. Historically viewed as a smaller agricultural community, Pasco is increasingly functioning as a major regional city. Aligning land use decisions, infrastructure investments, and economic development policies with that evolving identity will be an important component of the Economic Development Element.

Implementation Considerations

The updated Economic Development Element is anticipated to include policy direction supporting development of a more formal economic development strategy. This strategy could focus on business retention, industry diversification, infrastructure coordination, and partnerships with regional organizations such as the Port of Pasco, Franklin PUD, TRIDEC, Visit Tri-

Cities, and regional chambers of commerce.

Recommendation

Staff seek Council input on any economic development topics not addressed in this report. All feedback is welcome.

Constraints (time or other considerations)

The Economic Development Element must be completed by the end of the year as part of the City's Comprehensive Plan periodic update.

Next Steps

Staff will continue drafting the Economic Development Element using the themes identified through engagement and will return to Council for additional policy direction as the Comprehensive Plan update progresses.

Alternatives

One option (not recommended by staff) is to prepare the Economic Development Element to satisfy minimum state requirements rather than developing a Pasco-specific element supported by an implementation strategy.



Pasco City Council

**Comprehensive Plan -
Economic
Development
Element Discussion**

March 9, 2026



OVERVIEW

- Background**
- Economic Development Themes**
- Feedback & Next Steps**

ECONOMIC DEVELOPMENT THEMES

Economic Diversification and Higher-Wage Jobs



ECONOMIC DEVELOPMENT THEMES

Retail Development and Commercial Land Supply

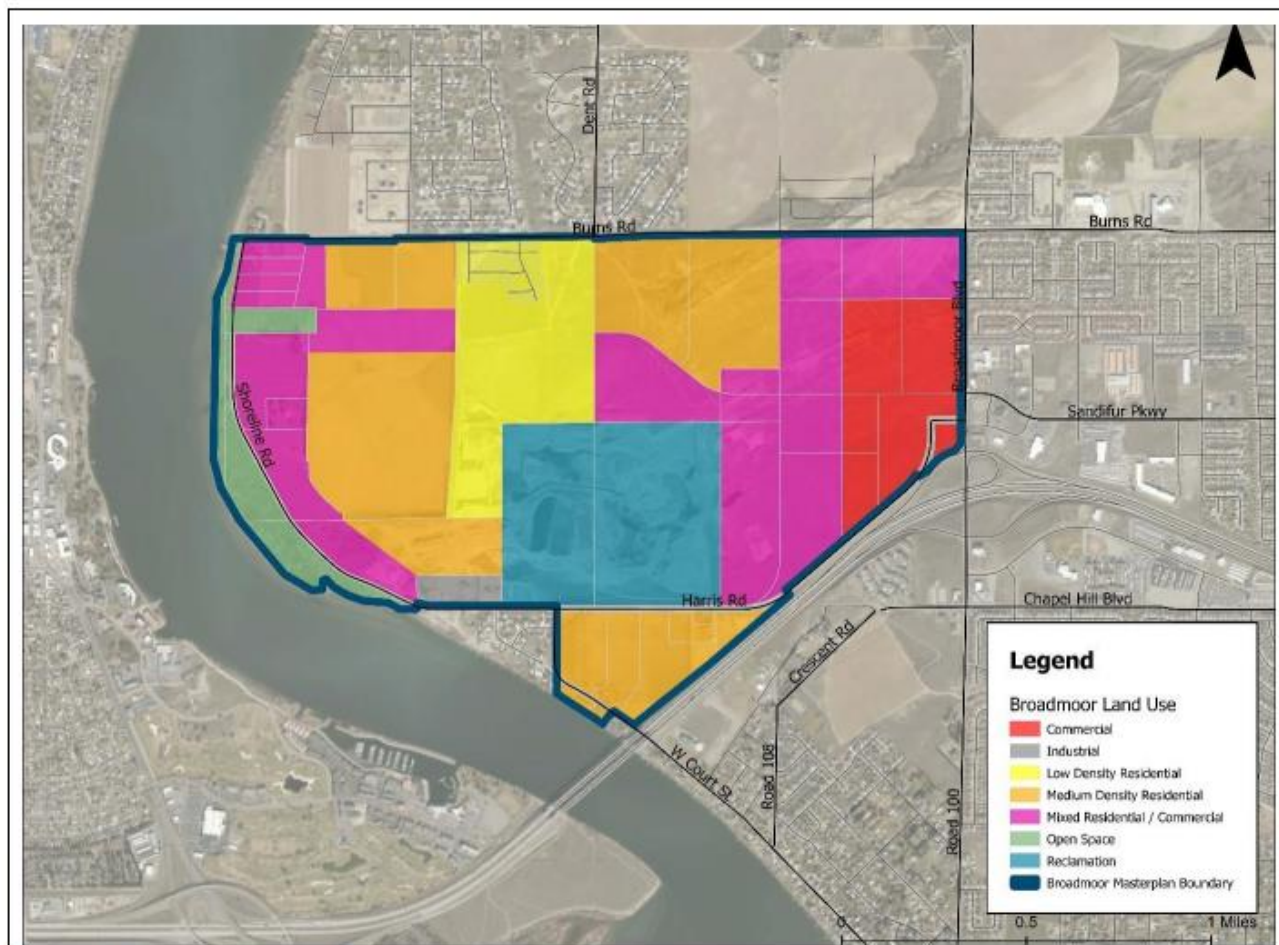


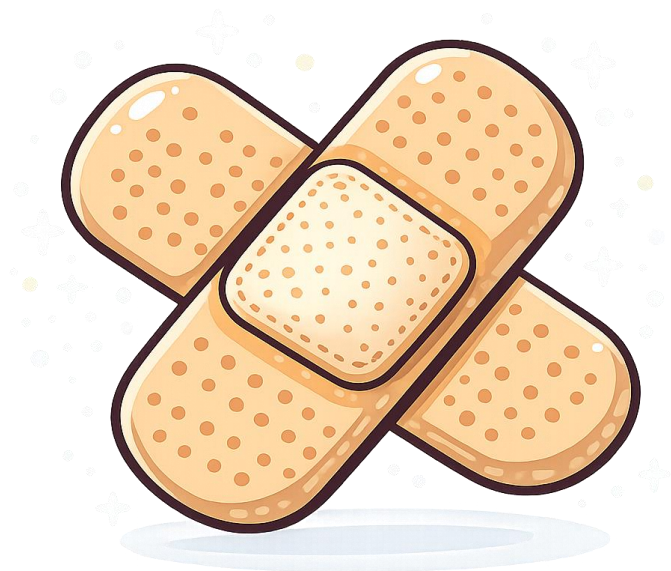
FIGURE 2-1: PROPOSED LAND USE IN BROADMOOR

ECONOMIC DEVELOPMENT THEMES



Infrastructure Capacity and Economic Growth

Healthcare Access and Regional Services



ECONOMIC DEVELOPMENT THEMES



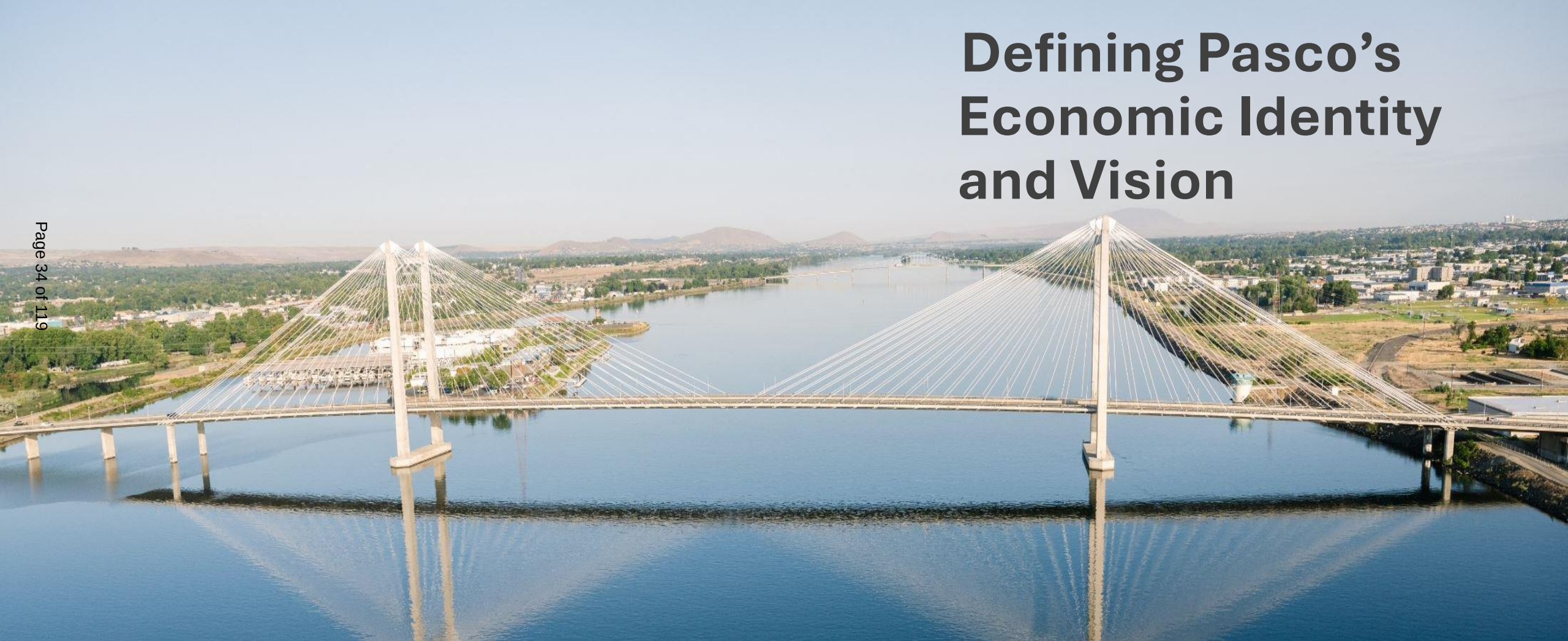
**Tourism, Recreation,
and Downtown
Revitalization**

ECONOMIC DEVELOPMENT THEMES



**Permitting Efficiency
and Customer
Service**

Defining Pasco's Economic Identity and Vision





Implementation Considerations

Pasco Comprehensive Plan Update



Questions?

AGENDA REPORT

FOR: City Council February 4, 2026

TO: Harold Stewart, City Manager City Council Workshop
Meeting: 3/9/26

FROM: Haylie Matson, Director
Community & Economic Development

SUBJECT: Q Ordinance - Amending the Zoning Classification of certain real property located north of W. Agate St., south of W Pearls St., west of N. 6th Ave and east N. 5th Ave, in Pasco, Franklin County, Washington from C-1 (Retail Business) to R-1 (Low Density Residential) (5-minute Staff Presentation)

I. ATTACHMENT(S):

Draft Ordinance
Hearing Examiner Decision
Workshop Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

Background:

The subject site was annexed into the City of Pasco on March 15, 1949.

Historically, the property has been used as a church and housed a religious non-profit until 2023.

On November 4, 2025, Y E Martin Zavala Sosa, the property owner, submitted an application to rezone Parcel No. 113391027. Public notice was mailed on November 26, 2025, to property owners within 300 feet of the proposed site and published in the Herald on November 26, 2025. On December 10, 2025, the Hearing Examiner conducted a public hearing to review the request to rezone the parcel from C-1 to R-1, as illustrated on the proposed zoning map

(Exhibit B). In accordance with Pasco Municipal Code (PMC) Subsection 25.210.060(2), the Hearing Examiner recommended approval of the rezone on December 18, 2025, finding it consistent with the Comprehensive Plan, and forwarded the recommendation to the City Council for final consideration.

No appeals of this recommendation have been received.

Surrounding properties are zoned and developed as follows:

North: R-1 Low Density Residential

East: C-3 General Business

South: R-1 Low Density Residential

West: R-1 Low Density Residential

Impact (other than fiscal):

The Pasco City Council has made community safety a priority. The property being discussed has been empty since 2023, which can make it more likely to attract vandalism or graffiti. Changing the zoning from C-1 to R-1 would give the property owner more options to use the building, which could help reduce these safety concerns.

V. DISCUSSION:

Conclusion & Recommendation:

Staff and the Hearing Examiner find that the requested rezoning is consistent with the Comprehensive Plan. The proposal supports orderly growth, aligns with long-term development objectives, and provides a framework for future residential development while ensuring that any future projects will be reviewed for compliance and potential mitigation. Accordingly, both Staff and the Hearing Examiner recommend that the City Council approve the requested rezones through the associated Ordinance.

Constraints (Time or other considerations):

The city is required to issue a decision within 120 days from date of complete application in accord with Title 4 of the PMC. The applicant was issued a Notice of Complete Application on December 10, 2025. Although the statutory deadline has not yet arrived, staff respectfully recommends that the City Council proceed with a timely review and processing of the application to ensure orderly consideration and to serve the best interests of the community.

Staff Analysis & Hearing Examiner Findings:

Following the conclusion of an open record hearing on the properties rezone petition, the Hearing Examiner shall issue findings and conclusions based on the record, pursuant to PMC Subsection 25.210.060(1)(a) through (e), applying the initial review criteria set forth in PMC Section 25.210.030. The findings and conclusions are as follows:

(a) The proposal is in accord with the goals and policies of the Comprehensive Plan

The Comprehensive Plan designates the site as Low Density Residential. The requested zoning is consistent with this designation and supports policies promoting development, the future extension of City infrastructure, and balanced residential growth.

(b) The effect of the proposal on the immediate vicinity will be materially detrimental

The proposed zoning is compatible with the Comprehensive Plan. Surrounding developments to the south and west are consistent with the density outlined in the comprehensive plan of 3 to 6 dwelling units per acre, development to the north exceeds the 3 to 6 dwelling unit density as it has been developed into an apartment complex. Future development will be required to comply with City regulations for buffering, traffic, and setbacks, ensuring that potential impacts are minimized.

(c) There is merit and value in the proposal for the community as a whole

Applying zoning consistent with the Comprehensive Plan creates opportunities for housing development, supports the efficient extension of infrastructure, and promotes balanced growth. The proposal advances the City's long-term goals.

(d) Conditions should be imposed in order to mitigate any significant adverse impacts from the proposal

No conditions are necessary as part of this rezone request. The application, as well as any future development, will be subject to the applicable provisions of the PMC and the City of Pasco Design and Construction Standards.

(e) A concomitant agreement should be entered into between the City and the petitioner, and, if so, the terms and condition of such an agreement

A concomitant agreement is not necessary for this proposal. The requested rezoning complies with all applicable City standards and requirements without the need for additional terms or conditions beyond those already provided in the PMC and adopted development regulations.

Next Steps:

If the Ordinance is adopted, the City Clerk's Office will record it with the Franklin County Auditor, and staff will issue a Notice of Decision to all affected parties.

Alternatives:

In accordance with PMC Section 25.210.080, if the City Council determines by majority vote that further review is warranted, a closed record hearing is required, and at least 14 days' notice shall be given prior to the hearing. At the conclusion of the hearing, the Council may approve the reclassification with or

without modifications, enter into a concomitant agreement with the petitioner, or deny the reclassification. The Council may adopt the Hearing Examiner's findings and conclusions or formulate alternative findings to support its decision to approve, modify, or deny the application.

FILED FOR RECORD AT REQUEST OF:

City of Pasco, Washington

WHEN RECORDED RETURN TO:

City of Pasco, Washington

Attn: City Clerk

525 North 3rd Avenue

Pasco, WA 99301

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED NORTH OF W. AGATE ST., SOUTH OF W PEARLS ST., WEST OF N. 6TH AVE AND EAST N. 5TH AVE, IN PASCO, FRANKLIN COUNTY, WASHINGTON FROM C-1 (RETAIL BUSINESS) TO R-1 (LOW DENSITY RESIDENTIAL); PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Y. E. Martin Zavala Sosa, the petitioner seeks to rezone Parcel No. 113391027, located at 1734 N 5th Ave, Pasco, Washington; and

WHEREAS, a complete and adequate petition for change of zoning classification meeting the requirements of Pasco Municipal Code (PMC) Section 25.210.030 was received by the City of Pasco (City) and, after notice was issued under PMC Section 25.210.040, an open record hearing was conducted by the Pasco Hearing Examiner upon such petition on December 10, 2025; and

WHEREAS, based upon substantial evidence and demonstration of the Petitioner that: (a) the proposal is in accord with the goals and policies of the adopted Comprehensive Plan; (b) the effect of the proposal on the immediate vicinity is not materially detrimental; (c) there is merit and value in the proposal for the community as a whole; (d) any impacts of the rezone application and anticipated development will be mitigated by the regulations and requirements of the Pasco Municipal Code and the City of Pasco Design and Constructions Standards; (e) a concomitant agreement is not required under these circumstances; and (f) the proposal is consistent with and satisfies all criteria in PMC Section 25.210.060; the Hearing Examiner issued findings and a recommendation to approve the rezone which is incorporated by reference as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The Pasco City Council hereby adopts the above recitals, together with the content of the associated Agenda Bill, as findings in support of this ordinance. Further, the Pasco City Council adopts the findings and recommendation of the Hearing Examiner, which is hereby incorporated by reference as **Exhibit A**, as findings in support of this ordinance.

Section 2. That the Zoning Ordinance for the City of Pasco, Washington, and the Zoning Map, accompanying and being part of said Ordinance shall be and hereby is changed from C-1 (RETAIL BUSINESS) to R-1 (LOW DENSITY RESIDENTIAL) for the real property as shown in the **Exhibit B** attached hereto and described as follows:

LOTS 4,5,6, BLOCK 1, HOLT'S ADDITION TO PASCO, ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME B OF PLATS, PAGE 72,
RECORDS OF FRANKLIN COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF FRANKLIN, STATE OF WASHINGTON.

SUBJECT TO: THIS CONVEYENCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

Section 3. 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 4. 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 5. 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 this ____ day of _____,
202__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Published: _____

**CITY OF PASCO
LAND USE HEARING EXAMINER**

IN THE MATTER OF	)	RECOMMENDED FINDINGS OF
	)	FACT, RECOMMENDED
	)	CONCLUSIONS OF LAW,
Z2025-010	)	RECOMMENDED DECISION AND
Zavala Sosa Rezone	)	RECOMMENDED CONDITIONS
		OF APPROVAL

THIS MATTER having come on for hearing in front of the City of Pasco Hearing Examiner on December 10 2025, the Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Recommended Conclusions of Law, Recommended Decision and Recommended Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. APPLICANTS: Y E Martin Zavala Sosa, 4012 Yuma Dr., Pasco WA 99301
2. REQUEST: Rezone: Recommendation to rezone C-1 (General Commercial) to R-1 (Low Density Residential).
3. TIMELINE
 - 3.1. November 4, 2025 Application Submitted.
 - 3.2. November 26, 2025 Application Deemed Complete.
 - 3.3. November 26, 2025 Application Noticed for Public Hearing to Property Owners within 300 feet.
 - 3.4. November 26, 2025 Application Noticed for Public Hearing to the Tri-City Herald.
 - 3.5. December 3, 2025 Public Hearing Staff Report Published
4. PROPERTY DESCRIPTION:
 - 4.1. Parcel No.: 113391027
 - 4.2. Legal: LOTS 4 TO 7, BLOCK 1, HOLT'S ADDITION
 - 4.3. Property Size: Approximately 0.57 acres (24,999.99square feet)
 - 4.4. General Location: The subject property is addressed as 1734 N 5th Ave. Pasco, WA 99301, generally west of N 5th Ave, south of W Pearl St, north of W Agate St. The proposal is subject to the provisions of the Pasco Municipal Code.
5. ACCESS: The site will have access from N 5th Ave.
6. UTILITIES: Municipal sewer is available in the alley to the west the subject property. Municipal water and sewer are available within N 5th Ave. east of the site.
7. LAND USE AND ZONING: The site is currently zoned C-1, and the applicant is requesting a rezone to R-1. Surrounding properties are zoned and developed as follows:
 - 7.1. North: R-1 Low Density Residential/ Multi-family dwellings

Z2025-010
Zavala Sosa Rezone
Page 1 of 6

- 7.2. East: C-3 General Business/ Washington Department of Transportation facility
- 7.3. South: R-1 Low Density Residential/ Single Family Homes
- 7.4. West: R-1 Low Density Residential/ Single Family Homes
8. COMPREHENSIVE PLAN: The City's Comprehensive Plan designates the site as Low Density Residential, which supports a variety of housing types at a density range of 3 to 6 dwelling units per acre, as outlined in Pasco Municipal Code (PMC) Table 25.215.015. Permitted zoning designations within this land use category include R-S-20 (Suburban), R-S-12 (Suburban), R-S-1 (Suburban), R-1, R-1-A (Low Density Residential Alternate), and R-1-A2 (Low Density Residential Alternate).
9. ENVIRONMENTAL DETERMINATION: The City has determined this proposal to be exempt under Washington Administrative Code 197-11-800 (6) Land use decisions. (c) Where an exempt project requires a rezone, the rezone is exempt only if: (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040; (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone. No further Washington State Environmental Policy Act (SEPA) review is required for this proposal.
10. Hearing Examiner Analysis
- 10.1. Y E Martin Zavala Sosa is requesting to rezone Parcel No. 1133910270 from C-1 to R-1. The subject site comprises approximately .57 acres.
- 10.2. The existing C-1 zoning is not consistent with the City's Comprehensive Plan. Approval of the requested rezone would bring the property into conformance with the adopted Comprehensive Plan land use designation.
- 10.3. This rezone request does not include a project-specific development proposal; therefore, no specific project action is under consideration at this time. However, a Preliminary Plat, SEPA checklist, and Traffic Impact Analysis (TIA) were submitted concurrently with this application. The Preliminary Plat will be scheduled for a future Hearing Examiner meeting, once SEPA review and related requirements are complete.
11. History
- 11.1. In September 2020, a Non-Project Environmental Impact Statement (EIS) was completed for the City's Comprehensive Plan. As part of this EIS, the City expanded its Urban Growth Area (UGA) using "Alternative 3: Recommended Growth Target High Density, Preferred Alternative." Alternative 3 proposed higher-density land uses through a combination of UGA expansion on the northern city borders (smaller in area than Alternative 2) and increased infill and redevelopment at higher densities within the City.
- 11.2. The subject site was within City limits prior to the adoption of Alternative 3.
- 11.3. According to the applicant the property was previously occupied by Casa de Avivamiento, a religious non-profit, that no longer operates from the site.
12. The initial review criteria for considering a rezone application are explained in PMC. 25.210.030. The criteria are listed below as follows:
- 12.1. The date the existing zone became effective:
- 12.1.1. The property has been zoned C-1 since 5/21/1980, the property was annexed into the city in 3/15/1949 through ordinance #0649.

Z2025-010
Zavala Sosa Rezone
Page 2 of 6

- 12.2. The changed conditions, which are alleged to warrant other or additional zoning:
- 12.2.1. The applicant states “Pasco’s Comprehensive Plan currently allows, and encourages, the change to rezone this property. Also, the surrounding 3 properties are zoned as the proposed R-1”. Additionally the applicant adds that with the zone change the applicant will be able to keep the current structure and convert the use to residential housing, thus curbing vandalism of the property. To better align with the City’s Comprehensive Plan and support feasible future development, the applicant is requesting a rezone from the current C-1 designation. The existing C-1 zone is intended as a commercial district and does not allow development consistent with the land use standards and density objectives of the Comprehensive Plan which designates the property as Low Density Residential.
- 12.3. Facts to justify the change on the basis of advancing the public health, safety and general welfare:
- 12.3.1. The existing C-1 zoning does not align with the adopted Comprehensive Plan land use designation, limiting the property’s ability to develop in a manner that promotes public health, safety, and general welfare. The applicant states the property has been vacant for three years and has been vandalized, as a result of the vacancy.
- 12.3.2. The proposed R-1 zoning would bring the property into conformance with the Comprehensive Plan, facilitating orderly, efficient residential development that is compatible with surrounding uses. The rezone would support an appropriate residential density and allow for appropriate residential uses. Additionally, the proposal is consistent with City Council–approved Comprehensive Plan amendments, which have been determined to be in the public interest and supportive of the City’s objectives for housing diversity, coordinated growth, and effective provision of public facilities.
- 12.4. The effect it will have on the value and character of the adjacent property and the Comprehensive Plan:
- 12.4.1. The proposed Low Density Residential (R-1) zoning is compatible with surrounding properties and is expected to support and enhance the value, character, and residential integrity of the area. By aligning with the Comprehensive Plan’s Low Density Residential designation, the rezone promotes orderly and compatible growth while maintaining the neighborhood’s intended character. Any future development actions, including subdivision or residential construction, will be subject to review under SEPA to ensure that potential impacts on the natural and built environment, as well as on adjacent property values, are properly identified and mitigated.
- 12.4.2. The proposed zoning change is not anticipated to have a materially detrimental impact on the surrounding area. The R-1 designation supports residential development that is compatible with neighboring properties, located to the north, south, and west of the subject property. Future development will be required to comply with all applicable City development standards, including setbacks, landscaping, buffering, and traffic mitigation, to minimize potential impacts on adjacent properties.
- 12.4.3. The proposed rezone will facilitate development consistent with the Comprehensive Plan and is expected to maintain the intended low-density residential character of the area while supporting the City’s broader objectives for housing, coordinated growth, and public infrastructure extension.
- 12.5. The effect on the property owner or owners if the request is not granted:
- 12.5.1. If the rezone request is not granted, the subject site would limit the applicant and they state the building would likely remain vacant. The current C-1 zoning only allows dwelling units

Z2025-010

Zavala Sosa Rezone

Page 3 of 6

as a conditional use permit, with specific regulation. Under these standards, the site would remain vacant as the applicant has stated. The lack of residential housing in an area surrounded by low density housing is likely to limit the orderly, efficient use of the land. In addition, development under C-1 zoning would not meet the Comprehensive Plan's designation of low density residential in the area, further highlighting the inconsistency with the City's adopted land use policies.

12.6. The Comprehensive Plan land use designation for the property:

12.6.1. The City of Pasco Comprehensive Plan designates the site as Low Density Residential.

12.7. Such other information as the Hearing Examiner requires:

12.7.1. The rezone application is consistent with and supports the intent of the Comprehensive Plan as well as the City Council's goals. Staff directs the reader to the applicant's submitted materials for additional perspective on how the proposal addresses the criteria discussed above, specifically criteria 2 through 5.

13. Pursuant to PMC 25.210.040, Public notice for this hearing was mailed to property owners within 300 feet of the boundaries of the proposal on November 26, 2025, in compliance with this requirement.

14. Pursuant to PMC 25.210.040, Public notice for this hearing was published in the Tri-City Herald on November 26, 2025, in compliance with this requirement.

15. Pursuant to PMC 25.210.060(2), the Hearing Examiner's rezone recommendation based on its findings and conclusions must be forwarded to the City Council.

16. The requested R-1 zoning designation request is consistent with the Comprehensive Plan and aligns with the designated land use for the subject site.

17. Following the conclusion of an open record hearing on a property rezone petition, the Hearing Examiner shall issue findings and conclusions based on the record, determining whether:

17.1. The proposal is in accord with the goals and policies of the Comprehensive Plan;

17.1.1. The Land Use Element of the Comprehensive Plan designates the site as Low Density Residential. The proposed R-1 rezone is consistent with the Land Use Map designation and advances the goals and policies of the Comprehensive Plan. In particular, it supports Land Use Policy LU-2-A, which emphasizes maintaining sufficient land for residential uses proximate to appropriate transportation and utility infrastructure. By aligning the zoning with the Comprehensive Plan designation, the rezone helps ensure orderly, compatible, and efficient development in the area.

17.2. The effect of the proposal on the immediate vicinity will be materially detrimental;

17.2.1. The proposed zoning change is not anticipated to create materially detrimental impacts to the immediate vicinity. The requested R-1 designation is compatible with adjacent residential uses and is consistent with the Comprehensive Plan's Low Density Residential land use designation. Any future development will be required to comply with all applicable City standards, including setbacks, landscaping, buffering, and traffic mitigation, ensuring that potential impacts on neighboring properties are minimized and appropriately managed.

17.3. There is merit and value in the proposal for the community as a whole;

17.3.1. There is merit and value in the proposed rezone in that it aligns with the guidance of the Comprehensive Plan for the subject site. The Plan identifies the site for Residential use, and applying the R-1 zoning designation is consistent with that guidance. The rezone will create opportunities for additional housing, helping to meet the community's evolving residential

needs. Additionally, the proposal promotes planned and orderly growth, facilitates the efficient extension of City infrastructure, and supports the long-term goals of the community, including enhancing livability, connectivity, and service delivery for existing and future residents.

17.4. Conditions should be imposed in order to mitigate any significant adverse impacts from the proposal;

17.4.1. No conditions are necessary as part of this rezone request. The application, as well as any future development, will be subject to the applicable provisions of the PMC and the City of Pasco Design and Construction Standards. Subsequent project actions, including Preliminary Plat review, SEPA, and TIA evaluation, will assess potential significant adverse impacts. Accordingly, the imposition of conditions at this stage is not warranted.

17.5. A concomitant agreement should be entered into between the City and the petitioner, and, if so, the terms and conditions of such an agreement.

17.5.1. A concomitant agreement is not necessary for this proposal. The requested rezoning complies with all applicable City standards and requirements, and no additional terms or conditions beyond those already established in the PMC and adopted development regulations are warranted. Accordingly, no further commitments or agreements are required.

18. An open record public hearing was held, after legal notice, on December 10, 2025.

19. Appearing and testifying on behalf of the Applicant was Y. E. Martin Zavala Sosa. Mr. Zavala Sosa testified that he was the applicant and property owner. He stated that he reviewed the staff report and had no objections to any of the representations contained therein.

20. No member of the public testified at this hearing.

21. The following exhibits were admitted into the record:

21.1. Ex A Staff Report;

21.2. Ex. B Remainder of Planning Staff File.

22. The City of Pasco Hearing Examiner considered all evidence within the record in rendering this decision.

23. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The Hearing Examiner has been granted the authority to render this decision.
2. As conditioned, this project is consistent with the Pasco Comprehensive Plan and Pasco Municipal Code.
3. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

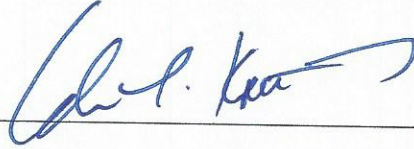
III. RECOMMENDED DECISION

Based on the above Findings of Fact and Conclusions of Law, Z2025-010 is hereby recommended to be **APPROVED**.

Z2025-010
Zavala Sosa Rezone
Page 5 of 6

Dated this 18 day of December, 2025

CITY OF PASCO HEARING EXAMINER

A handwritten signature in blue ink, appearing to read "Andrew L. Kottkamp", is written over a horizontal line.

ANDREW L. KOTTKAMP

Pasco City Council

Regular Workshop

March 9, 2026





Pasco City Council

Introduction of Ordinance- Sosa C-1 to R-1 Rezone-Z 2025- 010

March 9, 2026



- 
- 01** Quasi-Judicial Action
 - 02** PMC
 - 03** Comp Plan Map
 - 04** Proposed City Zoning Map



How Quasi-Judicial Decisions Are Handled in Pasco

Quasi-Judicial Process Overview (Why This Workshop)

- **Quasi-judicial actions apply existing law to a specific property and require a public hearing before the Hearing Examiner**
- **The Hearing Examiner conducts the hearing, creates the official record, and issues a written recommendation with findings and conclusions**
- **From issuance of the recommendation until final Council action, ex parte communication is prohibited; Council may rely only on the hearing record**
- **A 10-day appeal period follows the recommendation; if appealed—or if Council determines further review is needed—a closed record hearing is required with at least 14 days' notice**
- **Closed record hearings allow no new evidence and limit participation to summaries from prior commenters**
- **At the conclusion, City Council must enter findings and either approve (with or without modification), enter a concomitant agreement, or deny the request**
- **Staff and the City Attorney are available to assist Council and ensure the proper process is followed**

Rezone - PMC

Requirements for zoning petition (PMC 25.210.030):

- A rezone petition must identify when the current zoning took effect, explain the changed conditions and justification for the request, address impacts on adjacent properties and the Comprehensive Plan, note the property's Comprehensive Plan designation, state the effect on the owner if denied, and include any additional information required by the Hearing Examiner.

Hearing Examiner – Findings and recommendations (PMC 25.210.060):

- After an open record hearing on a rezone petition, the Hearing Examiner must issue findings and conclusions addressing whether the proposal aligns with the Comprehensive Plan, avoids material detriment to the vicinity, provides community benefit, requires conditions to mitigate impacts, and/or necessitates a concomitant agreement with the City.

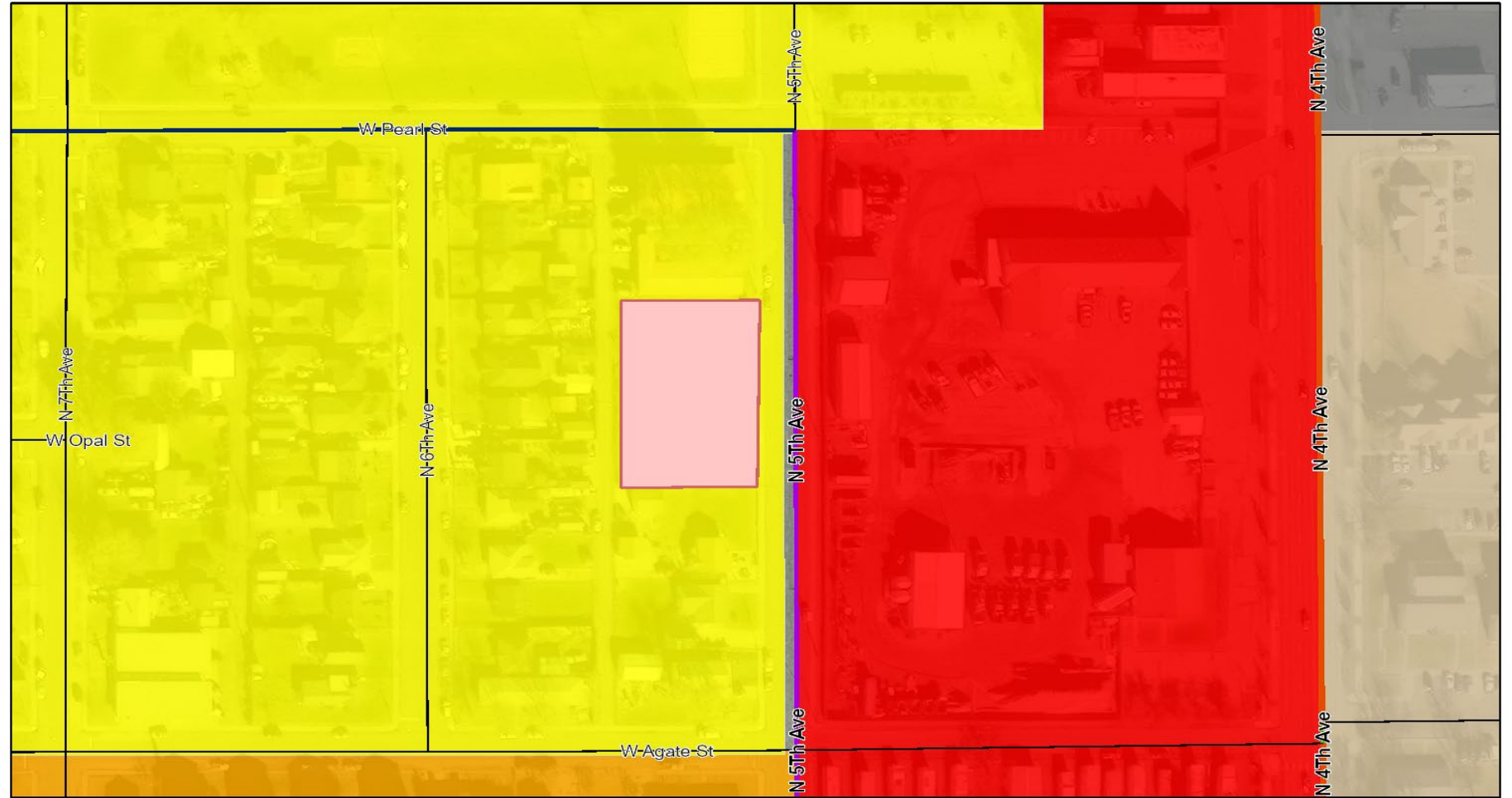
Process Milestones:

- Public Hearing held: December 10, 2025
- Hearing Examiner Recommendation December 19, 2025: Approval of R-1 Zoning

City Council Consideration:

- 1) Approve the recommended rezoning (with or without modifications)
- 2) Enter into a Concomitant Agreement (PMC 25.210.100)
- 3) Deny the proposed rezone

Comprehensive Plan Map



1/28/2026, 10:30:22 AM

Road Centerlines

Principal Arterial

Minor Arterial

Major Collector

Neighborhood Collector

Local

City Limits

Land Use

Open Space Parks

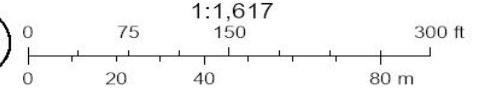
Commercial

High Density Residential

Industrial

Low Density Residential

Medium Density Residential



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

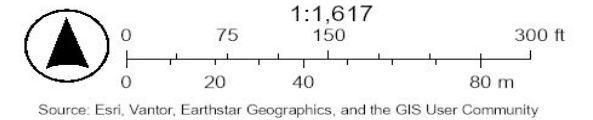
Current Zoning Map



1/28/2026, 10:40:21 AM

Road Centerlines
 Principal Arterial
 Minor Arterial
 Major Collector
 Neighborhood Collector
 Local
 City Limits
 Zoning
 C-1, Retail Business District
 C-3, General Business District

R-1, Low-Density Residential District
 R-3, Medium-Density Residential District
 RP, Residential Park District



Proposed Zoning Map



1/28/2026, 10:46:22 AM

Road Centerlines

Principal Arterial

Minor Arterial

Major Collector

Neighborhood Collector

Local

City Limits

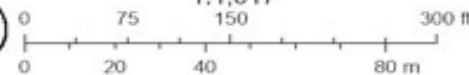
C-1, Retail Business District

C-3, General Business District

R-1, Low-Density Residential District

R-3, Medium-Density Residential District

RP, Residential Park District



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community



Questions?

Thank you!

AGENDA REPORT

FOR: City Council January 28, 2025

TO: Harold Stewart, City Manager City Council Workshop
Meeting: 3/9/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Resolution - Franklin County Conservation District - Annexation and
Shrub Steppe Mitigation ILA

I. ATTACHMENT(S):

Draft Resolution
Exhibit A - Petition for Inclusion of Additional Territory Within the Franklin
Conservation District
Proposed Interlocal Agreement
Presentation from Conservation District
Franklin Conservation District Rates & Charges
Annexation Procedure

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

The Franklin Conservation District applies a standard property assessment of \$5.00 per parcel plus \$0.10 per acre, which results in an average additional charge of approximately \$5.03 per residential unit per year. These assessments currently account for only about 4% of the Conservation District's overall budget, with the majority of its funding coming from shrubsteppe mitigation fees and grants.

While the annexation and ILA will have impact on the City's residents and developers, City of Pasco's budget is not impacted by either. If the City Council approves annexation, property owners will pay the assessment directly to the Conservation District. Additionally, the shrubsteppe mitigation ILA streamlines the development process by allowing developers to pay a negotiated fee to the Conservation District rather than creating their own mitigation plans or engaging in individual negotiations with the District.

IV. HISTORY AND FACTS BRIEF:

Background

The Franklin Conservation District (FCD) is a legal subdivision of state government mandated by RCW 89.08 to develop and administer voluntary, non-regulatory programs for the wise use and conservation of natural resources in Franklin County. The FCD was established in 1951 and is governed by a 5-member board of elected and appointed supervisors who establish priorities and set policy.

The FCD plays an important role in managing and protecting natural resources in the region. Their main focus is on promoting sustainable land and water use practices, supporting environmental conservation, and addressing issues related to soil health, water quality, and wildlife habitat preservation.

In 2001, City of Pasco City Council, opted to be excluded from the FCD. At that time, some parts of the City were part of the Conservation District whereas others were not. City decided to exclude opt out of the Conservation District and reconsider annexation of the whole City at a later date.

Conservation District provides various services that the City currently benefits from:

1. Technical benefits to water rights transfers; this work is expected to grow in near future.
2. Shrubsteppe mitigation for Broadmoor area and Process Water Reuse Project area.
3. Contracts for educational and outreach needs, both on water conservation and stormwater pollution prevention.

Additional service that Conservation District can provide if the City is annexed are assistance to City residents on Heritage gardens that in creating water-wise landscapes and gardens that incorporate native plants of Washington State.

In 2025, the region experienced changes in the Washington State Department of Fish and Wildlife's interpretation of shrubsteppe mitigation requirements. Several efforts are underway to address these challenges, including:

1. Legislative Action: Representative April Connors has introduced a bill to exempt shrubsteppe mitigation within Urban Growth Areas.
2. Local Ordinance Development: The City is preparing a critical habitat ordinance to be incorporated into the Comprehensive Plan amendment, providing greater local control over these matters.
3. Partnership with Conservation District: Another option is for the City to establish a city-wide contract with the Conservation District, similar to existing agreements for the Broadmoor and PWRF project areas.

Mitigation requirements for PWRF projects have been completed. The Conservation District is open to a long-term commitment if the City joins its district and adopts a city-wide contract that supersedes current project-specific agreements. The negotiated mitigation fee for the Broadmoor area is \$1,216 per acre. A city-wide contract would be based on the current market rate of \$4,000 per acre. This fee is a one-time fee to be paid by a developer for a lifetime commitment by the Conservation District to uphold mitigation obligations. Currently, developers are negotiating individually with the Conservation District, increasing time and effort for both.

V. DISCUSSION:

Recommendation:

1. Staff is recommending that Council approve the Conservation District's request for the City to be annexed into the Conservation District.
2. Furthermore, staff is requesting Council's approval on an interlocal agreement that provides for shrubsteppe mitigation throughout the City limit, superseding the current project specific contracts.

Constraints:

None

Next Steps:

If Council approves of staff's recommendation:

1. Staff will present a resolution requesting the City's annexation into the Franklin Conservation District.
2. Staff will prepare and bring forward a city-wide Interlocal Agreement (ILA) for shrubsteppe mitigation.
3. The Conservation District will initiate the annexation process in accordance with the procedures outlined in the document attached to this report, titled "Procedure for Annexation of Territory within a Conservation District."

Alternatives:

1. Reject Annexation and Approve ILA: Council may choose to decline annexation into the Conservation District while approving the Interlocal Agreement (ILA). However, the District has expressed a preference for the City to become part of the District before committing to long-term mitigation measures.
2. Approve Annexation and Reject ILA: Council may approve annexation but decline the ILA. This approach would forgo the opportunity to establish a streamlined process for shrubsteppe mitigation, leaving developers to negotiate individually or create their own mitigation plans.
3. Reject Both Annexation and the ILA: Council may choose to reject both the annexation and the interlocal agreement. If so, City residents would not receive additional services such as support for heritage gardens or

expanded educational programming. The District has already discontinued the Salmon Run program with the Pasco School District due to funding constraints. For shrub-steppe mitigation, staff will continue monitoring legislative changes and will focus on developing a strong critical habitat ordinance to minimize future impacts.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, APPROVING A PETITION FOR THE INCLUSION OF THE INCORPORATED CITY OF PASCO TERRITORY INTO THE FRANKLIN CONSERVATION DISTRICT.

WHEREAS, the City Council has determined that annexation into the District will benefit Pasco residents by promoting sustainable land use practices, protecting critical habitat areas, and fostering long-term ecological resilience; and

WHEREAS, under the proposed annexation, property owners within the City will pay a modest annual assessment directly to the District ensuring stable support for District services; and

WHEREAS, RCW 89.080.10 encourages incorporated cities to participate in the practices, programs, and projects of the state conservation commission and the conservation districts, and provides a petitions method for annexation into adjacent conservation district.

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

That the Petition for the inclusion of the City of Pasco incorporated territory into the Franklin Conservation District attached as **Exhibit A** be approved, and

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 _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

EXHIBIT A
Washington State Conservation Commission
Olympia, Washington 98504

PETITION FOR INCLUSION OF ADDITIONAL TERRITORY
WITHIN THE
FRANKLIN CONSERVATION DISTRICT

TO: The Washington State Conservation Commission

Pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authorities of the City of Pasco and the Franklin Conservation District, respectfully represent:

- First: That heretofore the Franklin Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic.
- Second: That there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said Franklin Conservation District.
- Third: That the territory proposed for inclusion within the said district includes substantially the following:

Incorporated City of Pasco, Washington

WHEREFORE, the undersigned petitioners respectfully request that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be so included and made a part of the Franklin Conservation District.

Franklin Conservation District

City of Pasco, Washington

Chair

Mayor

Vice Chair

Secretary

Treasurer

Member

Date: _____

**INTERLOCAL
AGREEMENT FOR
PRIORITY HABITAT MITIGATION**

This Interlocal Agreement (Agreement) for habitat mitigation required as a result of development occurring on sites containing critical areas as defined in Section 29.25 of the Pasco Municipal Code (PMC) is entered into by and between the City of Pasco (the City) and the Franklin Conservation District (the District), referred to individually as Party and collectively as Parties, pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW).

WHEREAS, Chapter 39.34 of the RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord the best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City finds that critical areas provide a variety of valuable and beneficial biological and physical functions that benefit the City and its residents; and

WHEREAS, the beneficial functions and values provided by critical areas include, but are not limited to, water quality protection and enhancement, fish and wildlife habitat, support of trophic relationships, flood storage, conveyance and attenuation, ground water recharge and discharge, erosion control, historical and archaeological and aesthetic value protection, and recreation; and

WHEREAS, the City has established goals that seek to protect unique, fragile, and valuable elements of the environment, including ground and surface waters, wetlands, and fish and wildlife and their habitats; direct activities not dependent on critical area resources to less ecologically sensitive sites; mitigate unavoidable impacts to critical areas by regulating alterations in and adjacent to critical areas; and prevent cumulative adverse environmental impacts to water quality, wetlands, and fish and wildlife habitat, and the overall net loss of wetlands, frequently flooded areas and habitat conservation areas; and

WHEREAS, the City shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of Pasco Municipal Code 29.25; and

WHEREAS, the District was founded in 1951 as a political subdivision of the State of Washington under RCW 89.08; and

WHEREAS, the District's function is to make available technical, financial, and educational resources, whatever their source, and focus or coordinate them so that they meet the needs of the local citizens and land managers for the conservation of soil, water and related natural resources; and

WHEREAS, the District's mission is to facilitate responsible stewardship of natural resources for the residents of Franklin County through the application and administration of various volunteer and cooperative partnership programs using all available funding sources; and

WHEREAS, the District has an express interest in the preservation and enhancement of priority habitat as a means to provide soil stabilization and food and cover for wildlife; and

WHEREAS, a partnership between the City and the District would result in the establishment of a

process for the enhancement and protection of priority habitat such as shrub-steppe habitat, wetlands, riparian habitat and other critical areas identified in PMC 29.25;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon approval in accordance with RCW 39.34, the Parties do hereby agree as follows:

I. TERMS OF AGREEMENT

1. This Agreement is for the coordination of mitigation of impacts to priority habitat as a result of development.
2. The duration of this Agreement will be from the date last signed until either Party determines that the arrangement is no longer needed.
3. The City will identify impacts to priority habitat, and the required measures to mitigate those impacts, during the development review process through the use of critical area reports submitted by the developer and best available science.
4. The District shall participate in mitigation by accepting fees in lieu of dedication or preservation of onsite habitat. The amount of said fees will be determined by the City and will be in an amount equal to the value of land that would otherwise be purchased for preservation.
5. The District shall use said fees for the purchasing of habitat and/or conservation easements or for the enhancement of degraded habitat located in Benton County. If no suitable site within Franklin County can be identified, protection or enhancement may occur in any neighboring county that shares a border with Franklin County.
6. The mitigation fee shall be set at \$4,000 per acre, with a mandatory review and renegotiation occurring at three-year intervals..
7. Fees in lieu of dedication or preservation shall be used for the enhancement of, or protection through purchase or conservation easement of the same type of habitat located on the site to be developed. For example, if shrub-steppe habitat is to be impacted on a development site, fees in lieu of protection paid to the District must be used for the preservation or enhancement of shrub-steppe habitat.
8. The District shall provide an Annual Report detailing how the fees received were utilized to meet the objection of this Agreement. The Annual Report will identify the City of Pasco permit number associated with the fee, location of the affected site, method of preservation or enhancement (conservation easement, purchase of habitat, enhancement of habitat, etc.), location of preservation or enhancement site and how much of the fee was spent.
9. The administrators of this Agreement will be the District Manager for the Franklin Conservation District and the Community and Economic Development Director for the City of Pasco, or their designees.
10. The Parties may only modify this Agreement in writing.
11. Any Party hereto may terminate this Agreement upon one hundred and eighty (180)-days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the

Party's last known address for the purposes of giving notice under this paragraph.

12. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms of this Agreement.
13. A copy of this Agreement will be filed with the Franklin County Auditor's Office or posted on the City of Pasco or Franklin Conservation District website as provided in RCW 39.34.040.

II. NOTICES

1. Written notice shall be directed to the Parties as follows:

Franklin Conservation District
Kara Kaelber, District Manager
1724 E. Superior Street,
Pasco, WA 99301
509-416-0440x101
kara-kaelber@franklincd.org

City of Pasco
Haylie Matson, Community & Economic
Development Director
525 N 3rd Ave.
Pasco, WA 99301
509-544-4136
matsonh@pasco-wa.gov

DATED this _____ day of _____ 2026.

City of Pasco & Franklin Conservation District Partnership



Who we are:

Franklin Conservation District (FCD) is a legal subdivision of state government mandated by RCW 89.08 to develop and administer voluntary, non-regulatory programs for the wise use and conservation of natural resources in Franklin County.

The FCD was established in 1951 and is governed by a 5-member board of elected and appointed supervisors who establish priorities and set policy.



1724 E Superior St. – Pasco



History of FCD:

- **October 2, 1951 – West Franklin Soil Conservation District (excluding incorporated cities and towns)**
- **April 22, 1957 – West Franklin Soil Conservation District (adding territory – no exclusions)**
- **June 25, 1959 – Changing the name of West Franklin Soil Conservation District to the Franklin Conservation District (and adding territory – no exclusions)**
- **May 23, 1972 – Adding the City of Connell**
- **October 29, 2001 – Excluding the City of Pasco**



Invitation to join the FCD

The Franklin Conservation District would like to invite the City of Pasco to become a part of the district.

Annexing into the district allows the district to offer the city and its residents:

- Current and future programs and services
- Educational and financial resources
- Technical planning assistance and other benefits



What we do:

FCD directly supports:

- Cooperative, **voluntary**, and economically feasible solutions to environmental problems
- Project-dependent financial assistance
- Educating youth through hands-on science inquiry about water and soil quality and conservation issues



Healthy Lands = Healthy Communities = Healthy People

Programs & Services:

Water Rights:

FCD has provided technical assistance to water right applications and transfers since 1999. 78 of 202 applications have been from the City of Pasco.



Programs & Services:

Shrub Steppe Mitigation:

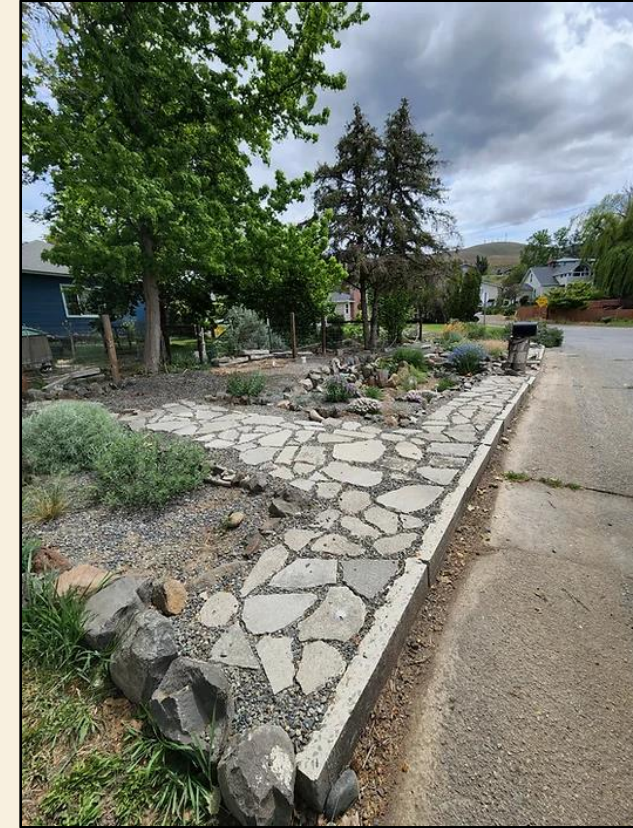
- Franklin CD manages funds for shrub-steppe mitigation agreements mandated for developers affecting shrub-steppe habitats.
- CD collaborates with the City of Pasco and WDFW to establish agreements that will function as a shrub-steppe mitigation bank, assisting developers in offsetting impacts from future projects.



Programs & Services:

Heritage Gardens:

- Assist landowners in creating water-wise landscapes and gardens that incorporate native plants of Washington State.
- Promote water conservation.
- Heritage Gardens also honor the unique natural and cultural features of the Columbia River Basin.



Programs & Services:

Education & Outreach:

- Salmon in the Classroom
- Wheat Week
- **Drain Rangers & Jr. Drain Rangers**
- High School STEM Academy
- Workshops & Farm Tours
- Community Events

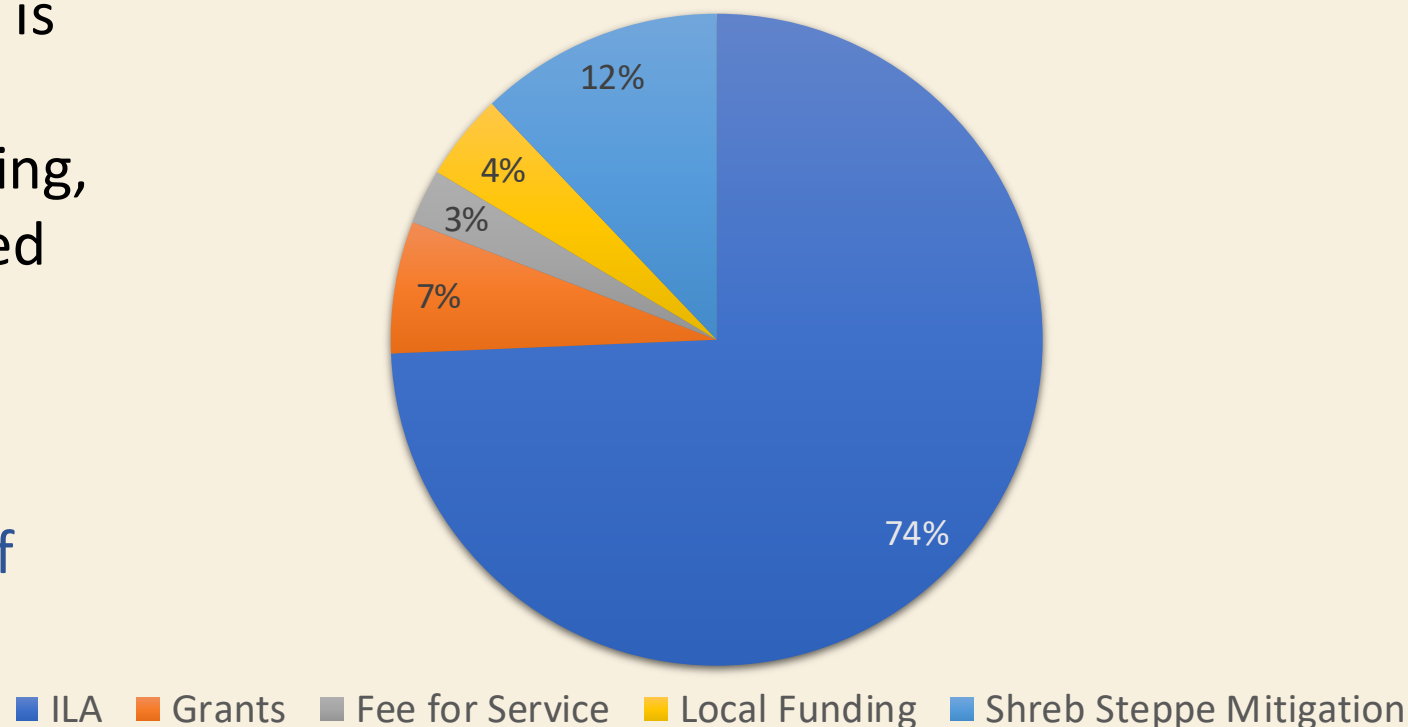


How we do our work:

The Franklin Conservation District is funded through a variety of interlocal agreements, grant funding, and a system of local funding called rates & charges.

For every \$1.00 of local funds the district leverages that to \$20.00 of grant funding to bring back to the community.

FCD Funding



Rates & Charges

Local funding makes up ~4% of FCD's revenue. This number is decreasing with the loss of agriculture lands due to urban development.

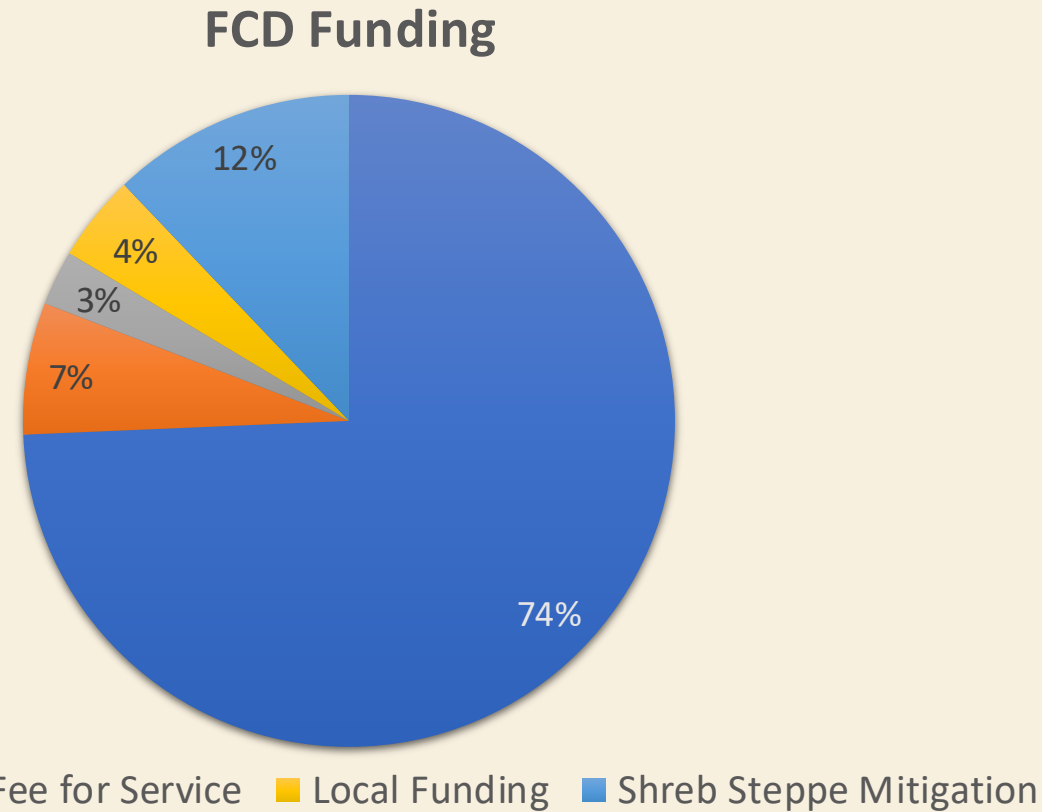
How lands are assessed by the County on a yearly basis:

Rangeland: \$1.00 per parcel + \$0.01 per acre

Dryland: \$2.00 per parcel + \$0.02 per acre

Irrigated: \$5.00 per parcel + \$0.10 per acre

Incorporated: \$5.00 per parcel + \$0.10 per acre



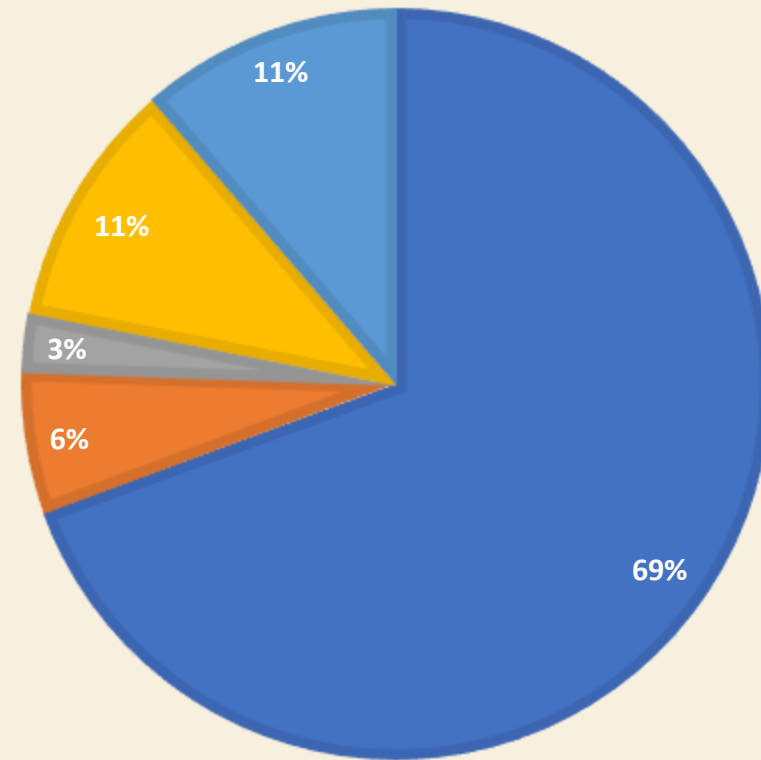
How the City of Pasco can help:

Including the City of Pasco into the Franklin Conservation District would allow the FCD to:

- Continue to offer programs and services to City residents
- INCREASE our services and opportunities to City residents and offer NEW services and opportunities.

FCD FUNDING

■ ILA ■ Grants ■ Fee for Service ■ Local Funding ■ Shreb Steppe Mitigation



Questions?



Franklin Conservation District

Proposed System of Rates and Charges for Natural Resource Protection

Rates and Charges Authorization (RCW 89.08.405)

System: 10-year authorization for land classes within the Franklin Conservation District Boundary.

Irrigated Lands (includes rural home sites) = \$5.00/parcel, plus \$0.10/acre for all parcels

Dryland = \$2.00/parcel, plus \$0.02/acre for all parcels

Range Lands = \$1.00/parcel, plus \$0.01/acre for all parcels

Incorporated Lands = \$5.00/parcel, plus \$.10/acre for all parcels

Franklin County: (Excluding City of Pasco) Estimated Parcels and Acreages	Current (annual)
5,928 Irrigated Parcels @ 259,129 Acres	\$55,553
712 Dryland Parcels @ 214,332 Acres	\$5,711
1,167 Rangeland Parcels @ 176,091 Acres	\$2,928
1,800 Incorporated Parcels @ 15,447 Acres	\$10,545
Total	\$74,737

Franklin County: (Including City of Pasco) Estimated Parcels and Acreages	Proposed (annual)
5,928 Irrigated Parcels @ 259,129 Acres	\$55,553
712 Dryland Parcels @ 214,332 Acres	\$5,711
1,167 Rangeland Parcels @ 176,091 Acres	\$2,928
25,385 Incorporated Parcels @ 36,598 Acres	\$130,585
Total	\$194,777

Note: Number of Eligible Parcels and Acreages above were calculated by the Franklin Conservation District. Actual values will be calculated by the Franklin County Assessor's Office. The Rates and Charges will be billed to the taxpayer by the County Treasurer with property taxes, and will be due on the same schedule.

Franklin Conservation District
Proposed Budget
January 1, 2025, through December 31, 2025

Estimated Yearly Revenue

Income from Natural Resource Rates and Charges	\$194,777
State or Local Grants/Projects	<u>\$1,322,040</u>
Estimated Total Income	\$1,516,817

Estimated Yearly Expenses

<u>Object</u>	<u>Rates and Charges</u>	<u>Grants</u>	<u>Total</u>
District Management, Fiscal Management - Franklin Co. Water Conservancy Board - Shrub Steppe Mitigation - Grant writing	\$10,000	\$200,000	\$210,000
Education Programs - Education Staff - Education Projects - Wheat Week - Salmon in the Classroom - Drain Rangers/Jr. Drain Rangers - STEM Academy - Teacher Workshops	\$20,000	\$370,000 \$180,000	\$370,000 \$200,000
Technical Assistance Programs - Technical Staff (Resource Conservationist, VSP Coordinator, Research & Monitoring Coordinator, Outreach Specialist, etc.) - Cost-Share to Land Owners to Implement Best Management Practices - Contracted Services	\$45,000 \$50,000	\$289,000 \$100,000 \$40,000	\$334,000 \$150,000 \$40,000
Heritage Garden Program - Heritage Garden Program Coordinator - Cost-Share to homeowners to implement low water landscaping - Outreach/Education (workshops, demonstrations gardens, etc.)	\$20,000 \$15,000 \$14,000	\$25,000	\$45,000 \$15,000 \$14,000
City of Pasco Special Natural Resource Projects*			
Equipment Purchase and Replacement	\$6,000	\$28,000	\$34,000
Travel / Mileage	\$8,000	\$45,000	\$53,000
Office Space and Supplies	\$6,777	\$45,040	\$52,817
Totals	\$194,777	\$1,322,040	\$1,516,817

*Rates & Charges budget could be adjusted to accommodate Special Natural Resource Projects developed in partnership between the FCD and City of Pasco.

PROCEDURE FOR ANNEXATION OF TERRITORY WITHIN A CONSERVATION DISTRICT

Conservation Districts Law, RCW 89.08.010(4) Preamble, 89.08.080 Petition to form district – Contents, and 89.08.180 Annexation of territory – Boundary change – Combining two or more districts.

Steps to be taken:

1. The Conservation District prepares the necessary petition (sample format provided by Conservation Commission).
2. The Conservation District is to arrange for the other parties to approve the annexation and sign on the appropriate part of the petition.
3. The Conservation District Board is to approve the annexation by resolution in the Conservation District minutes and sign on the appropriate part of the petition.
4. The signed petition is to be returned to the Conservation Commission Office, accompanied with a check for \$5.00 made out to "Office of the Secretary of State."
5. The Conservation Commission will act formally on the request at its next regular meeting.
6. The annexation is legally complete when the Secretary of State issues a certificate certifying his/her recognition of the annexation.

Washington State Conservation Commission
Olympia, Washington 98504

PETITION FOR INCLUSION OF ADDITIONAL TERRITORY
WITHIN THE
_____ CONSERVATION DISTRICT

TO: The Washington State Conservation Commission

Pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authorities of the City of _____ and the _____ Conservation District, respectfully represent:

First: That heretofore the _____ Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic.

Second: That there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said _____ Conservation District.

Third: That the territory proposed for inclusion within the said district includes substantially the following:

Incorporated City of _____

WHEREFORE, the undersigned petitioners respectfully request that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be so included and made a part of the _____ Conservation District.

_____ Conservation District City of _____

Chair Mayor

Vice Chair Council Member

Secretary Council Member

Treasurer Council Member

Member Council Member

AGENDA REPORT

FOR: City Council February 9, 2026

TO: Harold Stewart, City Manager City Council Workshop
Meeting: 3/9/26

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: Resolution - Broadmoor TIF AREA - Amendment No. 6 with PBS for
Engineering Services (5 minutes)

I. ATTACHMENT(S):

Resolution
Exhibit A - Professional Services Agreement Amendment 6
Powerpoint

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Original PSA Amount	\$ 262,672.00
Amendments No. 1-5	\$ 1,916,684.00
Proposed PSA Amendment No. 6 Amount	\$ 395,703.00
Total Proposed Amended PSA Amount (Includes Amendment No. 1-6)	\$ 2,575,059.00

IV. HISTORY AND FACTS BRIEF:

Background:

PBS Engineering and Environmental Inc. (PBS), now an APEX Company, was selected by staff to provide professional engineering and design services for utility and road improvement projects in the Broadmoor Tax Increment Financing (TIF) area.

The original Professional Services Agreement (PSA) was executed on August 1, 2022, in the amount of \$262,672 and authorized PBS to provide feasibility analyses, conceptual designs, and cost estimates for the various components

of the Broadmoor TIF area. From the beginning, the Broadmoor TIF design project was planned to be delivered via several amendments to the PSA as the direction of the design scope was finalized.

The Broadmoor TIF design project was divided into three phases and are described as follows:

- Phase 1 - Rough grading and construction of water, sewer and irrigation infrastructure within Road 108 (Harris to Sandifur Parkway) and Sandifur Parkway (Road 108 to Broadmoor Blvd) to create the "backbone" of underground utilities to serve the Broadmoor site that will allow future extensions by developers for individual sites. This phase has been completed
- Phase 2 - Final design and construction of full road improvements for 1) Broadmoor Boulevard (Interstate I-182 to Burns Road) and 2) Sandifur Parkway Road 103 to the vicinity of Bedford Street past east of Broadmoor Blvd). This phase also includes design work for the site grading of regional stormwater facilities required for future developments. This phase is well underway, in construction, with completion anticipated in the spring.
- Phase 3 - Final design and construction of roads for 1) Sandifur Parkway (Broadmoor Blvd west to Road 108) and 2) Road 108 (Sandifur Parkway south to the Harris Road). A roundabout constructed at the intersection of Road 108 and Sandifur Parkway and another signal is planned for the intersection of Road 103 and Sandifur. This phase is also well underway, in construction, with completion anticipated in the spring.

The PSA provides for the design of all phases described. Amendment No.4 and No. 5 extended time of performance to 12/31/2026.

V. DISCUSSION:

Proposed Amendment No. 6 to the PSA includes tasks for the detailed design and bidding support for a new phase that will cover work associated with re-align the access to Harris Road, building Road 103 between Sandifur Parkway to Harris Road. This project is referred to as Harris Road Realignment on City's Capital Improvement Plan (CIP) and Transportation Improvement Program (TIP). this roadway configuration is also part of the City of Pasco's Broadmoor Master Plan. Amendment No.6 also includes additional traffic signal related work for the Broadmoor Blvd signals that were not included in previous Amendments.

Impact (other than fiscal):

Once the Phase 3 work is open to traffic, Sandifur Parkway to Road 108 will be

the only route to access Harris Road. The design work proposed in Amendment No. 6 will provide a second route connecting Sandifur Parkway to Harris Road via the proposed Road 103. This will provide alternate routes for drivers in and out of the Broadmoor Area, effectively building the transportation networks to support the projected travel demands in this area of the City.

Recommendation:

Staff recommends approval of the proposed PSA Amendment No. 6 with PBS Engineering & Environmental, Inc., an APEX company, in the amount of \$395,703.00.

Constraints (Time or other considerations):

Construction for this project is currently planned for end of 2026 or early 2027. In order to hold this schedule, design must be complete for this project before end of fall 2026. Ongoing developer negotiations have direct connection with this proposed timeline.

Next Steps:

- Based on Council's actions tonight, staff is prepared to bring the PSA Amendment No. 6 Resolution to the March 16, 2026 meeting for Council's action.

Alternatives:

- Council may choose to delay Amendment No. 6. This is not recommended because the City is working with developers and Road 103 is needed to be constructed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, APPROVES AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PBS ENGINEERING & ENVIRONMENTAL, INC., AN APEX COMPANY FOR THE BROADMOOR TAX INCREMENTAL FINANCING (TIF) DESIGN PROJECT.

WHEREAS, the City of Pasco (City) and PBS Engineering & Environmental, Inc. (PBS), entered into a Professional Services Agreement (PSA) on August 1, 2022, to provide engineering services with respect to the Broadmoor Tax Increment Funding (TIF) project; and

WHEREAS, this project is funded through tax increment financing funds and will follow local procedures for right-of-way acquisition, design, advertisement, environmental permitting, and bidding; and

WHEREAS, the City and PBS entered into Amendment No. 1 to the PSA on December 5, 2022, for additional professional design engineering services; and

WHEREAS, the City and PBS entered into Amendment No. 2 to the PSA on March 25, 2024, to add professional design engineering services for a traffic signal; and

WHEREAS, the City and PBS entered into Amendment No. 3 to the PSA to provide additional professional design engineering services generally supporting the final designs for Road 108 and Sandifur Parkway and add additional time of performance; and

WHEREAS, the City and PBS entered into Amendment No. 4 to the PSA on March 19, 2025, to add professional design engineering services and additional time of performance; and

WHEREAS, the City and PBS entered into Amendment No. 5 to the PSA on December 29, 2025, to add additional time of performance; and

WHEREAS, the City and PBS desire to enter into Amendment No. 6 to the PSA to provide additional professional design engineering services generally supporting the final designs for Road 103 and further described in detail in **Exhibit A**; 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 Amendment No. 6 with PBS Engineering & Environmental, Inc., an APEX Company.

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 Amendment 6 between the City of Pasco and PBS Engineering & Environmental, Inc., an APEX Company as attached hereto and incorporated herein as **Exhibit A**, and

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Amendment 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 _____, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney



AMENDMENT NUMBER 6 to
PROFESSIONAL SERVICES AGREEMENT

Broadmoor TIF Design Services
PROJECT: 22-377

AGREEMENT NO. 22-025

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into a Professional Services Agreement on 8/1/2022 to provide design engineering services with respect to the Broadmoor Tax Incremental Financing (TIF) project.

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into Amendment No. 1 to provide additional professional design engineering services, on 12/5/2022;

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into Amendment No. 2 to provide additional professional design engineering services and add additional time of performance on 3/25/2024;

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into Amendment No. 3 to provide additional professional design engineering on 6/25/2024;

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into an Amendment No. 4 to provide additional professional design engineering and add additional time of performance on 3/19/2025;

WHEREAS, the City and PBS Engineering & Environmental, Inc., an APEX Company entered into an Amendment No. 5 to provide additional professional design engineering and add additional time of performance on 12/29/2025;

NOW, THEREFORE, this agreement is amended to allow PBS Engineering & Environmental, Inc., an APEX Company to provide additional professional design engineering and add additional time of performance services as described in **Exhibit A**.

1. **Scope of Work:**

See **Exhibit A**.

2. **Fee:**

The compensation for the work is based on a *Time and Materials Basis* not to exceed the amount of **\$395,703.00** for a total authorization amount of \$2,575,059.00. See **Exhibit B**.

3. **Time of performance:**

No Change. The services shall be complete for the project on or before 12/31/2026.

DATED THIS DAY_____.
[date of execution]

CITY OF PASCO, WASHINGTON

**PBS ENGINEERING & ENVIRONMENTAL
AN APEX COMPANY**

Harold L. Stewart II – City Manager

Jason Mattox, PE – Vice President



CITY OF PASCO, WASHINGTON

Scope of Work

Broadmoor TIF Amendment 6 – Harris Road Realignment (Road 103) City of Pasco Project # XXXXXX

INTRODUCTION

Apex Companies LLC (PBS) and its Consultant team have been selected by the City of Pasco (City) to perform traffic and design engineering, land surveying, geotechnical engineering, and right-of-way (ROW) acquisition services for the Broadmoor Tax Increment Financing (TIF) projects. This project is funded through tax increment financing funds and will follow local procedures for ROW acquisition, design, advertisement, environmental permitting, and bidding.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI)—Signal Design
- EPIC Land Solutions (EPIC)—ROW Acquisition
- DKS Associates – Traffic modeling

PROJECT BACKGROUND

The Broadmoor TIF project was originally planned to be delivered through several amendments. See below for a breakdown of the contracting to date.

Base Contract: Broadmoor TIF - 30% Plans

This contract consisted of:

- Survey.
- Geotechnical investigations.
- Coordinate preferred ultimate roadway sections.
- Develop all TIF-related roadway segments to 30% design.
- Evaluate potential project phasing opportunities.
- Determine the amount of improvements that can feasibly be designed for the first construction package.
- Determine ultimate ROW widths throughout the 30% design process. This will be done in collaboration between the City Public Works Engineering, City Planning, and the Broadmoor developer.

This phase of design took substantially longer than initially anticipated as there was significant coordination and collaboration with the Broadmoor Subarea Plan. This work was performed within the budget associated with the contract.

Broadmoor TIF—Final Design Projects 1 and 2 (Amendment 1)

This contract consisted of the following.

Project 1

- Rough site grading of Road 108 from Harris Road to Sandifur Parkway and Sandifur Parkway from Road 108 to Broadmoor Boulevard.
- Storm sewer, water, irrigation, and sewer infrastructure along Road 108 and Sandifur Parkway for advertisement mid-December.

Although there were several changes to the location of the utilities due to changes in anticipated future tenants and/or retailers leaving the conversation and the needs of interested developers, this project was completed as anticipated.

Project 2

- Broadmoor Boulevard widening, Interstate 182 to Burns Road
- Sandifur Parkway from Road 105 to the east

Throughout the development of this project, there were several modifications to the work performed. Due to urgent safety and capacity needs along the corridor, the scope for the signal at Buckingham Drive was shifted north to provide a signal at Burns Road and Broadmoor Boulevard, and the project was broken out into two projects: one for the signal at Sandifur Parkway and one for the signal at Burns Road. As these projects progressed, it was determined that the signal at Buckingham Drive was essential to minimize impacts to the traveling community (from both a desire to minimize inconvenience of construction and from a network safety and mobility standpoint). This resulted in the addition of a third signal to the contract, and the need for Amendment 2 (see below).

Addition of Signal (Amendment 2)

This amendment added funds to the project for the addition of a signal at Buckingham Drive to the scope.

Addition of Signal (Amendment 3)

Project 3 is anticipated to include final design for Road 108 and Sandifur Parkway from the intersection of Road 108 east to the Project 2 limits. Work will include a roundabout at the intersection of Road 108 and Sandifur Parkway, a signal at the intersection of Road 105 and Sandifur Parkway, and another signal at the intersection of Road 103 and Sandifur Parkway.

DKS Traffic Support (Amendment 4)

Amendment 4 added DKS to the project team for Traffic Modeling support.

Time Extension (Amendment 5)

Amendment 5 extended the duration of the contract to 12/31/2026.

HARRIS ROAD REALIGNMENT (AMENDMENT 6, CURRENT AMENDMENT) PROJECT DESCRIPTION

Amendment 6 is for the design of Road 103 From Sandifur Pkwy to Harris Road (approximately 0.3 miles). Work will include a traffic circle at the intersection of Road 103 and Harris Road, coordination with adjacent developer

to develop cohesive design that accommodates both development with City transportation needs, design of underground City utilities, and coordination with franchise utility companies.

OVERALL PROJECT ASSUMPTIONS

- Apex Companies, LLC, by and through its wholly owned subsidiary PBS Engineering and Environmental LLC (Apex), will prepare submittal items listed in this Scope of Work.
- Traffic modeling will be performed by DKS Associates (DKS).
- A SEPA checklist will be required for this project. If additional cultural resources evaluations are needed, City will contract directly with appropriate consultant.
- A wildlife survey has already been completed for the project area
- Landscape is not included in this amendment
- Full field survey work is not included in this amendment. However, four days of verification survey are assumed to be needed to verify earthwork and tie in locations/elevations.
- All property dedication work will be provided by the adjacent developer/s
- If a signal is warranted, it will be designed by the developer

SCOPE OF WORK

Task 1. Project Management and Administration

Apex shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the design engineering phase. The current phase of the project is budgeted for an eight-month design schedule.

Subtask 1.1. Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: the date period covered by the invoice; the number of hours worked during the billing period with billing rates shown; expenses and associated markups; the total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice, as well as the current invoice, with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, the total amount remaining under the contract, and the contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports
- Project documentation, upon request

Subtask 1.2. Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Up to 32 weekly phone meetings with City staff.
- Up to 8 internal Apex design team coordination meetings.
- Meet with City staff after the review of the 30%, 60%, 90%, and final plan submittals. These meetings will be attended instead of the monthly meetings during this deliverable window.

Deliverables

- Meeting agendas and meeting summaries
- Design Submittal Comment Review and Response Log

Subtask 1.3. Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain a project design schedule. The schedule shall identify Consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes one update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

Deliverables

- Project schedule and schedule updates
- Summary notes of coordination efforts
- Quality Assurance and Quality Control (QA/QC) Program

Deliverables

- Coordination meeting agendas and meeting summaries

Subtask 1.4. Broadmoor Development Support

No change with this amendment

Task 2. Surveying

Subtask 2.1. Surveying and Base Map

Completed as a part of the original contract for 30% design. Additional field survey work is not included in this amendment, as it is assumed that the previously constructed projects were per plans.

Subtask 2.2. Right-of-Way Support

Completed as part of Amendment 1.

Subtask 2.3. Road 103 - Survey Support

Verification of drone survey Perform surface verification survey along the route of Road 103. This will be done by surveying cross section about every 50-ft from the eastern limits of the project to the western limits of the project, and by providing field survey for project tie in locations with existing roadways. This will be done once the city is ready to move towards advertisement of the project to validate earthwork quantities.

Deliverables

- AutoCAD C3D Surface for validation of drone surface

Task 3. Geotechnical Engineering

Subtask 3.1. Geotechnical Engineering

No work with this amendment

Subtask 3.2. Project 3 Signal Geotechnical Services

No work with this amendment

Task 4. Traffic Engineering (Kittelson)

Subtask 4.1. Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices with progress reports. Each invoice will include: the date period covered by the invoice; the number of hours worked during the billing period with billing rates shown; expenses; the total cost for labor; and expenses for the billing period.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices and Project Status Reports
- Project documentation, upon request

Subtask 4.2. Meetings (Kittelson)

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at a two-hour project kickoff meeting over Microsoft Teams with City staff, including up to three Kittelson staff.
- Up to 50 weekly phone meetings with Apex staff (1 hour in length).
- Preparation for and attendance project coordination meeting (up to three) with City staff including and up to three Kittelson staff.
- Meet (three times) with City staff after the review of the 60%, 90%, and final plan submittals. These meetings will be attended instead of the monthly meetings these months.

Subtask 4.8. Project 3 Preliminary Roundabout Review (Kittelston)

No work with this amendment

Subtask 4.9. Project 3 60% Design (PS&E) (Kittelston)

No work with this amendment

Subtask 4.10. Project 3 90% Design (PS&E) (Kittelston)

No work with this amendment

Subtask 4.11. Project 3 Final Design (PS&E) (Kittelston)

No work with this amendment

Subtask 4.12. Project 3 QA/QC (Kittelston)

No work with this amendment

Subtask 4.13. Advertisement and Bidding Support (Kittelston)

No work with this amendment

Subtask 4.14. Road 103 - 60% Design (PS&E) (Kittelston)

The Consultant will address review comments on the 30% plans and develop construction documents to the 60% design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

The Consultant will develop construction documents to the 60% design stage. These documents will consist of plans, a bid item list, and an opinion of probable construction cost.

The 60% plans shall include:

- Signing and striping plans and details
- Illumination plans and details

Tasks include:

1. Calculate quantities and prepare a 60% engineer's estimate of construction costs for the plans above.
2. Submit a 60% plan set and cost estimate for review.

Deliverables

- 60% plans and cost estimates (PDF versions)

Subtask 4.15. Road 103 - 90% Design (PS&E) (Kittelston)

The Consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

- Signing and striping plans and details

- Illumination plans and details

Tasks include:

1. Address 60% City review comments regarding the plans and estimate.
2. Update and compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
3. Prepare 90% Level Project Specifications including current WSDOT amendments, General Special Provisions (GSPs), and special provisions necessary for this project.
4. Submit a 90% plan set, specifications, and a cost estimate for review.

Deliverables

- 90% plans, specifications, and cost estimates (PDF of the plan set, specifications, and cost estimate)

Subtask 4.16. Road 103 - Final Design (PS&E) (Kittelton)

The consultant will address review comments from the 90% plans and develop construction documents for the final design submittal. These documents will consist of plans, specifications, a bid item list, and an opinion of probable construction cost.

Address the 90% comments. Final design phase plan set shall include:

- Signing and striping plans and details
- Illumination plans and details

Tasks include:

1. Address 90% City review comments regarding the plans, specifications, and estimate.
2. Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
3. Update and compute quantities and prepare an engineer's estimate of construction costs.
4. Submit 100% plans, special provisions, and estimate for review.

Deliverables

- Final plans, special provisions, and estimate (PDF)

Subtask 4.17. Road 103 - QA/QC (Kittelton)

The Consultant will provide QA/QC for design work in accordance with the Consultant's Quality Management Plan (QMP). The Consultant will provide senior-level design and construction personnel to review plan submittals and provide technical support.

Subtask 4.18. Advertisement and Bidding Support (Kittelton)

The Consultant will provide bidding support services, consisting of coordination with the project team, preparing responses to bidder questions, and the preparation of addendums.

Task 5. Environmental Review and Documentation

This work has been completed by the City under the Broadmoor EIS process.

Task 6. Design Engineering

The Consultant will advance the design from the 30% plans during the current phase of the project. The Consultant team will be responsible for providing design engineering services for the deliverables outlined below for the following submittals:

- Preliminary 30% Submittal: Completed
- Project 1—90% Design (PS&E): Completed
- Project 1—Final Design (PS&E): Completed
- Project 2—60% Design (Plans and Estimate): Completed
- Project 2—90% Design (PS&E): Completed
- Project 2—Final Design (PS&E): Completed
- QA/QC Project 1 and 2: Completed
- Project 3—60% Design (Plans and Estimate): Completed
- Project 3—90% Design (PS&E): Completed
- Project 3—Final Design (PS&E): Completed
- Road 103—30% Strip map
- Road 103—60% Design (Plans and Estimate)
- Road 103—90% Design (PS&E)
- Road 103—Final Design (PS&E)
- Road 103 QA/QC

Subtask 6.1. 30% Design (Preliminary)

Completed as part of the original contract for 30% design.

Subtask 6.2. Project 1 - 90% Design (PS&E)

Completed as part of Amendment 1.

Subtask 6.3. Project 1 - Final Design (PS&E)

Completed as part of Amendment 1.

Subtask 6.4 . Project 2 - 60% Design (PS&E)

Completed as part of Amendment 1.

Subtask 6.5. Project 2 - 90% Design (PS&E)

Completed as part of Amendment 1.

Subtask 6.6. Project 2 - Final Design (PS&E)

Completed as part of Amendment 1.

Subtask 6.7. QA/QC

Completed as part of Amendment 1.

Subtask 6.8. Project 3 - 60% Design (Plans and Estimate)

Completed as part of Amendment 3.

Subtask 6.9. Project 3 - 90% Design (PS&E)

Completed as part of Amendment 3.

Subtask 6.10. Project 3 - Final Design (PS&E)

Completed as part of Amendment 3.

Subtask 6.11. Project 3 - QA/QC

Completed as part of Amendment 3.

Subtask 6.12. Road 103 - 30% Design (Plans and Estimate)

The consultant will develop the project to a 30% level of design based on the work performed to date and the Broadmoor Subarea Plan. This will be used to facilitate coordination with the adjacent developers.

Design tasks include the following:

- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 30% Strip Map for review.
- Meeting with City staff after review of the 30% Strip Map

The 30% strip map shall include the following:

- Anticipated project planimetric information
- Preliminary roadway profile
- Preliminary project footprint

Deliverables

- 30% Strip map and opinion of probable construction costs in PDF format
- Draft Stormwater Calculations and Memo of Assumptions

Subtask 6.13. Road 103 - 60% Design (Plans and Estimate)

The consultant will develop construction documents to the 60% design stage. These documents will consist of plans, format, and an opinion of probable construction cost.

Design tasks include the following:

- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 60% plans for review.
- Meet with City staff after review of the 60% plans.
- City and Franchise utility coordination for new City utilities and relocations of franchise utilities into JUT

The 60% plan set shall include the following:

- Cover sheet (1)
- Civil legend sheet (1)
- Typical sections (2)
- Miscellaneous details (2)
- Traffic control plans (2)
- Site prep and demolition plans (2)

- Erosion control and grading plans (2)
- Erosion control notes detail sheets (1)
- Roadway and stormwater plan over profile sheets (5)
- Utility plan over profile sheets (Sewer, Water, Irrigation City utilities) (5)
- JUT plan over profile sheets (4)
- Traffic Circle layout sheet (1)
- Signing plans and details (see Task 5)
- Striping plans and details (see Task 5)
- Illumination plans and details (see Task 5)

Deliverables

- 60% construction plans and opinion of probable construction costs in PDF format
- Draft Stormwater Calculations and Memo of Assumptions
- SEPA Checklist

Subtask 6.14. Road 103 - 90% Design (PS&E)

The consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, contract specifications in WSDOT format, and an opinion of probable construction cost.

Design tasks include the following:

- Update street design based on comments from 60% plans.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 90% plan review set for review.
- Meet with City staff after review of the 90% plans.
- Project specifications
- City and Franchise utility coordination for new City utilities and relocations of franchise utilities into JUT

The 90% plan set shall include the following:

- Cover sheet (1)
- Civil legend sheet (1)
- Typical sections (2)
- Miscellaneous details (2)
- Traffic control plans (2)
- Site prep and demolition plans (2)
- Erosion control and grading plans (2)
- Erosion control notes detail sheets (1)
- Roadway and stormwater plan over profile sheets (5)
- Utility plan over profile sheets (Sewer, Water, Irrigation City utilities) (5)
- JUT plan over profile sheets (4)
- Traffic Circle layout sheet (1)
- Traffic circle Grading sheet (1)
- Americans with Disabilities Act (ADA) grading sheets (8)
- Signing plans and details (see Task 5)

- Striping plans and details (see Task 5)
- Illumination plans and details (see Task 5)
- Standard details (10)

Deliverables

- 90% construction plans, specifications, and opinion of probable construction costs (final) in PDF format
- Final Stormwater Report and Calculations

Subtask 6.15. Road 103 - Final Design (PS&E)

The Consultant will address review comments from the 90% plans and develop construction documents to the final design stage. These documents will consist of plans, contract specifications in WSDOT format, and an opinion of probable construction cost.

Design tasks include the following:

- Update street design based on comments from 90% plans.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit a draft final plan set for review.
- Meet with City staff after review of the draft final plans.
- Address draft final plan comments from the City and submit final PS&E for construction.
- City and Franchise utility coordination for new City utilities and relocations of franchise utilities into JUT

The final plan set shall include the following:

- Cover sheet (1)
- Civil legend sheet (1)
- Typical sections (2)
- Miscellaneous details (2)
- Traffic control plans (2)
- Site prep and demolition plans (2)
- Erosion control and grading plans (2)
- Erosion control notes detail sheets (1)
- Roadway and stormwater plan over profile sheets (5)
- Utility plan over profile sheets (City utilities) (5)
- JUT plan over profile sheets (4)
- Traffic Circle layout sheet (1)
- Traffic circle Grading sheet (1)
- Americans with Disabilities Act (ADA) grading sheets (8)
- Signing plans and details (see Task 5)
- Striping plans and details (see Task 5)
- Illumination plans and details (see Task 5)
- Standard details (10)

Deliverables

- Construction plans, specifications, and opinion of probable construction costs (final) in PDF format
- Commercial Service request assistance

- Bidding support (Response to bidder questions and issuing addendum)

Assumptions

- The City will compile all bid document packages.
- Up to 10 bidder questions and 2 addendums will be issued in the bidding phase.

Subtask 6.16. Road 103 - QA/QC

The Consultant will provide QA/QC for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior-level design and construction personnel to review plan submittals and provide technical support.

Task 7. Utility Coordination

Subtask 7.1. Preliminary Utility Coordination

Completed as part of the original contract for 30% design.

Subtask 7.2. Utility Meetings

Completed as part of Amendment 1.

Subtask 7.3. Conflict Identification, Analysis and Recommended Resolution

Completed as part of Amendment 1.

Subtask 7.4. Conflict Notification and Utility Relocations

Completed as part of Amendment 1.

Task 8. Public Involvement

To be included in a future Amendment if requested.

Task 9. Right-of-Way

Subtask 9.1. Right-of-Way Acquisition

Completed in a previous Amendment.

Task 10. Construction Management

Subtask 10.1. Construction Support

Completed as part of Amendment 3.

Subtask 10.4. Road 103 Construction Support

Subtask 10.1 – Construction Support

The Consultant will provide construction management support as requested by the City. Work is anticipated to include some or all of the following. As the actual level of support is unknown 200 hours of Apex support and 24 hours of Kittleson support have been budgeted to support the City on a requested basis.

Preconstruction and Kickoff Meetings

- 1) Apex will attend the preconstruction conference (PreCon). Apex will attend and take meeting notes.

Assumptions:

- 1) Coordination and pre-construction meetings will be attended by the Apex construction services engineer and design engineer as requested.

Utility Coordination

Consultant will support the coordination of project timelines, design modifications, and relocations with utility companies to minimize impacts to the project schedule (assumes four utility coordination meetings)

Assumptions:

- JUT will be coordinated by the contractor for utility relocations.
- Apex will Coordinate designs for protection of existing utilities during construction.

Deliverables:

- Review and comment on utility relocation plans.

QA/QC Construction Surveying

As requested, Apex will provide quality assurance / quality control (QA/QC) construction survey for the project when asked for by the City and the following is a list of items, but not limited to:

- 1) Project control perpetuation
- 2) Structural survey
- 3) Joint Utility Trench (every 50')
- 4) Curb line
- 5) Roadway grading
- 6) ADA compliance
- 7) Utility structures

Assumptions:

- 1) 48 hours' notice is required prior to each request.

On-Site Meetings

As requested, Apex will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or City or Contractor request): traffic control/staging, construction surveying, HMA paving, and striping. Apex will take meeting notes for each meeting attended. Generally, PBS' Construction Engineer or Project Assistant, Apex Inspector, and Contractor will attend. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders.

Deliverables:

- 1) Construction meeting notes provided to the City.

Material Submittals

As requested, Apex will assist the City in the review of material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements.

Apex may review the following submittals, including but not limited to: material-specific submittals, HMA and concrete mix designs, illumination materials, landscape items, and others required by construction contract specifications.

Deliverables:

- 1) Record of materials (based on information provided to APEX)
- 2) Copies of approved material submittals.
- 3) Copies of written communications with the Contractor.

Response to Questions and Change Orders

Apex will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, Apex will prepare necessary change order documents and plan revisions for approval by City staff..

PBS' duties will include the following:

- 1) Assisting the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- 2) Assisting the City with processing Request for Clarification (RFC) from the Contractor.
- 3) Assisting the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.

Exclusions: Approval of change order paperwork to Contractor.

Deliverables:

- 1) Copies of RFIs to the City staff
- 2) Copies of RFCs to the City staff
- 3) Plan sheets for design changes

Site Visits

PBS' Construction Engineer will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

As-Builts

Apex will assist and support the Final Plans that will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the City Construction Management team. The As-builts will be submitted to the City both a PDF and an electronic data format consistent with CoP GIS requirements.

PBS' duties may include the following:

- 1) Apex will assist in the review Construction Record Drawings provided by the Contractor.
- 2) Apex will assist in the collection of As-Built Survey information for underground utilities (storm sewer, sanitary sewer) and above ground water features (meters and hydrants).
- 3) Apex will assist in the submittal of draft As-Built Drawings for City review.

- 4) Apex will assist in the revision of the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables:

- 1) Reviewed Construction Record Drawings.

Task 11. DKS Traffic Support

Subtask 11.1. Signal Timing Coordination

Completed as part of Amendment 4.

Subtask 11.2. Traffic Design & Construction Support

Completed as part of Amendment 4.

Subtask 11.3. Signal Timing Analysis and Coordination Plans

DKS will develop weekday AM, PM, and Midday traffic volumes estimates for 2026 for the following signalized intersections:

- Broadmoor / Burns
- Broadmoor / Buckingham
- Broadmoor / Pedestrian Signal at Delta School
- Broadmoor / Sandifur
- Road 103 / Sandifur
- Road 105 / Sandifur

DKS will incorporate the three estimated volume sets into the Synchro 12 software to develop AM, PM, and non-peak hour coordination plans. As commercial development along Broadmoor Boulevard is still limited, no weekend or holiday specific coordination plans will be developed at this time. DKS will provide the City with spreadsheets of the coordination plan timing inputs (offsets, splits, Max2 times if necessary), along with a short memorandum describing the desired operations at the intersections.

Deliverables:

- Short memorandum (5 pages or less) describing the intended signal operations at each of the six intersections.
- Signal Timing inputs for the following intersections, provided in spreadsheet format
 - Broadmoor / Buckingham
 - Broadmoor / Pedestrian Signal at Delta School
 - Road 103 / Sandifur
 - Road 105 / Sandifur
- AM, PM, and Off-Peak Coordination Timing inputs for the following intersections, provided in spreadsheet format

- Broadmoor / Burns
- Broadmoor / Buckingham
- Broadmoor / Pedestrian Signal at Delta School
- Broadmoor / Sandifur
- Road 103 / Sandifur
- Road 105 / Sandifur

Assumptions:

Weekend timing will follow the off-peak coordination plan. No new traffic counts will be collected for this task as the analysis volumes will be derived from a combination of prior counts and Citywide Travel Demand Model data. Traffic analysis will be conducted in Synchro.

Subtask 11.4. Road 103 - Signal Timing Implementation Support

DKS will send one staff person to Pasco to support the implementation of the new coordinated signal timing plans. In collaboration with the signal vendor, the contractor, and the City signals technician, DKS will observe signal operations of the new plan over two days. DKS will review operational findings after the first day and will suggest timing adjustments (if needed) for implementation and observation on the second day. The signal vendor shall provide direct signal timing inputs to the controllers.

Deliverables:

- Two-days of in-person observation of the signal timing implementation, and as needed revisions to the signal coordination plans based on these observations.

Assumptions:

The signal vendor will be in the field alongside DKS during the timing implementation and will be responsible for inputting the timings into the controllers. The coordination implementation of five of the signals (except for the pedestrian signal at Delta High School) will occur during the DKS field support. DKS only assumes one in-person, two-day implementation trip to Pasco to support this task.

Subtask 11.5. Road 103 – Traffic Analysis

DKS will update the citywide travel demand model to reflect the latest land use assumptions for lots 4, 5, 6, 10, 11, 12, 13, 29, and 30. DKS will then analyze the mid (10-year) and long-term (20-year) traffic operations on Road 103, both at Sandifur Pkwy and at Harris Road. The traffic analysis will be performed in Synchro/SimTraffic and will include queuing analysis to size the turn bays on Road 103. The analysis will include AM, PM, and weekend peak hours.

Deliverables:

- Short memorandum summarizing traffic analysis findings and design recommendations for Road 103

- Coordination meeting (in-person) with City of Pasco public works and CED staff to discuss land use assumptions for the areas directly impacting Road 103

Assumptions:

Attendance at one in-person meetings coordination meeting is assumed along with the associated travel expenses. All traffic analysis will be focused primarily on the AM, PM, and weekend peak hours and will incorporate previously collected traffic counts provided by the City.

Subtask 11.6. Traffic Design & Construction Support

DKS will perform the following services up to the agreed upon task fee upon request by the City of Pasco to support the Road 103 TIF project through construction:

- Traffic Design review of signal, signing, and striping plans during the Road 103 PS&E
- Traffic Design review of Road 103 amendments and RFI responses during construction of the Broadmoor Area TIF projects

Deliverables:

- Red-lined comments on PS&E sheets and documents for Road 103

Broadmoor TIF – Road 103										PBS	SUBCONSULTANTS			SUB	TOTAL AMENDMENT #5 BUDGET	TOTAL AMENDMENT #4 BUDGET	TOTAL AMENDMENT #3 BUDGET	TOTAL AMENDMENT #2 BUDGET	TOTAL AMENDMENT #1 BUDGET	ORIGIONAL CONTRACT	TOTAL BUDGET
											Traffic	Traffic	ROW								
											Engineer VII	Engineer VI	Engineer V								
Task and Description																					
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION									0.00	39,665.00	0.00	0.00	0.00	0.00	39,665.00		179,755.00	0.00	78,040.00	41,622.00	339,082.00
Subtask 2.1 - Contract Administration, Invoicing, and Progress Reports	9.00							16.00		3,885.00	0.00	0.00	0.00	0.00	8,250.00		2,560.00		\$1,000.00	2,560.00	\$15,695.00
Subtask 1.2 - Meetings	40.00	8.00	8.00	8.00						16,180.00	0.00	0.00	0.00	0.00	16,180.00		44,625.00	\$0.00	\$34,290.00	16,202.00	\$111,297.00
Subtask 1.3 - Management, Coordination and Direction	80.00									19,600.00	0.00	0.00	0.00	0.00	19,600.00		27,000.00	\$0.00	\$42,750.00	22,860.00	\$112,210.00
Subtask 1.4 – Broadmoor Development Support										0.00	0.00	0.00	0.00	0.00	0.00		99,880.00	\$0.00	\$0.00	0.00	\$99,880.00
TASK 2 - SURVEY									0.00	10,240.00	0.00	0.00	0.00	0.00	10,240.00		3,500.00	0.00	16,216.00	42,580.00	72,536.00
Subtask 2.1: Surveying and Base Map										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$0.00	42,580.00	\$42,580.00
Subtask 2.2 - Right-of-Way Support										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$16,216.00	0.00	\$16,216.00
Subtask 2.3 – Project 3 Right-of-Way Support										0.00	0.00	0.00	0.00	0.00	0.00		3,500.00	\$0.00	\$0.00	0.00	\$3,500.00
Subtask 2.3 – Road 103- Survey Support						16.00	32.00			10,240.00	0.00	0.00	0.00	0.00	10,240.00		0.00	\$0.00	\$0.00	0.00	\$10,240.00
TASK 3: GEOTECHNICAL ENGINEERING									0.00	0.00	0.00	0.00	0.00	0.00	0.00		22,880.00	0.00	0.00	34,340.00	57,220.00
Subtask 3.1 Geotechnical Engineering										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$0.00	34,340.00	\$34,340.00
Subtask 3.2 – Project 3 Signal Geotechnical Services										0.00	0.00	0.00	0.00	0.00	0.00		22,880.00	\$0.00	\$0.00	0.00	\$22,880.00
TASK 4: TRAFFIC ENGINEERING (KITTELSON PROJECT 2)									0.00	0.00	60,720.00	0.00	0.00	60,720.00	60,720.00		222,908.00	0.00	162,135.00	0.00	445,763.00
Subtask 4.1 - Contract Administration, Invoicing, and Progress Reports										0.00	2,822.00	0.00	0.00	2,822.00	2,822.00		4,362.00	\$0.00	\$1,906.00	0.00	\$9,090.00
Subtask 4.2 - Meetings										0.00	8,805.00	0.00	0.00	8,805.00	8,805.00		25,477.00	\$0.00	\$7,902.00	0.00	\$42,184.00
Subtask 4.3 - Site Visit										0.00	4,831.00	0.00	0.00	4,831.00	4,831.00		0.00	\$0.00	\$11,075.00	0.00	\$15,906.00
Subtask 4.4 – 60% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$54,024.00	0.00	\$54,024.00
Subtask 4.5 – 90% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$33,237.00	0.00	\$33,237.00
Subtask 4.6 – Final Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$17,730.00	0.00	\$17,730.00
Subtask 4.7 - QA/QC										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$36,261.00	0.00	\$36,261.00
Subtask 4.8 – Project 3 Preliminary Roundabout Review										0.00	0.00	0.00	0.00	0.00	0.00		5,335.00	\$0.00	\$0.00	0.00	\$5,335.00
Subtask 4.9 – Project 3 60% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		75,750.00	\$0.00	\$0.00	0.00	\$75,750.00
Subtask 4.10 –Project 3 90% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		50,658.00	\$0.00	\$0.00	0.00	\$50,658.00
Subtask 4.11 – Project 3 Final Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		29,308.00	\$0.00	\$0.00	0.00	\$29,308.00
Subtask 4.12 – Project 3 QA/QC										0.00	0.00	0.00	0.00	0.00	0.00		29,110.00	\$0.00	\$0.00	0.00	\$29,110.00
Subtask 4.13 – Advertisement and Bidding Support										0.00	0.00	0.00	0.00	0.00	0.00		2,908.00	\$0.00	\$0.00	0.00	\$2,908.00
Subtask 4.14. Road 103 60% Design (PS&E) (Kittelson)										0.00	11,525.00	0.00	0.00	11,525.00	11,525.00		0.00	\$0.00	\$0.00	0.00	\$11,525.00
Subtask 4.15. Road 103 90% Design (PS&E) (Kittelson)										0.00	15,493.00	0.00	0.00	15,493.00	15,493.00		0.00	\$0.00	\$0.00	0.00	\$15,493.00
Subtask 4.16. Road 103 Final Design (PS&E) (Kittelson)										0.00	8,612.00	0.00	0.00	8,612.00	8,612.00		0.00	\$0.00	\$0.00	0.00	\$8,612.00
Subtask 4.17. Road 103 QA/QC (Kittelson)										0.00	7,020.00	0.00	0.00	7,020.00	7,020.00		0.00	\$0.00	\$0.00	0.00	\$7,020.00
Subtask 4.18. Advertisement and Bidding Support (Kittelson)										0.00	1,612.00	0.00	0.00	1,612.00	1,612.00		0.00	\$0.00	\$0.00	0.00	\$1,612.00
TASK 5: ENVIRONMENTAL REVIEW AND DOCUMENTATION															0.00						\$0.00
TASK 6: DESIGN ENGINEERING										196,200.00	0.00	0.00	0.00	0.00	196,200.00		349,280.00	30,000.00	627,220.00	112,710.00	1,315,410.00
Subtask 6.1: 30 Percent Design (Preliminary)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$0.00	112,710.00	\$112,710.00
Subtask 6.2 – Project 1 - 90 Percent Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$52,620.00	0.00	\$52,620.00
Subtask 6.3 – Project 1 - Final Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$55,500.00	0.00	\$55,500.00
Subtask 6.4 – Project 2 – 60% Design (Plans and Estimate)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$153,540.00	0.00	\$153,540.00
Subtask 6.5 – Project 2 – 90% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$25,000.00	\$153,540.00	0.00	\$178,540.00
Subtask 6.6 – Project 2 – Final Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$5,000.00	\$145,620.00	0.00	\$150,620.00
Subtask 6.7 - QA/QC										0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0.00	\$66,400.00	0.00	\$66,400.00
Subtask 6.8 – Project 3 – 60% Design (Plans and Estimate)										0.00	0.00	0.00	0.00	0.00	0.00		95,900.00	\$0.00	\$0.00	0.00	\$95,900.00
Subtask 6.9 – Project 3 – 90% Design (PS&E)										0.00	0.00	0.00	0.00	0.00	0.00		170,000.00	\$0.00	\$0.00	0.00	\$170,000.00
Subtask 6.10 – Project 3 – Final Design (PS																					

Pasco City Council

Workshop

March 09, 2026





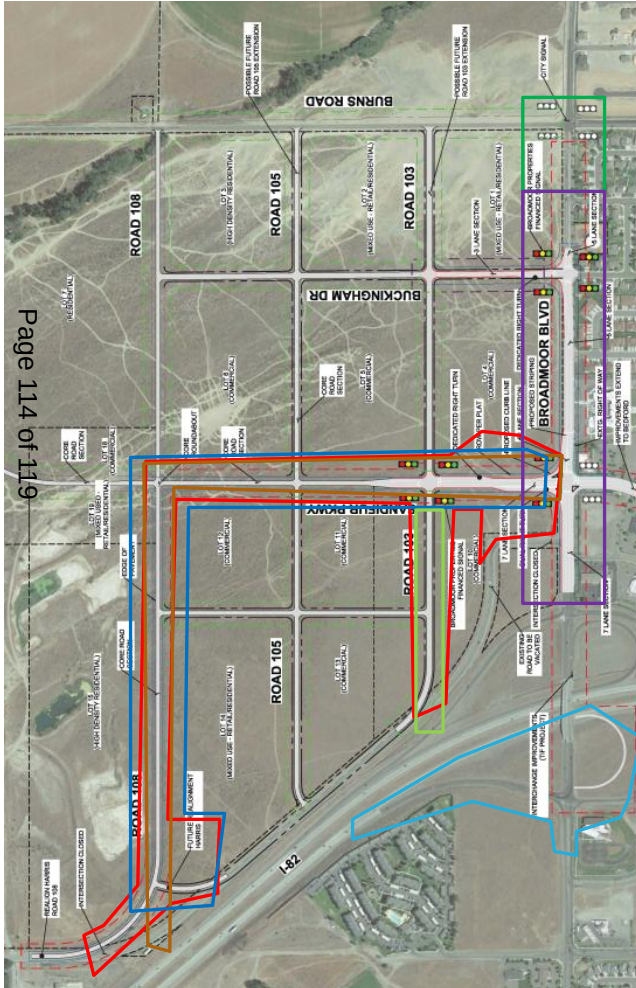
Pasco City Council

Broadmoor TIF Design Project – PSA Amendment No. 6 with PBS An APEX Company – Project #22377

March 09, 2026

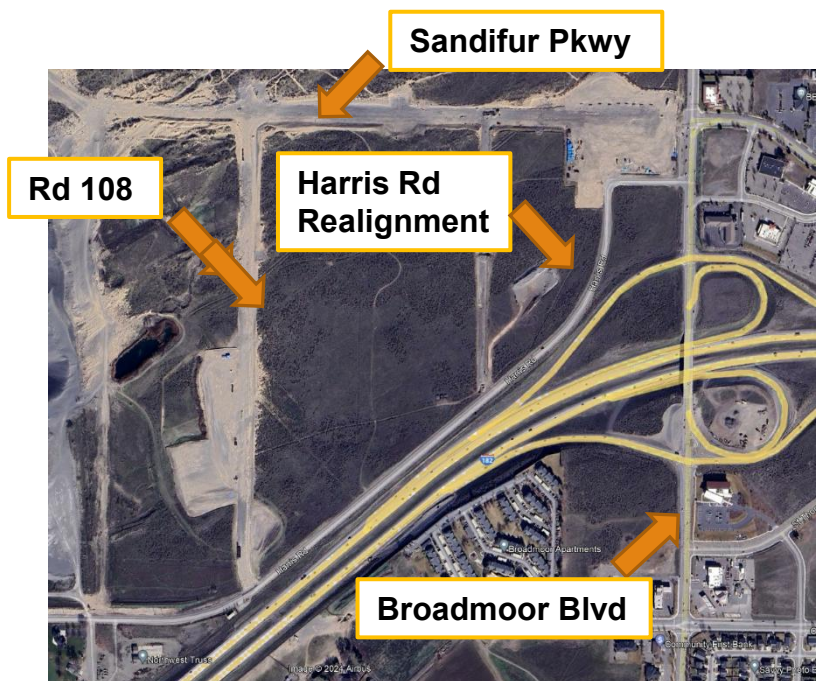


Broadmoor TIF Design Project – PSA Amendment No. 6 with PBS an Apex Company – Project # 22377



Project	Amount	Status
I-182 & Broadmoor Blvd Interchange Project (Design & Construction)	\$10,610,000.00	Design Consultant DKS Associates Project Accepted 8/4/2025 Resolution 4627
Phase 1A (Rough Grading)	\$580,000.00	Project Accepted 7/17/2023 Resolution 4359
Phase 1B (Utility)	\$4,550,000.00	Project Accepted 2/3/2025 Resolution 4654
Broadmoor/Burns Intersection Project	\$2,560,000.00	Project Accepted 8/4/2025 Resolution 4628
Sandifur Pkwy/Broadmoor Blvd Intersection Improvements Project	\$4,110,000.00	In progress.
Sandifur Pkwy/Rd 108 Extension Project	\$7,230,000.00	In progress
Harris Road Realignment	TBD	In design
Design Consultant Service (APEX)	\$2,180,000.00	On-going, Amendment 1-5
Total Estimated Costs	\$31,820,000.00	
Broadmoor TIF Funds	\$39,000,000.00	Not to exceed as defined in Ordinance No. 4720

Site Work in Progress



Roadway Construction

Broadmoor TIF Design Project – PSA Amendment No. 6 with PBS an Apex Company – Project # 22377



PBS Professional Services Agreement No. 22-025

Original PSA Amount	\$ 262,672.00
Amendments No. 1-5	\$1,916,684.00
PSA Amendment No. 6 Amount (proposed)	\$ 395,703.00
Total Proposed Amended PSA Amount (Includes Amendments No. 1-6)	\$2,575,059.00

Summary of Professional Services Agreements (PSA) and Amendments

- Project management and administration duties
- Traffic engineering and civil engineering design services
- Construction support (as needed)



Questions?

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.